

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

### 1. General

This document contains the general purchasing conditions of the Van Gogh Museum for the procurement of goods and services, including annexes that are inextricably linked with these general purchasing conditions. In addition to these general purchasing conditions, separate ICT purchasing conditions apply to ICT Deliverables (as defined in the ICT purchasing conditions).

### 2. Definitions

2.1. 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) Goods: all material objects, as well as heat, information and electricity;
- (c) Supplier: a party who performs services for the Van Gogh Museum or provides services to the Van Gogh Museum, or has agreed to do so with the Van Gogh Museum, and/or a party from whom the Van Gogh Museum has purchased Goods and who provides Goods to the Van Gogh Museum, and performs any related services or has agreed to do so with the Van Gogh Museum;
- (d) Agreement: all agreements between the Van Gogh Museum and the Supplier concerning the provision of services and/or the supply of Goods and all legal and other actions relating to the above, as well as these General Conditions (including annexes), which form an inextricable part of the Agreement;
- (e) Rights: intellectual property rights, including in any event copyrights, trade name rights, trademark rights, registered or unregistered design rights, portrait rights, database rights and patents, including applications for these;
- (f) Van Gogh Museum: Stichting Van Gogh Museum ('the Van Gogh Museum Foundation') formerly Rijksmuseum Vincent van Gogh/Rijksmuseum H.W. Mesdag.
- (g) Museum Locations: all museum and office buildings of the Van Gogh Museum and the Mesdag Collection, including but not restricted to Museumplein 6, Paulus Potterstraat 10 and Gabriël Metsustraat 8, with the exception of the warehouse of the Van Gogh Museum at Stammerkamp 3a, Diemen;
- (h) Merchandise: the purchase of Goods by the Van Gogh Museum for ultimate personal use by consumers;
- (i) Processor: a Supplier who processes personal data on behalf of the Van Gogh Museum;

### 3. Applicability

- 3.1. 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 Goods 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).
- 3.2. Divergence from and/or amendment of the General Conditions can only be agreed between the parties expressly and in writing.
- 3.3. General conditions, under whatever designation, of the Supplier are expressly rejected and are therefore not applicable.
- 3.4. In the event that the content of the Agreement diverges from the content of these General Conditions, the content of the Agreement will prevail.

### 4. Establishment of the Agreement

- 4.1. An Agreement between the Van Gogh Museum and a Supplier only comes about if the Van Gogh Museum has expressly accepted an offer from the Supplier in writing, or if a written order from the Van Gogh Museum is confirmed by the Supplier in writing (and in the case of Goods by means of a purchase order or order form) within 14 days of the date of the order. With the written confirmation a previous offer lapses without the Van Gogh Museum having to inform the Supplier separately.
- 4.2. Verbal orders are not binding upon the Van Gogh Museum, except insofar as the verbal order has been confirmed in writing by the Van Gogh Museum.
- 4.3. Quotations requested by Van Gogh Museum are non-binding, and are valid for a period of 60 days from the date of signature.
- 4.4. In deviation from article 4.1, if a written order is placed by the Van Gogh Museum without a prior quotation or offer from the Supplier, the Agreement comes about at the time when, within 14 days of the date of the order, the Goods or services are delivered or performed in accordance with the order, or an order confirmation entirely in accordance with the order is received from the Supplier.
- 4.5. In the event of a discrepancy between the order and the order confirmation, no Agreement will come about and the Supplier will consult with the Van Gogh Museum.
- 4.6. Deviation from and/or amendment of the Agreement can only be agreed expressly between the parties in writing.
- 4.7. All costs involved in drawing up an offer or order confirmation will be at the expense of the Supplier.

### 5. Delivery

- 5.1. The following provisions apply to all deliveries to the Van Gogh Museum:
  - a) Delivery of more or less than the quantity of Goods and/or services ordered will only be accepted if the Van Gogh Museum and the Supplier have agreed on this in writing in advance;

- b) The Supplier is not authorised to suspend its delivery obligation in the event that the Van Gogh Museum fails to fulfil its obligations;
  - c) The Supplier hereby waives all rights and powers vested in it by virtue of the right of retention and right of claim;
  - d) The Supplier is not authorised to make partial deliveries unless otherwise agreed in writing. If it has been agreed that partial deliveries are to be made, for the purposes of these General Conditions delivery will be understood to include a partial delivery.
  - e) Agreed deadlines for the delivery of Goods 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.
- 5.2. With regard to delivery in respect of Merchandise, the following applies as a supplement to article 5.1:
- a) Unless the parties are agreed otherwise in writing, delivery of Goods will be made at the place and time agreed between the parties in accordance with Incoterms 2020 (Delivery Duty Paid). The date of delivery will be understood to mean the day on which the Goods are first presented by the Supplier for delivery to the Van Gogh Museum at the agreed address.
  - b) Unless the parties are agreed otherwise in writing, and if this concerns the delivery of Goods to the warehouse of the Van Gogh Museum at Stammerkamp 3a, Diemen, the Supplier, its employees, or a third party or third parties engaged by the Supplier will pack and deliver the Goods at its own expense, with due observance of the requirements imposed by or in pursuance of the law and the instructions issued by the Van Gogh Museum, in accordance with the **'Suppliers' Instructions Warehouse Van Gogh Museum'**. A copy of these instructions is attached to these General Conditions as **Annex 1**.
- 5.3. With regard to the delivery of Goods and services to the Museum Locations, the following applies as a supplement to article 5.1: the Supplier, its employees or third parties engaged by the Supplier will comply with the **'Suppliers' Instructions Museum Locations Van Gogh Museum'**. A copy of these instructions is attached to these General Conditions as **Annex 2**.
- 6. Ownership and risk**
- 6.1. The ownership and risk (of loss and damage) of Goods supplied will be transferred at the time when the Van Gogh Museum has expressly accepted these Goods for receipt in writing.
  - 6.2. If the Goods are rejected, as described in Article 7 of these General Conditions of Purchase, by the Van Gogh Museum during or after delivery, the risk and ownership will never be deemed to have passed to the Van Gogh Museum.
  - 6.3. If the Van Gogh Museum makes available materials such as drawings, images, packaging and logos to the Supplier to enable it to perform its obligations, the Van Gogh Museum will retain ownership thereof or, as the case may be, remain legally entitled to them. The Supplier shall keep

the materials separate from objects belonging to the Supplier or third parties or mark them at its expense and risk as property of the Van Gogh Museum, and shall keep the materials in good condition and insure them against all risks as long as they are in the possession of the Supplier. After performance of the Contract, the Supplier shall return the materials to the Van Gogh Museum unless they have been incorporated in the Goods. In that case, the Goods in question will be deemed to be new and be the property of the Van Gogh Museum.

## **7. Inspection, checking and sampling**

- 7.1. The Van Gogh Museum is entitled at all times to subject Goods that have been delivered or are yet to be delivered to an inspection or to arrange for such an inspection. The Supplier shall cooperate fully in any such inspection.
- 7.2. If the Van Gogh Museum rejects the Goods to be delivered, it shall notify the Supplier of this. The Van Gogh Museum shall store the rejected goods (or arrange for them to be stored) at the Supplier's expense. If the Supplier has not indicated within a period of 14 days after notification of the rejection by the Van Gogh Museum that it will fetch back the rejected goods, the Van Gogh Museum may return the goods without the Supplier's consent and at the Supplier's expense and risk. If the Supplier refuses to take receipt of the rejected goods, the Van Gogh Museum may store them at the Supplier's expense and risk or may sell or destroy them.
- 7.3. The Supplier may not derive any right whatsoever from the results of an inspection or examination as referred to in this article or from the absence thereof.

## **8. Codes of conduct of the Van Gogh Museum**

- 8.1. The Code of Ethics and the Code of Conduct of the Van Gogh Museum must be complied with by the Supplier, its employees and the third parties engaged by the Supplier. **The Code of Ethics and Code of Conduct** are attached to the General Conditions as **Annex 3**.

## **9. Warranty**

- 9.1. The Supplier warrants that the goods to be supplied will comply with the terms of the Agreement, including these General Conditions of Purchase. The Supplier also warrants that the Goods will be new and free of defects and rights of third parties and will comply with the provisions of Dutch law and the law of the country where delivery is to take place, as well as with the prevailing requirements of the safety, quality and environmental standards applicable within the sector, as in force at the time of the delivery. The Supplier also warrants that the goods will be produced from or delivered using sound materials and will not be produced or executed (wholly or partly) using substances and/or preparations prohibited by or pursuant to the law.
- 9.2. If delivered Goods do not appear to be in compliance with the provisions of this article of these General Conditions, the Van Gogh Museum is required to invoke the guarantee with the Supplier within a reasonable time of discovery. The parties are agreed that an appeal within 60 days of the discovery of non-compliance is always within due time. Within three weeks of the Van Gogh Museum's invocation of this guarantee, the Supplier will, at its own expense and at the Van Gogh Museum's discretion, repair, replace or supplement the defective Goods at the Van Gogh Museum's first request, unless the Van Gogh Museum prefers dissolution of the Agreement, all this without prejudice to the Van Gogh Museum's other rights by virtue of a shortcoming (including the right to damages). All costs to be incurred in this connection will be at the expense of the Supplier.

9.3. Unless agreed otherwise in writing, a warranty period of 24 months, calculated from the date of delivery, is applicable, unless stated otherwise in the Agreement. An agreed warranty period starts upon acceptance of the repair, replacement or supplementation that has been carried out, at which point the warranty provisions then start to run anew.

9.4. In respect of the provision of services, the Supplier will independently perform the agreed services and bring them to a good result under its own responsibility, always with due observance of the regulations concerning working conditions legislation, safety and the environment.

#### 10. Price and price adjustments

10.1. 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.

10.2. In the case of a fixed price, the Supplier will invoice as agreed in the Agreement.

10.3. 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.

10.4. 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.

10.5. In the event of a fee increase during the term of the Agreement 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.

#### 11. Additional/reduced work for services

11.1. 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.

11.2. 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.

#### 12. Payment

12.1. The Supplier will issue invoices in single copies to the Van Gogh Museum finance department. The invoices will comply with the legal requirements for invoices and the agreements made between the parties. The invoice must in any event contain the following information:

- the Van Gogh Museum order number (PO number);
- quantities or number of hours ordered;
- price per item or per hour and/or the total price.

12.2. In the event that the Supplier delivers Merchandise Goods to the Van Gogh Museum, the Supplier will also state on the invoice:

- article number and article description;

- the contact person at the Van Gogh Museum;
- the agreed delivery condition.

12.3. The Van Gogh Museum shall pay the amounts owed by it to the Supplier within 30 days of receipt of the relevant invoice.

12.4. The Van Gogh Museum is entitled at all times to set off any claims which it has against the Supplier, on any grounds whatsoever, against claims the Supplier has against the Van Gogh Museum. The Supplier has no right of set-off.

12.5. Payment by the Van Gogh Museum does not in any way constitute waiver of a right.

#### 13. Personnel of the Supplier

13.1. 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.

13.2. 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.

#### 14. Employed personnel of the Supplier

14.1. If and insofar as the Supplier, its personnel or third party/parties engaged by it perform work in/near the Museum Locations, the following additional provisions will apply in addition to the provisions of article 13.

14.2. The Supplier is obliged to provide a copy of the **Suppliers' Instructions Museum Locations Van Gogh Museum (Annex 2)** to its deployed employees and/or engaged third parties working on location at the Van Gogh Museum, and to ensure that they are read and understood.

14.3. 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.

14.4. The Supplier will at the first request of the Van Gogh Museum provide its contact person within the museum with a statement containing the surnames and first names of the personnel employed or to be employed by the Supplier on location for the implementation of the Agreement. At the request of the Van Gogh Museum, the Supplier will submit a Certificate of Good Conduct (*Verklaring Omtrent het Gedrag* - VOG) of the employees deployed by the Supplier or any third party engaged by it.

14.5. 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.

14.6. The personnel of the Supplier assigned to work at one of the Van Gogh Museum locations must be aware of the applicable house rules, as set out in **Annex 4** (the General Conditions for Visitors) and **Annex 2** (Suppliers' Instructions Warehouse Van Gogh Museum). The personnel of the Supplier must act in accordance with these conditions for visitors and suppliers' instructions while on the premises of the Van Gogh Museum. If in the opinion of the Van Gogh Museum the personnel of the Supplier act in any way in violation of the conditions for visitors, the Supplier may be denied further access to the Van Gogh Museum without the Van Gogh Museum being liable to compensate for any damage and without any reasons being given.

14.7. 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.

## **15. Intellectual property rights**

15.1. In the event that the performance of the Supplier partly or wholly consists of the provision of Goods 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.

15.2. The transfer referred to in article 15.1 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.

15.3. 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.

15.4. If the Supplier has made the Goods to be delivered on the instructions of the Van Gogh Museum, the Supplier transfers all intellectual property rights on those Goods to the Van Gogh Museum upon delivery. If such a transfer is not or not entirely possible, the Supplier grants to the Van Gogh Museum an unrestricted, perpetual and irrevocable licence on those Goods to use the Goods as if they were its own property, including the right to sub-licence and make changes to the Goods.

15.5. The Supplier guarantees that the Van Gogh Museum will be able to use the Supplier's Goods undisturbed for the purpose for which the Goods were supplied, including their display and sale to visitors and customers of the Van Gogh Museum. The Supplier guarantees that its Goods are not subject to any Rights or other rights of the Supplier or third parties that could hinder such use. The Supplier indemnifies the Van Gogh Museum and will compensate it for all costs and damages in connection with claims from third parties in this respect.

15.6. The Supplier guarantees that the Rights will be transferred freely and unencumbered, that it is independently entitled to them, and that the use by the Van Gogh Museum of Goods or services provided by the Supplier does not infringe the Rights of third parties. The indemnification as referred to in article 19.2 of these General Conditions is applicable to this guarantee.

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

15.8. If and insofar as the transfer of the Rights is not possible, the Supplier hereby grants the Van Gogh Museum a perpetual, irrevocable and worldwide licence for the use and exploitation of supplied Goods 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.

15.9. 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.

## **16. Information security and privacy**

16.1. The Supplier undertakes to keep its electronic system, software and SaaS applications including but not restricted to the email system, tools, applications, apps and programs adequately secured and free from errors, defects, malware and viruses. If the Van Gogh Museum suffers damage or incurs costs as a result of a virus, an information security or data breach or another security or other error in the Supplier's electronic system, the Supplier is obliged to reimburse such damage or costs to the Van Gogh Museum.

16.2. If and insofar as the Supplier processes personal data of employees and/or relations of the Van Gogh Museum in the role of Controller, the Supplier guarantees that all legal regulations concerning the processing of personal data, including in particular the regulations as described in the General Data Protection Regulation (GDPR), have been and will be strictly observed. The Supplier will ensure adequate security of the personal data according to the current state of the technology.

16.3. If and insofar as the Supplier processes personal data for or on behalf of the Van Gogh Museum in the role of Processor, a data processing agreement (DPA) will be entered into between the parties.

## 17. Confidentiality

- 17.1. The Supplier and the Van Gogh Museum are obliged to maintain confidentiality in respect of all information and data obtained from or on behalf of each other regarding the business of the Van Gogh Museum or the Supplier, or regarding the Agreement or its implementation, will not make such information and data available to third parties, and will not disclose such information and data unless this is necessary for the implementation of the Agreement, and only with the prior written approval of the other party.
- 17.2. 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 and Van Gogh Museum will, as far as possible, consult with each other on the form and content of the disclosure.
- 17.3. 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, unless otherwise agreed in writing.
- 17.4. 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.

## 18. Termination and suspension of the Agreement

- 18.1. 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 12 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.
- 18.2. 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.

- 18.3. If this Agreement is terminated by the Van Gogh Museum, the Van Gogh Museum is entitled - without prejudice to its right to damages - to demand the surrender of any data, documents and/or materials in the possession of the Supplier for the implementation of the Agreement.

## 19. Liability

- 19.1. 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.
- 19.2. Without prejudice to the provisions of article 15.5 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.
- 19.3. 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.

## 20. Recall of Goods

- 20.1. If the Supplier considers it necessary to recall delivered Goods (or perform a similar action), the Supplier is liable to compensate the Van Gogh Museum for damage and costs incurred, including but not restricted to direct damage and consequential damage. The Supplier indemnifies the Van Gogh Museum against all claims of third parties in connection with such a recall action.

## 21. Force majeure

- 21.1. 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.
- 21.2. 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.

## 22. Insurance

- 22.1. 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.
- 22.2. 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).

- 22.3. 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.
- 22.4. 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.
- 22.5. 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.

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

- 23.1. 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.
- 23.2. 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.

### **24. Termination of the Agreement**

- 24.1. 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 16.1 of these General Conditions.
- 24.2. 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 16, article 18, article 20 and article 25.2 of these General Conditions. This provision applies correspondingly to termination of the Agreement by cancellation within the meaning of Article 18.

### **25. Disputes and applicable law**

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

### **26. Final provisions**

- 26.1. 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.
- 26.2. 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 18 of these General Conditions.

## Annex 1 Suppliers' Instructions Warehouse Van Gogh Museum

### General:

The delivery instructions apply to all deliveries to the warehouse of VGM located at Stammerkamp 3a, Diemen (Warehouse) and all suppliers have been informed of these terms and conditions, also in cases of the supplier not being the supplier having received the order/contract. The suppliers' instructions are part of the terms and conditions of delivery on which all regular deliveries are based.

It is the supplier's responsibility to guarantee the delivery to be in proper condition. The packaging material must meet the appropriate quality standard to make transport and storage possible. If the goods are delivered in transport material not meeting this quality standard, the Warehouse is entitled to refuse the goods, which may concern the entire delivery or part of the delivery.

The goods will then be sent back or to be collected by the supplier, the cost to be borne by the supplier.

The Warehouse also carries out random checks of each delivery of consumer products with respect to the presence of barcodes/EANs, damages etc. Should the random check show that the goods do not meet the conditions agreed, the warehouse will refuse the goods.

In case of goods refused by the warehouse as a result of above-mentioned reasons, the supplier is enabled and allowed to adjust the packaging/product in accordance with the quality standard and to deliver the goods to the Warehouse again within a pre-arranged period. If supplier cannot comply, goods prepaid by VGM must be compensated for.

Delivery must occur in conformity with arrangements entered into the official order with respect to date of delivery, number of items and purchase price. Partial deliveries cannot be accepted unless previously notified and in consultation with the Category Manager involved. An over- or undersupply of 5% compared to the official order is permitted. In case of oversupply we do not pay for the extra items, and in case of undersupply we are permitted to claim compensation for loss of profit.

### Delivery address:

All Goods are delivered to the address below:

#### Centraal Magazijn (Main Warehouse) VGM bv

Stammerkamp 3a  
1112 VE Diemen  
Telephone numbers: +31 (0) 20 570 87 96 (planning) or +31 (0) 20 570 87 50 (warehouse)  
Mobile phone: +31 (0) 6 52751928

*Samples / approval samples should be sent to the head office, for the attention of the applicant or the appropriate Category Manager at:*

#### Hoofdkantoor (Head Office) VGM

Gabriël Metsstraat 8  
1071 EA Amsterdam  
The Netherlands

### Terms and conditions of delivery:

As a general rule each delivery must be registered with the Warehouse; if not registered in time, the delivery cannot be accepted.

- All deliveries must be provided with a consignment note on which the order number of VGM is stated.
- All deliveries must be accompanied by a delivery note including at least the following details:
  - VGM order number
  - VGM article number
  - Description of article
  - Number of items delivered per article
  - Number of boxes delivered
  - Supplier name

### Registering deliveries:

Deliveries must be notified in advance by e-mail to [transportplanning@vangoghmuseum.nl](mailto:transportplanning@vangoghmuseum.nl), according to the timetable below:

- Packages / Pallets: register at least 3 working days before transport by e-mail.
- Container deliveries: register at least 5 working days before transport by e-mail.

The delivery date on the order is an indication, after registration the logistics planner of VGM has 3 days to schedule the delivery.

If you would like to speak to the logistics planner, please contact Renata Strippoli: telephone number 020-5708796 / 06-52751928, b.g.g. 020-5708750.

- The packing slip must also be submitted digitally in advance to: Renata Strippoli, [Transportplanning@vangoghmuseum.nl](mailto:Transportplanning@vangoghmuseum.nl). Deviations (numbers, delivery time, etc.) compared to the official order must be reported to the Commercial Logistics assistant as soon as possible, at least 1 week before the planned delivery date. In case of promotions, short seasonal items, it may be decided not to receive these items anymore. Lost profit can be claimed.

### Guidelines Transport Packaging:

The transport packaging ought to protect the article, so that external pressure or dirt or handling during transport will not affect the goods. Sharp components ought not to stick through the packaging. Surplus packing material not contributing to the abovementioned should be avoided as much as possible for environmental reasons.

Materials preferably consist of the same type of material and are to be recyclable. Combinations of materials ought to be prevented as much as possible and materials should be easily sortable.

Dimensions of the packaging are such that they leave as little inner space as possible.

For as yet, the following types of transport packaging are not allowed: PVC, PU, foam material with CFCs, Glass wool, woodchips, MDF.

Articles must be delivered in standard boxes and boxes should not exceed 15KG.

Boxes must be transported in an upright position.

Each transport packaging (outer box) must be accompanied by the following information:

- Order number
- Article number
- Description

- Quantity
- Box number 1/... (of the total)
- Gross KG
- Net KG
- Barcode outer
- Expiry date (if applicable)

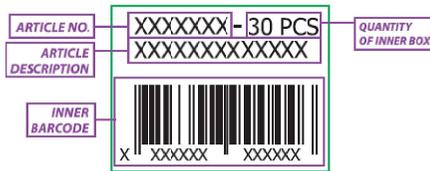
This information should be visible on 4 standing sides of the box

Each inner box/bag (supplementary unit) must be accompanied by the following information:

- Article number
- Description
- Quantity
- Barcode inner
- Expiry date (if applicable)

**Example:**

- USE COLOUR BLACK 100% ON WHITE STICKER OR BACKGROUND
- CHECK BARCODE WITH SCANNER
- MINIMUM OF 4 MM DISTANCE BETWEEN TEXT ABOVE BARCODE AND BARCODE ITSELF



**Pallet deliveries:**

The goods must be delivered on wooden or plastic pallets EPAL (EURO) dimensions 1200 x 800mm or 1000 x 1200mm. The pallets used must be in proper condition. If delivery occurs on damaged pallets or on pallets that are not reusable, the delivery can be refused.

A pallet (with EU exchange system) is considered as damaged or non-reusable when:

- The general condition is weak and it cannot be guaranteed that it will hold the weight
- A corner block is missing, dropped or twisted
- One of the planks is missing or broken
- The pallet is soaking wet.

Each pallet and box must be accompanied with a VGM order number and a pallet or box number. The following need to be listed:

**For example:**

Box number: 1/12

This means that it is box 1 of a total of 12 boxes.

Pallet deliveries must be delivered sorted per article number if possible. Several article numbers (boxes) are allowed on one pallet but this must be clearly indicated.

## Annex 2 Suppliers' Instructions Museum Locations 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 processing of the supply of Goods and activities by suppliers at the museum locations 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 recent (not more than two months old) 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 and drinking is not permitted in the buildings of the VGM, other than in the areas intended for this purpose.
- Smoking is not permitted in the buildings or within a 50-metre radius around the Van Gogh Museum buildings.
- 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, sawing and other noisy work may only be carried out in the museum areas outside of the public opening hours, and only in consultation with and with the permission of the Van Gogh Museum, unless otherwise agreed and confirmed in writing.
- Lithium-Ion batteries (and the devices containing them) may not be stored in the museum areas. Only original batteries, chargers, plugs etc. may be used. Batteries (in devices) must not be damaged or deformed.
- Equipment and materials used must be inspected and maintained. Unsound equipment may not be used in the Van Gogh Museum buildings.
- 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 at the buildings of VGM

- 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 (by example flowers, envelopes or small boxes).
- 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 (with a passport; Dutch ID-card; ID-card or passport of an EER-country; Dutch aliens document).
- 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 suppliers and/or third parties hired by suppliers. Suppliers are expected to cooperate with this.
- Access will be denied if the VGM considers this necessary.

## Annex 3 The Code of Ethics and Code of Conduct

### Van Gogh Museum Foundation Code of Ethics for its external stakeholders

The Van Gogh Museum (hereinafter: VGM) is committed to the principles of corporate social responsibility. This Code of Ethics serves as the basis for the VGM when accepting donations and entering into relationships with external parties. We expect all of our donors, suppliers of goods and services, licensees and sub-licensees and other contracting parties (hereinafter: partners) to help us comply with this Code of Ethics by actively supporting and respecting our values and principles, and by applying them to their own business environment as much as possible.

This Code of Ethics applies to all parties from whom the VGM receives donations and with whom it enters into sponsorship agreements, as well as to suppliers of goods and services, licensees and sub-licensees of the VGM and all other partners. This Code of Ethics contains the values and principles most relevant to the cooperation with all our partners.

This is a living document, which the VGM may amend or extend. We will inform our partners of any changes, and the Code of Ethics is available on the VGM's website.

#### **Respecting the law**

The VGM expects its partners to comply with all applicable legislation and regulations. Compliance with laws and regulations must never be compromised. Persons or entities subject to UN sanctions are excluded from any collaboration with the museum.

#### **Integrity and professional conduct**

The VGM considers integrity and ethical conduct by its partners as essential conditions for sustainable business practice, investments and donations. The VGM therefore expects its partners to support an open, fair and competitive business environment. The VGM observes the Fair Practice Code and the Diversity and Inclusion Code, and expects the same from its partners.

The VGM also has an anti-bribery scheme that is subject to both internal and external compliance. The museum's working procedures must not be affected by any conflict of interest. Furthermore, partners may not be involved in any form of corruption, extortion or embezzlement, nor be involved in any form of bribery, including but not limited to, promising, offering, giving or accepting an inappropriate monetary or other inducement. Gifts or incentives to influence business or other decisions are unacceptable.

#### **Working conditions and human rights**

The VGM endorses the values laid down in the Universal Declaration of Human Rights and the International Labour Organization's core conventions, based on respect for the dignity of the individual without any distinction. The VGM will therefore only enter into relationships with business partners who comply with the following standards and values:

- a. provide working conditions that enable safe working practices and that support the health of the employees in the workplace;
- b. treat employees fairly in terms of reasonable working hours, periodic leave and remuneration for work performed;
- c. respect the right of employees to freely and democratically set up trade unions and not to discriminate against employees based on their union membership;
- d. employ people based on the principle of equal opportunities, without distinction as to race, skin colour, gender, religion, beliefs or origin;
- e. do not use or participate in child or forced labour, and in particular observe the relevant standards of the International Labour Organization.

#### **Products and the environment**

All products that are sold and/or used by the VGM in some other way must always meet the legal safety requirements and in no way endanger the health and safety of people. The products should be manufactured in an animal-friendly way and not contain fur.

Business partners will make an effort to prevent the degradation of the environment and to comply with any applicable environmental or other legislation regarding this topic. They will endeavour to prevent or minimize the adverse effects on the community, natural resources and the environment in general.

#### **Proviso**

The VGM may refuse gifts made by partners if research (for example, of publicly available sources) reveals that they have deliberately invested in organizations that do not comply with this Code of Ethics or who otherwise closely cooperate with such organizations. If a lack of compliance with the Code of Ethics is established after a gift or donation has been accepted, the amount will be refunded and any contractual considerations (such as naming rights) will cease. The VGM will discuss this with the partner in question to elucidate its reasons for refusing a gift and to encourage compliance with the Code of Ethics.

#### **Compliance**

The VGM expects its partners to comply with this Code of Ethics. At the VGM's request, business partners must be able to demonstrate that they have taken the necessary measures to ensure compliance with the Code of Ethics. Business partners will be expected to communicate the Code of Ethics to their own employees and to take all reasonable measures to ensure that their own external partners comply with the Code of Ethics.

The VGM conducts an ongoing constructive and open dialogue with its business partners to strengthen the Code of Ethics. If a business partner fails to comply with the Code of Ethics, the VGM will attempt to address any failure to comply with that partner, whereby the partner undertakes to comply within a set period. However, if this does not occur or if corrective measures are not forthcoming, the VGM will suspend cooperation with that business partner and, as a last resort, terminate the agreement with that business partner.

#### **Internal procedures**

Donations and sponsor agreements are checked by the relevant Fundraiser / Partnerships Manager and are then submitted to the Head of the Development Department, who will in turn present them to the Board of Directors. The Supervisory Board will be informed if necessary.

## **Code of Conduct**

### **Introduction**

The Van Gogh Museum is committed to the principles of socially responsible business. We expect all our suppliers, our (sub) licensees and other business partners (hereinafter business partners) to help us to fulfil this commitment by actively supporting and respecting our values and principles in their own business practice.

This code of conduct applies to all suppliers from whom VGM purchases and all (sub) licensees of VGM which provide merchandise articles and/or are using the VAN GOGH Trademarks and all other business partners. This Code of Conduct summarizes the key elements that redeem to be the most relevant for our business partners.

VGM can extend this Code of Conduct with additional elements, values and guidelines. Business partners will be informed of such extensions.

### **Respecting the law**

VGM expects its business partners to comply with all applicable laws and regulations. Laws and regulations must never be compromised.

### **Integrity and business conduct**

VGM considers integrity and liability in relationships with its business partners as essential preconditions for sustainable business. We therefore expect our business partners to support an open, fair and competitive business environment. Conflicts of interest will not be allowed to affect the good operation of our business. Furthermore, business partners cannot be involved in any act of corruption, extortion or embezzlement, not in any form of bribery – including but not limited to – the promising, offering, giving or accepting of any improper monetary or other incentive. Gifts and inducement to influence business or other decisions are not acceptable.

### **Labour conditions and human rights**

VGM endorses the values embodied in the Universal Declaration of Human Rights and the Core Conventions of the International Labour Organization based on respect for the dignity of the individual without distinction of kind. Business partners shall:

- a. apply such working conditions that allow for safe working practices and support the occupational health of employees;
- b. employees should be treated fairly in relation to reasonable working hours, periodic leave and remuneration for work performed;
- c. respect the right of employees to form unions in a free and democratic way and not discriminate against workers because of trade union membership;
- d. people are employed based on the principle of equal opportunity, without distinction to race, color, gender, religion, affiliation or origin;
- e. not to use or participate in child, forced or bonded labour, and specifically there will be compliance with the relevant standards of the International Labour Organization.

## **Products and Environment**

All products will always comply with the safety regulations and will not jeopardize in any way the health and safety of their users. The products will be manufactured in an animal friendly way and will not contain any animal fur.

Business partners will take the necessary measures to avoid environmental degradation and comply with environmental and other legislation applicable to its operations in a geographical location. Business partners should assess significant environmental impact of operations, and establish effective policies and procedures that reflect their environmental responsibilities. They will see to implement adequate measures to prevent or minimize adverse effects on the community, natural resources and the overall environment.

### **Compliance**

VGM expects its suppliers to observe and to live by this Code of Conduct. Business partners are to show evidence that they take the necessary measures to ensure their observance of this Code. Business partners shall take all necessary steps to ensure that the Code of Conduct is also communicated to their employees and shall take appropriate steps to ensure that their own suppliers live by the Code of Conduct. VGM will monitor the performance of its business partners in this respect.

VGM pursues a constructive and open dialogue with its business partners in order to reinforce the Code of Conduct. If cases of non-compliance are found, VGM and its business partner will develop ways and means to correct the non-compliance, provided VGM receives the commitment from the business partner to correct the non-compliance within due time. However, in case VGM notices no commitment or a lack of corrective measures, VGM is entitled to cease doing business with the specific business partner and as a final resort to terminate its agreement with that business partner.

## Annex 4 General Terms and Conditions for Visitors

October 2023

### Guiding principles

The Van Gogh Museum is dedicated to offering as many individual visitors and (school) groups the opportunity to visit the museum. The Van Gogh Museum is focused on ensuring that a visit to the museum or to an exhibition organised by the museum and/or participation in a Van Gogh Museum activity or service is as enjoyable and safe as possible. The Van Gogh Museum is keen for every visitor to the museum to have a unique and inspirational experience. The museum therefore takes every reasonable step to minimise inconvenience and nuisance during the visit.

#### 1. General provisions: Definitions

- 1.1. The Van Gogh Museum: the Van Gogh Museum Foundation, formerly Rijksmuseum Vincent van Gogh/Rijksmuseum H.W. Mesdag, domiciled at Museumplein 6 in Amsterdam, which, by virtue of its objective, makes the life and work of Vincent van Gogh and the art of his time accessible to the largest and most diverse audience possible in order to enrich and inspire them
- 1.2. The Van Gogh Museum: the areas open to the public in the Van Gogh Museum Building at Museumplein 6 in Amsterdam, including the Van Gogh Museum academic library and archives located at Gabriel Metsustraat 8 in Amsterdam.
- 1.3. Visitor: anyone entering the Van Gogh Museum Building to visit an exhibition or consult a library collection, or attending – upon invite – a reception, conference, lecture or similar event in the Van Gogh Museum Building.
- 1.4. Entrance Ticket: a ticket granting a Visitor access to (the galleries in) the Van Gogh Museum during regular opening hours.
- 1.5. Admission Pass: an Entrance Ticket (whether combined with a discount card or not) or a similar pass (such as a written invitation, voucher or annual pass) that grants access to (a) (further specified) area(s) in the Van Gogh Museum Building. An Admission Pass also refers to a digital Entrance Ticket (an Entrance Ticket either printed by the Visitor, or shown on a smartphone).
- 1.6. Goods: all goods, including monies, monetary instruments and negotiable instruments.
- 1.7. Van Gogh Museum Official: all natural persons working in and around the Van Gogh Museum Building by order of the Van Gogh Museum.
- 1.8. Search: the searching (by Van Gogh Museum Officials) of bags, (suit)cases, coats and other luggage or objects carried by Visitors.

#### 2. Applicability

- 2.1. These terms and conditions apply to all Visitors to the Van Gogh Museum as well as to all natural persons and/or legal persons that are or have been employed by the Van Gogh Museum in the context of its objective.
- 2.2. These terms and conditions also apply to special activities that are organised outside of the regular opening hours and/or that are focused on non-regular Visitors, in the case of exclusive receptions.
- 2.3. Deviations from these conditions are only valid in the case of explicit and written agreement.

#### 3. Admission to the Van Gogh Museum

- 3.1. Visitors are obliged to cooperate with a Search. Should a Visitor refuse to cooperate, admission to the Van Gogh Museum Building may be refused. In such cases, the Visitor is not entitled to a refund.
- 3.2. Visitors are only permitted to enter the Van Gogh Museum upon production of a valid Admission Pass.

- 3.3. Visitors are obliged to, upon request from a Van Gogh Museum Official, show the Admission Pass and voucher or other pass granting reduced price entrance. Should a Visitor not be able or willing to comply with such a request, admission to the Van Gogh Museum may be refused, and the Visitor is not entitled to a refund.
- 3.4. The Van Gogh Museum reserves the right to adjust prices.
- 3.5. Resale of Entrance Tickets is not permitted without prior permission from the Van Gogh Museum. Should an Admission Ticket prove not to be issued by the Van Gogh Museum or a reseller authorised by the Van Gogh Museum, the Visitor will be refused (further) access to the museum.
- 3.6. Visitors are not entitled to a refund in the case that an Admission Pass/Entrance Ticket is lost or stolen prior to their visit to the Van Gogh Museum.
- 3.7. The mere fact that the time and date stated on the Entrance Ticket has passed is sufficient to invalidate an Admission Pass purchased in advance.
- 3.8. Should a potential Visitor not use an Admission Pass purchased in advance, this is at the expense and risk of the Visitor. Issued Admission Passes cannot be exchanged. The entrance fee will not be refunded should a Visitor not (be in the position to) use an Entrance Ticket, irrespective of the reason.
- 3.9. Visitors may be refused admission to the Van Gogh Museum if they appear to be under the influence of alcohol, drugs or similar substances.
- 3.10. Travel agencies and tour operators are not permitted to make (group) bookings for Visitors. Group tickets purchased through such travel agencies or tour operators are accordingly not valid in the Van Gogh Museum.
- 3.11. The Van Gogh Museum reserves the right to adjust the regular opening hours to allow for occasional health and safety drills (Article 23 of the Dutch Occupational Health and Safety Act/Arbowet) or, in the event of an actual calamity and when deemed necessary, to order partial or complete evacuation of the Van Gogh Museum. Such an adjustment to the regular opening hours does not entitle a Visitor to a refund of the entrance fee, if paid.

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

- 4.1. A visit to the Van Gogh Museum is at the expense and risk of the Visitor.
- 4.2. Children under the age of 12 are only permitted to visit the Van Gogh Museum when accompanied by an adult.
- 4.3. During their time in the Van Gogh Museum Building, Visitors shall respect the safety guidelines, public order and other applicable regulations associated with a museum visit. Visitors are also obliged to immediately comply with directions and instructions given by Van Gogh Museum Officials, recognisable as such. Should a Van Gogh Museum Official be of the opinion that a Visitor acts in any way that contravenes these guidelines, norms, directions and instructions, the Visitor can be refused (further) access to the Van Gogh Museum Building, without prejudice to the Van Gogh Museum's right to compensation for any damages.
- 4.4. (Suit)cases, rucksacks, bags, travel luggage in any form, flowers/flower bulbs, skates/skateboards/inline skates, balloons, scooters, musical instruments, tools, lithium ion batteries, with a capacity greater than 100Wh and other objects larger than 45 x 25 x 25 cm are not permitted in the Van Gogh Museum.
- 4.5. Umbrellas, rucksacks, bags, backpack child carriers on the back, hiking/trekking poles or walking sticks with a point and other large objects are not permitted in the museum galleries. Such objects should be stored in a locker. Child carriers that cannot be worn on the stomach can exceptionally be handed in at the desk Information in the Atrium, where a buggy can be borrowed (while supplies last).
- 4.6. The Van Gogh Museum accepts no responsibility for damage to or loss of goods that have been given for safekeeping by the Visitor or have been stored in a locker.
- 4.7. Visitors are responsible for any damage they cause, also for any damage caused whilst participating in a workshop, guided tour or other activity organised by the Van Gogh Museum.

- 4.8. The Van Gogh Museum reserves the right to refuse access to the museum, temporarily or permanently, to any Visitor who, during one or more previous visits to the Van Gogh Museum and/or other museum, damaged an object through negligence, gross negligence and/or intent, or if there are legitimate grounds for fearing that a Visitor will cause damage. The Van Gogh Museum is in any case at liberty to subject such a Visitor to the measures stipulated in article 4 for all of their visits. A Visitor will be informed of a decision to refuse admission immediately, if possible in writing.

- 4.9. In the event of a calamity, e.g. the sudden disappearance of a work of art, a terrorist attack or violence of a different order, the Van Gogh Museum reserves the right to seal the exits and escort Visitors present in the museum out of the building one by one. Visitors may then be asked to cooperate with a Search conducted by or on behalf of Van Gogh Museum Officials. Visitors who refuse to cooperate with a Search shall be delivered into police custody.

## 5. Code of conduct

- 5.1. Visitors to the Van Gogh Museum shall:

- a. not offer Goods of any kind to other visitors, for purchase or free of charge;
- b. not hinder other Visitors, including but not limited to, prolonged obstruction of the view of the exhibited objects or causing noise nuisance (including the use of mobile telephones and other audio equipment);
- c. not bring animals or pets with them into the museum, with the exception of guide dogs;
- d. no smoking in the museum and within a radius of 50 meters around the museum;
- e. not consume any food or drink (you bring yourself), with the exception of in the café/restaurant and at the hospitality areas in the Van Gogh Museum. Alternative rules may apply for events; any such rules will be announced by the Van Gogh Museum Officials;
- f. not touch any of the exhibited objects, unless this is emphatically and explicitly permitted; parents or teachers/supervisors must remain strictly mindful that the minor(s), individual(s) or group(s) for whom they are responsible do not touch the exhibited objects.
- g. not draw or paint without prior written consent from the Van Gogh Museum. For more information in this regard, Visitors can enquire at the Desk Information in the Atrium.

- 5.2. Parents or teachers/supervisors are at all times responsible and answerable for the conduct of the minor(s), individual(s) or group(s) in their charge.

## 6. Photography and filming in the museum

- 6.1. Taking photographs in the museum is only allowed if:
- a. no use is made of lamps, flash equipment and/or tripods (including selfie sticks);
  - b. the equipment used is of hand-held format;
  - c. other Visitors are not hindered;
  - d. the art is not endangered;
  - e. the privacy of other Visitors or Van Gogh Museum Officials is not infringed;
  - f. the photo recordings made are used exclusively for personal, non-commercial purposes, unless the situation is as described in Article 6.2.
- 6.2. Photographs taken in the Van Gogh Museum may not be used for professional purposes other than with the explicit written permission of the Van Gogh Museum, in which case the applicable rate list will be applied.
- 6.3. Filming in the museum is not allowed, with the exception of (professional) parties who have received express permission for this from the Van Gogh Museum.

## 7. Refunds

- 7.1. The Van Gogh Museum is not obliged to refund the cost of an unused Entrance Ticket. Associated transaction fees and/or other expenses are also not eligible for refund.

- 7.2. The following circumstances will at no time oblige the Van Gogh Museum to make any form of recompense of paid monies or to offer any other form of damages to a Visitor:
- a. items from the Van Gogh Museum permanent collection not being on display;
  - b. the partial closure of the Van Gogh Museum, including but not limited to partial closure relating to the assembly or deconstruction of exhibitions;
  - c. nuisance or inconvenience caused by other Visitors, including but not limited to noise nuisance, inappropriate behaviour (e.g. harassment) and theft;
  - d. damage caused by other Visitors;
  - e. nuisance or inconvenience caused by maintenance work, including but not limited to renovations or the (re)design of spaces or galleries;
  - f. nuisance or inconvenience resulting from the improper functioning of facilities in the Van Gogh Museum.

## 8. Liability

- 8.1. The Van Gogh Museum is solely liable for detriment suffered by a Visitor that is the direct result of gross negligence or intent on the part of the Van Gogh Museum. This liability is limited to:
- a. the maximum sum awarded by the Van Gogh Museum's insurer to the Van Gogh Museum with regard to the detriment,
  - b. or the maximum sum awarded by a third party to the Van Gogh Museum with regard to the specific individual claim in question.
- 8.2. In the event of damages resulting from death or physical injury, the total liability of the Van Gogh Museum will in no case exceed the damages as outlined in paragraph 1 of this section.
- 8.3. Under no circumstances is the Van Gogh Museum liable for indirect damages, including consequential loss, lost profit and/or pay, lost savings, etc.

## 9. Force majeure

- 9.1. All foreseeable or unforeseeable circumstances that complicate the execution of the agreement by the Van Gogh Museum to such an extent that it becomes difficult or impossible for the Van Gogh Museum to do so, whether 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 shortcomings.
- 9.2. Such circumstances include those regarding persons and/or services and/or organisations that the Van Gogh Museum wishes to employ when executing the visitor agreement, as well as everything that constitutes force majeure or a suspensory or resolute condition with regard to the aforementioned, as well as attributable shortcomings on the part of the aforementioned.

## 10. Lost property

- 10.1. Lost property found by Visitors in the Van Gogh Museum should either be given to a Van Gogh Museum Officer, or handed in to the Desk Information in the Van Gogh Museum.
- 10.2. The Van Gogh Museum will take charge of lost property.
- 10.3. Should the alleged owner of the lost property make themselves known, he or she has the option of collecting the item in person, or having it sent cash on delivery. In both cases, the owner will be required to produce valid proof of identification. Should the Van Gogh Museum have any doubts regarding the status of the alleged owner, the Van Gogh Museum reserves the right to request proof of ownership.
- 10.4. Lost property will be listed on the iLost website (<https://ilost.co/nl/org/van-gogh-museum>). The Van Gogh Museum reserves the right to dispose of lost property that has not been collected after one month.

## 11. Complaints procedure

- 11.1. Visitors wishing to register a complaint should complete the relevant (digital) form, available from the Desk Information at the Van Gogh Museum, or send an email outlining

their complaint to [bezoekersservice@vangoghmuseum.nl](mailto:bezoekersservice@vangoghmuseum.nl).

11.2. The Visitor's complaint will be investigated, and a response will follow within 30 working days.

**12. Other provisions and applicable law**

12.1. The applicability of these General terms and conditions for visitors in no way prejudices the potential applicability of other contractual terms and conditions and/or provisions enacted by the Van Gogh Museum.

12.2. Supplementary terms and conditions apply for the webstore and Museum Shops.

12.3. In addition to the General terms and conditions for visitors, other (contractual) conditions may also apply to certain (groups of) visitors.

12.4. If government measures apply, additional conditions may apply to the museum visit. These additional conditions can be found on the Van Gogh Museum website.

12.5. These General terms and conditions for visitors and the agreement between Visitors and the Van Gogh Museum are subject to Dutch law. Disputes between Visitors and the Van Gogh Museum resulting from this agreement will be brought before the competent court in Amsterdam.

Van Gogh Museum Foundation, Amsterdam,  
Emilie Gordonker, General Director  
Rob Groot, Managing Director