

**General purchasing conditions of the Stichting Van Gogh Museum ('Van Gogh Museum Foundation'), having its registered office in Amsterdam**

**1. Definitions**

- 1.1. In these general purchasing conditions, the following terms are defined as stated below:
- (a) General Conditions: these general purchasing conditions of the Van Gogh Museum;
  - (b) Van Gogh Museum: Stichting Van Gogh Museum ('the Van Gogh Museum Foundation'), formerly Rijksmuseum Vincent van Gogh/Rijksmuseum H.W. Mesdag;
  - (c) Supplier: the party who provides services for and / or supplies products to the Van Gogh Museum the Van Gogh Museum or has made an agreement with the Van Gogh Museum to do so;
  - (d) Suppliers' Instructions: the instructions that are given to Suppliers and must be complied with by Suppliers, their employees and the third parties engaged by Suppliers;
  - (e) Agreement: any agreement between the Van Gogh Museum and the Supplier concerning the provision of services or the supply of products, and all actions, including legal actions, that are connected with these matters, as well as these General Conditions, which form an inextricable part of the Agreement.

**2. Applicability**

- 2.1. These General Conditions are applicable to all applications, tenders, offers, commissions, purchase orders, commission confirmations, agreements and other legal acts in connection with the provision of services or the supply of products by the Supplier to the Van Gogh Museum, as well as all legal and other actions connected with these (hereinafter also referred to as offers and commissions).
- 2.2. Divergence from and/or amendment of the General Conditions can only be agreed between the parties expressly and in writing.
- 2.3. General conditions, under whatever designation, of the Supplier are expressly rejected and are therefore not applicable.
- 2.4. In the event that the content of the Agreement diverges from the content of these General Conditions, the content of the Agreement will prevail.

**3. Suppliers' Instructions**

- 3.1. The Suppliers' Instructions of the Van Gogh Museum must be complied with by the Supplier, its employees and the third parties engaged by the Supplier. A copy of the Suppliers' Instructions of the Van Gogh Museum is enclosed with these General Conditions as **Appendix 1**. The Supplier declares that it has received a copy of these Suppliers' Instructions, has ascertained and agrees to the content thereof, and will ensure that these will also be complied with by its personnel and third parties engaged by it.

- 3.2. The Supplier will endeavour to limit the impact on the environment caused by products and/or services that the Supplier provides to the Van Gogh Museum as much as possible, among other ways by the use of less environmentally harmful materials and products. The Supplier will inform the Van Gogh Museum in writing by tender, but in any event before the first delivery of the products and/or services, of whether it employs products and/or services of which it is known that they present, or could present, a hazard to people and/or the environment. In addition, the Supplier guarantees that it will adhere to the relevant international and other legislation and regulations. It will ensure that all products and/or services to be supplied are free of child labour, forced labour, labour under dangerous and/or poor working conditions and other violations of human rights. The Van Gogh Museum is entitled to cancel the orders that have been placed or to terminate the Agreement if it becomes apparent that the Supplier has not complied with its obligations as stated in this article.

**4. Establishment of the Agreement**

- 4.1. An Agreement between the Van Gogh Museum and the Supplier is only established if the Van Gogh Museum has expressly accepted an offer of the Supplier in writing or if a written commission from the Van Gogh Museum is confirmed in writing by the Supplier within 14 days of the commission. The original order thereby expires, without the Van Gogh Museum having to inform the Supplier of this separately.
- 4.2. Verbal commissions are not binding upon the Van Gogh Museum, except insofar as the verbal commission is confirmed by the Van Gogh Museum in writing.
- 4.3. Tenders requested by the Van Gogh Museum are free of obligation and apply for a period of 60 days from the date of signature.
- 4.4. If a written order by the Van Gogh Museum is placed without a prior tender or offer by the Supplier, the Agreement is established at the time that, within 14 days of the date of signature, the products or services are supplied or performed in accordance with the order, or an order confirmation is received from the Supplier entirely in accordance with the order.
- 4.5. In the event of divergence between an order and an order confirmation, no Agreement is established and the Supplier will consult with the Van Gogh Museum.
- 4.6. Divergence from and/or amendment of an Agreement can only be agreed between the parties expressly and in writing.
- 4.7. All costs involved in drawing up an offer or order confirmation will be borne by the Supplier.

**5. Performance of services and supply of products**

- 5.1. Unless agreed otherwise by the parties in writing, the supply of products will take place at the place and time agreed between the parties in accordance with the most recent version of the DDP (Delivery Duty Paid) Incoterms. The date of delivery will be understood as the day on which the products are offered for delivery to the Van Gogh Museum by the Supplier for the first time at the agreed address.
- 5.2. Supply of more or less than the ordered amount of products will only be agreed if the Van Gogh Museum and the Supplier agree to this in writing in advance.

5.3. Agreed deadlines for the delivery of products are strict deadlines, and in the event of their exceedance the Supplier is in default by operation of law without a notice of default in writing being required. Without prejudice to the provisions of the foregoing sentence, the Supplier must immediately inform the Van Gogh Museum in writing of an imminent exceedance of the delivery deadline. If the Supplier cannot comply with the delivery date specified in the Agreement, through no fault of the Van Gogh Museum, the Van Gogh Museum is free to cancel the order.

5.4. The Supplier is not authorized to suspend its delivery obligations in the event that the Van Gogh Museum falls short in its compliance with its obligations, unless the Supplier has explicitly pointed out the shortcoming in its compliance with its obligations to the Van Gogh Museum and the Van Gogh Museum continues to fall short after having been granted a reasonable period by the Supplier to nevertheless comply with its obligations.

## **6. Intellectual property rights**

6.1. In the event that the performance of the Supplier partly or wholly consists of the provision of products that are specifically made or developed for the Van Gogh Museum (such as visual material, photos, texts, designs, logos, merchandise, websites or other content), then the intellectual property rights resting upon them exclusively accrue to the Van Gogh Museum. Intellectual property rights will in any event be understood to include copyright, trade name and brand rights, (registered or unregistered) model rights, portrait rights, databank rights and patents, including applications for these (hereinafter collectively referred to as the **'Rights'**). These Rights will, in pursuance of the General Conditions and/or the confirmation of the order, be transferred to the Van Gogh Museum by the Supplier (insofar as necessary in advance). Insofar as a further document is required for the transfer of these Rights, the Supplier will sign such a document at the Van Gogh Museum's first request and carry out all actions that are necessary in order to bring about that the Rights are transferred to the Van Gogh Museum and, where relevant, that the registration of such Rights comes to stand in the name of the Van Gogh Museum. The Supplier has no entitlement to any additional remuneration for the transfer of the Rights referred to in this article, with the exception of any statutory entitlements to remuneration that cannot be contractually excluded.

6.2. The transfer referred to in article 6.1 of these General Conditions does not apply to pre-existing Rights of the Supplier or of third parties that are not made or developed specifically for the Van Gogh Museum, unless agreed otherwise.

6.3. In the event that the performance consists of the supply or provision of digital content, designs or materials (such as visual material, photos, logos or graphic designs), these will be supplied in consultation with the Van Gogh Museum on a suitable digital carrier in the highest possible resolution and quality, with the purpose of enabling the Van Gogh Museum to use and process these for itself. The Van Gogh Museum is not liable to pay any additional costs for this.

6.4. The Supplier guarantees that the Rights referred to in article 6.1 of these General Conditions will be transferred freely and unencumbered, that it is independently entitled to them, and that the use by the Van Gogh Museum of products or services provided by the Supplier does not infringe the Rights of third parties. The indemnification as referred to in article 14.2 of these General Conditions is applicable to this guarantee.

6.5. Insofar as legally possible, where applicable the Supplier waives its personality rights in respect of the transferred items or results of services as referred to in this article 6, or will no longer exercise these rights.

6.6. If and insofar as the transfer of the Rights as referred to in article 6.1 of the General Conditions is not possible, the Supplier hereby grants the Van Gogh Museum a perpetual, irrevocable and worldwide licence for the use and exploitation of supplied products or services in the broadest sense, including the granting of sub-licences, the performance of processing and the publication and duplication of works or materials. The Supplier has no entitlement to any additional remuneration for the granting of these licences, with the exception of any statutory entitlements to remuneration that cannot be contractually excluded.

6.7. In the event that the Van Gogh Museum provides materials such as drawings, visual material, packaging and logos to the Supplier for the purpose of the implementation of the Agreement, these remain the property of the Van Gogh Museum and/or the Van Gogh Museum continues to hold the Rights in respect of the stated materials. The Supplier will ensure that these materials are stored securely, taking due regard of the necessary technical and organizational security measures, and that after the implementation of the Agreement, or at the request of the Van Gogh Museum, they are returned to the Van Gogh Museum in the same condition or, at the discretion of the Van Gogh Museum, are destroyed. Specific instructions of the Van Gogh Museum for the retention and storage of the materials will be followed by the Supplier.

## **7. Guarantee for products and services to be provided**

7.1. The Supplier guarantees that the products to be supplied are in accordance with the Agreement, including these General Conditions. Furthermore, the Supplier guarantees that the products are new and free from defects and rights of third parties, and are in compliance with the provisions of Dutch law and the laws of the country where the provision takes place, as well as with the applicable requirements of the safety, quality and environmental standards applied within the sector, all of these as they apply at the time of the supply.

7.2. If it becomes apparent that supplied products do not comply with the provisions of this article 7 of these General Conditions, the Van Gogh Museum is permitted to invoke the guarantee to the Supplier within a reasonable period of the discovery of this. The Parties agree that an invocation within 60 days of the discovery of noncompliance is always within a reasonable period. Within three weeks of the invocation of this guarantee by the Van Gogh Museum, at the discretion of the Van Gogh Museum and at the Van Gogh Museum's first request, the Supplier will repair or replace these products or remedy their defects, unless the Van Gogh Museum prefers to terminate the Agreement, without prejudice to the other rights of the Van Gogh Museum by virtue of a shortcoming (including the right to compensation). All costs in connection with this will be borne by the Supplier.

7.3. A guarantee period of 24 months applies, to be calculated from the date of delivery, unless stated otherwise in the Agreement. An agreed guarantee period begins again after acceptance of the repair, replacement or remedying to which the guarantee conditions apply.

7.4. The Supplier will perform the agreed services independently, and bring them to a good result under its own responsibility, always taking due regard of the prescriptions concerning working conditions, safety and the environment.

## **8. Personnel of the Supplier**

- 8.1. The Supplier will ensure that the personnel used by it that are deployed on location at the Van Gogh Museum receive a copy of the Suppliers' Instructions.
- 8.2. The Supplier is always entitled to have personnel deployed for the implementation of the Agreement on location temporarily or definitively replaced, under the condition that the replacement personnel have the same specialist knowledge and are of a least the same level of expertise, educational level and experience as the replaced personnel, and that the replacement has no disadvantageous financial or other consequences for the Van Gogh Museum, unless the Agreement was entered into in respect of a specific person. In such a case the express permission of the Van Gogh Museum is required.
- 8.3. At the Van Gogh Museum's first request, the Supplier will supply a document including the surname, forename or forenames, address, place of residence and date and place of birth of the personnel who are deployed or will be deployed by the Supplier on location for the implementation of the Agreement. If legally required, or on the basis of a reasonable request to this end by the Van Gogh Museum, the Supplier guarantees that the personnel deployed or engaged by the Supplier for the implementation of the Agreement are in possession of a certificate of good conduct. The Supplier will on first request allow the Van Gogh Museum to verify the existence of a certificate of good conduct.
- 8.4. The Supplier will always, at the Van Gogh Museum's first request, provide a copy of statements concerning its payment behaviour with the social security institutions and the Tax Authority in respect of personnel deployed on location. The Van Gogh Museum is entitled to impose further conditions on the Supplier concerning obligations to pay wage tax and social security contributions in general, including in any event the condition that the Supplier will regularly provide statements of good payment behaviour from the social security institutions and the Tax Authority.
- 8.5. There is an obligation for the personnel of the Supplier to provide proof of identity on entering the Van Gogh Museum or other locations of the Van Gogh Museum.
- 8.6. A search regulation is in force at the Van Gogh Museum, according to which the employees of the security department of the Van Gogh Museum are entitled to search the personnel of the Supplier. The Supplier consents to this.
- 8.7. The personnel of the Supplier who are deployed at one of the Van Gogh Museum locations must be aware of the applicable house rules, as set out in **Appendix 2** (the Visitors' Conditions). During their stay in the Van Gogh Museum, the personnel of the Supplier will behave in accordance with these visitors' conditions. If in the opinion of the Van Gogh Museum the personnel of the Supplier act in violation of the visitors' conditions in any way, the Supplier can be denied access to the Van Gogh Museum without the Van Gogh Museum being liable to compensate for any damage and without stating reasons.
- 8.8. The Supplier will ensure that its personnel fulfil and will continue to fulfil the necessary qualities for the implementation of the Agreement in respect of expertise and experience.

## **9. Price and price adjustments**

- 9.1. Unless expressly agreed otherwise in writing, agreed prices are inclusive of all costs (including travel expenses and journey time). The Supplier is not permitted to implement price rises without the prior written permission of the Van Gogh Museum.
- 9.2. In the case of a fixed price, the Supplier will invoice as agreed in the Agreement.
- 9.3. The Supplier will provide specifications of the costs incurred by it for the implementation of the Agreement, as well as providing documents with which the invoices are substantively corroborated, including the agreed price lists.
- 9.4. The prices/fees stated in the Agreement apply for the duration of the Agreement, unless agreed otherwise. Increases of fees will take place once per year at the most, but not within one year of the signature of the Agreement.
- 9.5. In the event of a fee increase, the percentage change will not be higher than the percentage change in the previous 12 months of the general annual inflation correction, unless the Supplier works as standard with another accepted index, for which the Van Gogh Museum must give express permission.

## **10. Additional/reduced work**

- 10.1. Before additional work is commenced, the Supplier will issue a written tender in connection with the extent of the expected additional work as a result of this change, the associated costs and other relevant aspects. Additional work falls under the same conditions of the Agreement.
- 10.2. The Supplier will not commence additional work before written approval to this end is received from the Van Gogh Museum. Additional work will only qualify for reimbursement by the Van Gogh Museum if this prior written approval is received.

## **11. Payment**

- 11.1. The Supplier will send single copies of invoices to the finance department of the Van Gogh Museum. The invoices will comply with the statutory requirements for invoices.
- 11.2. The Van Gogh Museum will pay the amounts payable to it to the Supplier within 30 days of receipt of the invoice in question.
- 11.3. The Van Gogh Museum is entitled to suspend payment in the event of an attributable shortcoming of the Supplier, until the time at which the Supplier has fully complied with its obligations in pursuance of the Agreement, without prejudice to the right of the Van Gogh Museum to terminate the Agreement in pursuance of article 0 of these General Conditions.
- 11.4. Payment by the Van Gogh Museum in no way entails relinquishment of rights.

## 12. Termination and suspension of the Agreement

- 12.1. The Van Gogh Museum is authorized to wholly or partly suspend or wholly or partly terminate the Agreement by means of a written declaration, without legal intervention (and with immediate effect), and without the Van Gogh Museum being held to any compensation, in the event of:
- (a) a shortcoming by the Supplier in its (full) compliance with (one or more of) the obligations by virtue of the Agreement and/or these General Conditions;
  - (b) suspension of payment, or an application for suspension of payment, or the bankruptcy of the Supplier, or if the Supplier is a party to insolvency proceedings, regardless of the designation of these proceedings in the relevant jurisdiction;
  - (c) the sale or termination of the business of the Supplier;
  - (d) seizure of a significant part of the company assets of the Supplier; or if
  - (e) the Supplier discontinues its business in a way other than specified in this article 0 of these general purchasing conditions, or if the Supplier must otherwise no longer be considered to be able to comply with the obligations arising from the Agreement.
- 12.2. All claims upon the Supplier that the Van Gogh Museum may have or may acquire in the above-mentioned cases will be immediately and fully claimable.

## 13. Force majeure

- 13.1. In the event of force majeure on the part of a party, compliance with the Agreement will be wholly or partly suspended for the duration of the period of force majeure, without the parties being held to any compensation to each other in this matter. If the situation of force majeure continues for longer than thirty (30) days, the other party is entitled to terminate the Agreement by means of a registered letter with immediate effect and without legal intervention, without any entitlement to compensation arising from this.
- 13.2. Force majeure will in any event not be understood to include lack of personnel, strikes, illness of personnel, shortage of raw materials, transport problems, shortcoming in or noncompliance with the obligations due to the circumstances of the Supplier, malfunctions in the production of the Supplier and liquidity or solvency problems on the part of the Supplier.

## 14. Liability

- 14.1. The Supplier is liable for all damage that is suffered by the Van Gogh Museum and/or third parties arising from or connected with compliance with the Agreement and/or these General Conditions, or shortcoming therein, as a result of the action or omission of the Supplier or third parties engaged by it, or pursuant to the law.
- 14.2. Without prejudice to the provisions of article 6.4 of these General Conditions, the Supplier indemnifies the Van Gogh Museum against noncompliance by the Supplier, its personnel or third parties engaged by it with the agreed obligations towards the Van Gogh Museum in pursuance of this Agreement or pursuant to the law.
- 14.3. The Van Gogh Museum is not liable for damage suffered on the part of the Supplier, its personnel and/or ancillary personnel engaged by the Supplier, unless the damage is the result of wilful misconduct or gross negligence on the part of the managerial staff of the Van Gogh Museum.

## 15. Privacy and data leaks

- 15.1. The Supplier guarantees that all legal prescriptions concerning the data to be processed, particularly including the prescriptions imposed by or pursuant to the General Data Protection Regulation, are and will be strictly adhered to. The Supplier will provide the Van Gogh Museum with requested information in this matter in writing and without delay. The Supplier will ensure adequate security of the personal data according to the state of the technology. The Supplier will indemnify the Van Gogh Museum against all claims of third parties that may be made against the Van Gogh Museum due to violation of the applicable privacy legislation and/or regulations and/or statutory retention periods.
- 15.2. The Supplier undertakes to adequately secure its electronic systems, including but not restricted to its email system, and to keep them free from errors, defects, malware and viruses. If the Van Gogh Museum suffers damage and/or incurs costs that are the result of a virus, data leak or other errors, including security errors, in the electronic system of the Supplier, then the Supplier is obliged to compensate the Van Gogh Museum for this damage and/or these costs.
- 15.3. As soon as possible, but no later than within twenty-four (24) hours of the Supplier having discovered a security breach in connection with the data of the Van Gogh Museum, the Supplier will inform the Van Gogh Museum of this, and will in any event provide information on the following: (i) the nature of the security breach in connection with the data, where possible stating the categories of the data subjects and personal data registers in question and, approximately, the number of data subjects and personal data registers in question; (ii) the probable consequences of the security breach in connection with the data; and (iii) the measures that the Supplier has taken and/or proposes to take to deal with the security breach in connection with the data, including, where applicable, the measures to limit any adverse consequences thereof.

## 16. Confidentiality and security

- 16.1. The Supplier is obliged to observe confidentiality in respect of all information and data received from or on behalf of the Van Gogh Museum concerning the business of the Van Gogh Museum or concerning the Agreement or its implementation, and will not provide or disclose such information and data to third parties, unless this is necessary for the implementation of the Agreement, and only with the prior written approval of the Van Gogh Museum.
- 16.2. The duty of confidentiality does not apply insofar as disclosure of information and data is obligatory in pursuance of the law, any prescription of a government-recognized stock exchange, or a binding ruling of the courts or another government body. For the disclosure of information and data in accordance with the provisions of this paragraph, the Supplier will, as far as possible, consult with the Van Gogh Museum on the form and content of the disclosure.
- 16.3. The Supplier will not use the name of the Van Gogh Museum, or other information, visual material and details in connection with the Van Gogh Museum or its name as a reference in publications or advertising communications.
- 16.4. The Supplier will oblige its personnel and/or the third parties engaged by it to adhere to these confidentiality provisions. The Supplier is liable towards the Van Gogh Museum for damage that the Van Gogh Museum suffers as a result of noncompliance with this obligation by the personnel of the Supplier or third parties engaged by the Supplier.

## **17. Insurance**

- 17.1. The Supplier will adequately insure itself, and keep itself insured during the term of the Agreement, against all risks that can reasonably be expected in the implementation of the Agreement, and if so wished will grant the Van Gogh Museum insight into the insurance policy and/or the premium payments.
- 17.2. The Supplier will in any event insure itself in respect of the following risks:
- a. Personal injury to personnel of the Van Gogh Museum or to third parties, or damage to goods and artworks of the Van Gogh Museum or of third parties (corporate liability insurance/civil liability insurance);
  - b. Damage due to professional misconduct (professional liability insurance).
- 17.3. The Supplier undertakes, at the first request of the Van Gogh Museum, to cede all claims in respect of the making of insurance payments as referred to in this article 17 and insofar as they are connected with damage for which the Supplier is liable to the Van Gogh Museum under the provisions of the Agreement.
- 17.4. Insurance payments that are made directly to the Van Gogh Museum by the insurance company will be deducted from the compensation to be paid by the Supplier to the Van Gogh Museum in respect of the insured incident.
- 17.5. The Supplier will immediately inform the Van Gogh Museum in writing of all relevant incidents concerning the insurance referred to in this article, such as payments in an insurance year to third parties that have an influence on the level of any claim amounts to be paid to the Van Gogh Museum.

## **18. Transfer of rights and obligations**

- 18.1. The Supplier is not entitled to wholly or partly transfer the rights and obligations that arise for it from the Agreement to third parties, unless agreed otherwise between the parties in writing. The Van Gogh Museum is entitled to attach conditions to its permission, or to refuse the permission.
- 18.2. Permission given by the Van Gogh Museum does not affect the responsibility and liability of the Supplier for compliance with the obligations under the Agreement.

## **19. Termination of the Agreement**

- 19.1. If the Agreement is terminated, the Supplier will immediately return to the Van Gogh Museum all information, materials and data acquired from or on behalf of the Van Gogh Museum, including but not restricted to the information as stated in article 6.1 of these General Conditions.
- 19.2. Obligations that by their nature are also intended to continue after the termination of the Agreement remain in force after the termination of the Agreement, including but not restricted to article 6, article 14, article 16 and article 19.2 of these General Conditions.

## **20. Disputes and applicable law**

- 20.1. Any dispute between the parties in respect of the Agreement will be exclusively submitted to the competent court in the district of Amsterdam.
- 20.2. The Agreement is governed by the laws of the Netherlands, with the exclusion of the Vienna Sales Convention.

## **21. Final provisions**

- 21.1. The Dutch language text of these general purchasing conditions forms the only authentic text. In the event of divergence between the Dutch language text and a translation into a non-Dutch language text, the Dutch language text will prevail.
- 21.2. The invalidity of a provision of the Agreement and/or of these General Conditions has no consequences for the validity of the other provisions of the Agreement and these General Conditions. If and insofar as a provision of the Agreement and/or of these General Conditions may be unacceptable according to the standards of reasonableness and fairness, the parties will consult with each other on a provision that is valid or acceptable. If the parties cannot reach agreement within two weeks of the above-mentioned consultation, then the Van Gogh Museum can terminate the Agreement in accordance with article 0 of these General Conditions.

## Appendix 1 Suppliers' Instructions Van Gogh Museum

Due to the special character of an organization such as the Van Gogh Museum, suppliers' instructions have been drawn up. The suppliers' instructions have the aim of a smooth and correct throughflow and processing of the supply of goods and activities by suppliers of the Van Gogh Museum (VGM). Our visitors, and a safe environment, including fire safety, form a high priority thereby.

All suppliers – third parties that provide a product or service – are responsible for informing themselves of and acting in accordance with these instructions and the associated guidelines and procedures that apply within the VGM.

Suppliers must be able, on request and immediately, to provide a certificate of good conduct for all employees who carry out activities within the VGM.

### Communication

- All communication with the VGM takes place via the designated VGM contact person.
- The names of the contractors must be communicated to the VGM prior to the activities.
- In the case of the transport of artworks, the registration number of the vehicle and the name of the driver must be communicated.
- Activities must be reported to the VGM a minimum of 5 working days in advance (with the exception of urgent activities).

### Performance of activities

- Eating, drinking and smoking are not permitted in the buildings of the VGM, other than in the areas intended for this purpose.
- Maintenance and other activities must be carried out in accordance with the sector-specific regulations and requirements for the supplier (education and training) concerning safety (including certifications).
- Physical and other activities will be carried out in accordance with the health, safety and environmental guidelines, with the correct use of work clothing, personal protection equipment and work equipment. The supplier is liable in the event of accidents and emergencies due to noncompliance with these regulations and guidelines.
- Drilling and sawing may only take place outside of opening hours (9 a.m. to 6 p.m., 9 a.m. to 10 p.m. on Fridays) and in consultation with and with the consent of the VGM.
- It is not permitted to work with naked flames in and around the VGM buildings. The 'welding and naked flames' prescriptions are applicable here.
- Special regulations apply for activities in the vicinity of artworks and lifting activities above the roof, and these may only take place following the agreement of the VGM.
- In the event of special public-oriented activities (e.g. special receptions) in exhibition areas, instructions may be given to temporarily halt (certain) activities.
- It is not permitted to leave materials, of whatever nature or size, in and around the buildings of the Van Gogh Museum, regardless of whether the activities have been completed or not.
- Waste and/or other materials must be removed or taken away by the supplier at the end of every working day. In consultation, the facilities of the VGM may be used.
- Areas must be left in a clean and swept condition at the end of every working day.
- Activities will always take place under the supervision of an employee of the VGM.
- Activities other than those agreed with the contracting party/contact person of the supplier may not be carried out. If unauthorized commissions are nevertheless carried out, the costs of restoration, including the costs that the VGM must incur for restoration, will be borne by the supplier.

### Delivery of materials/goods

- If the ramp of Paulus Potterstraat 7 must be used for deliveries, this must be reported to the contact person of the VGM at least one day in advance.
- Transports of artworks and/or transports of valuables always take precedence. If necessary, suppliers must remove their vehicles from the ramp.
- Only one vehicle may be located on the ramp at any time.
- Drivers must report for deliveries at the intercom, and will receive instructions there. For the museum, this can be found at the turnstile to the left of the museum.
- The service entrance or reception desk can be used for small deliveries.

- Drivers and couriers must always follow the instructions of the security staff and receptionists of the VGM.
- Goods and materials must be clearly addressed, with a reference to the contact person of the VGM, and be soundly packaged. Damaged packaging can be refused by the VGM.
- A CMR or a packing note must always be supplied for all deliveries.
- The museum may never be entered via the dispatch entrance.
- No parking is permitted on the ramp.
- The contractual agreements apply to the transporters of artworks.

### Visitors' protocol

- The service entrance to the buildings of the VGM will always be used by the supplier, if possible.
- Suppliers must be able to supply proof of identity at all times.
- On entry the VGM issues a pass, which must be worn visibly.
- Suppliers will always be accompanied by someone from the VGM in and around the buildings.
- Suppliers may only enter and be present in the areas where the activities must be carried out.
- The security department of the VGM reserves the right to search both employees and suppliers. Suppliers are expected to cooperate with this.

The undersigned declares that these suppliers' instructions have been read, understood and agreed;

Company name:

Name:

Date:

Signature:



## Appendix 2 General Terms and Conditions for Visitors

January 2014

### 1. General Provisions: Definitions

1.1 The Van Gogh Museum: Stichting Van Gogh Museum, located at Paulus Potterstraat 7, Amsterdam, which in pursuance of its objective makes available the life and work of Vincent van Gogh and the work of his time to as many people as possible in order to enrich and inspire..

1.2 The Van Gogh Museum Building: the areas open to the public in the Van Gogh Museum Building at Paulus Potterstraat 7, Amsterdam, including the academic library and resources of the Van Gogh Museum at Museumplein 4, Amsterdam.

1.3 Visitor: anyone entering the Van Gogh Museum Building in order to visit an exhibition or to consult the library collection, or attend upon invitation a reception, convention, lecture or similar meeting at the Van Gogh Museum.

1.4 Entrance ticket: a ticket allowing the Visitor entrance to the exhibition spaces in the Van Gogh Museum during regular opening hours.

1.5 Admission ticket: an Entrance ticket (whether or not in combination with a discount card) or a similar pass (e.g. a written invitation, voucher, or annual subscription), permitting entrance to (further specified) spaces in the Van Gogh Museum Building.

1.6 Goods: all goods, including moneys, monetary instruments and negotiable instruments.

1.7 Van Gogh Museum Officials: all natural persons working in and around the Van Gogh Museum Building or in commission of the Van Gogh Museum.

### 2. Applicability

2.1 These conditions apply to all visitors of the Van Gogh Museum Building as well as any natural person and/or legal person that is or has been employed or commissioned by the Van Gogh Museum in light of its objective.

2.2 These conditions also apply to any special activities that are outside regular opening hours and/or are focused on non-regular visitors, in the case of exclusive receptions.

2.3 Deviations from these conditions will only be valid with explicit and written consent.

### 3. Admission to Van Gogh Museum

3.1 A Visitor is allowed entrance to the Van Gogh Museum solely on display of a valid Admission ticket.

3.2 A Visitor will be denied (further) access to the Van Gogh Museum in case it is found that the Admission ticket has not been issued by the Van Gogh Museum or any of the agencies authorized by the Van Gogh Museum.

3.3 A Visitor will show Admission ticket to an Official upon first request. If a Visitor does not comply the Van Gogh Museum retains the right to refuse admittance to the Van Gogh Museum.

3.4 There will be no refund in case of loss or theft of Admission ticket before entrance of the Van Gogh Museum.

3.5 A pre-ordered Admission ticket will become invalid upon mere expiry of the time stated on the ticket.

3.6 An Entrance/Admission ticket cannot be exchanged or refunded.

3.7 The Van Gogh Museum retains the right to alter regular opening hours to allow for occasional drills with respect to emergency services (article 23, Dutch Occupational Health and Safety Act/Arbowet) or, in the event of actual calamity, to order complete or partial evacuation of the Van Gogh Museum. Changes in the regular opening hours will not give a Visitor the right to a refund.

### 4. Visit to the Van Gogh Museum Building

4.1 A Visit to the Van Gogh Museum Building will be at the Visitor's own expense and risk.

4.2 2 A Visitor will behave in concordance with safety guidelines, public order and further regulations concerning a visit to a museum. Furthermore, a Visitor is obliged to follow directions and instructions of Van Gogh Museum Officials, recognizable as such, immediately. If an Official considers the Visitor to behave in disagreement with said guidelines, regulations, directions and instructions, in any way the Visitor can be refused (further) access to the Van Gogh Museum without forfeit of the Museum's right to compensation for any damage.

4.3 It is not allowed to bring bags, backpacks, umbrellas, backpack-style baby carriers and baby carriages (with the exception of strollers) or carry other large objects into the Van Gogh Museum. Objects up to the size of a standard A4 briefcase that cannot be folded up are to be checked in with the cloakroom. The Van Gogh Museum can refuse to store objects of a larger size. The Van Gogh Museum will not accept responsibility any damage to or loss of goods checked in by a Visitor.

4.4 A Visitor will be held responsible for any damage caused by objects brought into the Van Gogh Museum Building by the Visitor in disagreement with provision 4.3.

4.5 The Van Gogh Museum retains the right to refuse admission, temporarily or for good, to any Visitor who, during one or more previous visits to the Van Gogh Museum Building or any other museum, damaged an object through negligence, gross negligence and/or intent, or if the Van Gogh Museum has any other legitimate grounds for fearing the Visitor will cause damage. The Van Gogh Museum can subject this Visitor to the measures specified in paragraph 6 of this section 4 during any of his visits. The decision to refuse admission will be announced to the Visitor immediately, if possible in writing.

4.6 In the event of calamity, e.g. the sudden disappearance of a work of art, a terrorist attack or any violence of a different order, the Van Gogh Museum retains the right to close off exits and subsequently conduct Visitors out of the building one by one. A Visitor may in that case be requested to cooperate in an inspection of bags and the like by or on behalf of the staff of the Van Gogh Museum. A Visitor may also be requested to grant permission for a body search. A Visitor who refuses cooperation during the inspection and/or body search will be requested to show identification before leaving the Van Gogh Museum.

### 5. Conduct

5.1 When in the Van Gogh Museum Building a Visitor will:

a. not offer goods of any kind to third parties for purchase or without charge;

b. cause hindrance to any of the other visitors, including but not limited to, prolonged obstruction of the view to exhibited objects or causing noise (including the use of mobile phones and sound

equipment); c. not bring animals or pets into the museum, except in spaces in which these animals are explicitly allowed or if it concerns Seeing Eye or guide dogs;

d. not smoke;

e. not consume any comestibles, except in the café/restaurant;

f. not touch any objects, unless this is emphatically and explicitly allowed; parents or teachers/chaperones are to see to it strictly that the minors, individuals or groups they bring or are supervising do not touch any of the exhibited objects. Children under 12 years of age are only allowed to visit the museum under supervision;

g. not make any photographs or record any video footage if this involve the use of lamps, flash equipment and/or tripod without prior written consent from the Van Gogh Museum. Photography for personal use is not allowed, except in designated areas. For commercial use see 5.3;

h. not draw or paint without prior written consent from the Van Gogh Museum. Concerning this matter, Visitors can contact the information desk in the Central Hallway.

5.2 Parents or teachers/chaperones are at all times responsible and answerable for the behaviour of the minors, individuals or groups they bring or are supervising.

5.3 Photographs and/or video footage made in the Van Gogh Museum may not be used for commercial purposes except after explicit written consent from the Van Gogh Museum, in which case the appropriate tariff will apply.

## 6. Restitution

6.1 The following circumstances will at no time oblige the Van Gogh Museum to make restitution for paid expenses or recompense for any damages to the Visitor:

a. Temporary unavailability of an item from the standard collection of the Van Gogh Museum;

b. Closure of parts of the Van Gogh Museum Building, including but not limited to partial closure as a result of putting up or taking down an exhibition;

c. Any nuisance or inconvenience caused by other Visitors, including but not limited to noise, inappropriate behaviour (including molest) or theft;

d. Any damage caused by other Visitors;

e. Any nuisance or inconvenience caused by maintenance work, including but not limited to, renovation or (re)decoration of exhibition rooms;

f. Any nuisance or inconvenience caused by improper functioning of any facilities in the van Gogh Museum Building.

## 7. Liability

7.1 The Van Gogh Museum will only be liable for any damage sustained by the Visitor, which is a direct result of gross negligence or intent by the Van Gogh Museum, limited to

a. the maximum sum as paid out by the Van Gogh Museum's insurer to the Van Gogh Museum with regard to the individual claim, or

b. the maximum sum as paid out by a third party to the Van Gogh Museum with regard to the damage with regard to the individual claim.

7.2 In the event of damage caused by death or physical injury the total liability of the Van Gogh Museum will in no case amount to more than the reimbursement arrangement as specified in paragraph 1 of this section 7.

7.3 Liability of the Van Gogh Museum concerning indirect damage, including consequential loss, loss of income/fee, missed savings etc. is excluded at all times.

## 8. Force Majeure

8.1 All foreseeable and unforeseeable circumstances that complicate the execution of the agreement by the Van Gogh Museum to such extent that it becomes impossible or difficult, either temporarily or permanently, will be considered force majeure and as such will mean that the Van Gogh Museum cannot be held accountable for any resulting shortcoming.

8.2 Such circumstances include circumstances regarding persons and/or services and/or organisations the Van Gogh Museum wishes to employ when executing the visitor agreement as well as everything regarding the aforementioned that constitutes force majeure or resolute or suspensive condition as well as attributable shortcoming on the part of the aforementioned.

## 9. Lost Property

9.1 Lost property found by the Visitor in the Van Gogh Museum Building should be handed in either with a Van Gogh Museum employee, or with the cloakroom or service desk in the Van Gogh Museum.

9.2 The Van Gogh Museum will take charge of lost property and, in case of valuable objects, transfer these to the Amsterdam police.

9.3 Should the apparent owner of a found object make him- or herself known, he or she will have the choice either to collect it or to have it sent using cash on delivery. In either case the owner will have to produce proper proof of identity. Should the Van Gogh Museum have any doubts as to the status of the apparent owner, the Van Gogh Museum is entitled to require proof of ownership.

## 10. Complaints

10.1 Should a Visitor wish to register a complaint he or she can fill out a form, which is available from the information desk in the Van Gogh Museum Building, or send an e-mail to [info@vangoghmuseum.nl](mailto:info@vangoghmuseum.nl).

10.2 A Visitor's complaint will be investigated and a reply will follow within 30 days.

## 11. Other provisions and Applicable Law

11.1 The applicability of these General Terms and Conditions will not prejudice applicability of other contractual terms and conditions and/or arrangements applied by the Van Gogh Museum.

11.2 These General Terms and Conditions for Visitors and the agreement between a Visitor and the Van Gogh Museum are subject to Dutch law. Dispute as a result of the agreement between a Visitor and the Van Gogh Museum will be brought before a competent court in Amsterdam.

Stichting Van Gogh Museum, Amsterdam

Axel Rüger, Director

Adriaan Dönszelmann, Business Director