

APPROVED
by Order No 1R- 226
of 25 August 2015
of the Managing Director
of SE Lithuanian Airports

**GENERAL TERMS AND CONDITIONS OF PROVISION OF GROUND HANDLING
SERVICES AT AIRPORTS MANAGED BY BRANCHES OF
SE LITHUANIAN AIRPORTS**

VERSIONS OF THE TERMS AND CONDITIONS

No	Date	Amendments	Applicable from
1	2015 10 07	Annex 1:8,2,8.3,8.4;Annex2: 2.	2015 10 07
2	2016 02 22	8.17	2016 04 01
3	2017 11 13	1, 2.12, 10.1	2018 01 01
4	2018 01 16	Annex 4	2018 03 01
5	2019 02 01	8.17	2019 03 01
6	2021 07	Item 9.4; Item 1 of Annex 4; Annex 5	2021 07

GENERAL PART

The present General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Branches of SE Lithuanian Airports (hereinafter referred to as the Terms and Conditions) have been prepared in accordance with Council Directive 96/67/EC of 15 October 1996 on access to the ground handling market at Community airports, the Rules for Provision of Ground Handling Services at Airports approved by Order No 3-144 "On Approval of the Rules for Provision of Ground Handling Services at Airports" of 12 April 2002 of the Minister of Transport and Communications of the Republic of Lithuania and in consideration of the fact that management of the centralised infrastructure at Vilnius International Airport used for provision of ground handling services has been authorised to SE Lithuanian Airports subject to Order No 3-75 of 27 January 2009 of the Minister of Transport and Communications.

The Ministry of Transport and Communications has been duly informed about the terms and conditions of management of the centralised infrastructure of Vilnius International Airport set out herein.

Since 1 July 2014, SE Lithuanian Airports (hereinafter referred to as LOU) is an enterprise managing three civil airports - Vilnius International Airport, Kaunas International Airport and Palanga International Airport. The rights of management of the aforementioned airports are implemented by LOU through its branches established in Vilnius, Kaunas and Palanga, respectively. For the purposes hereof, the relevant LOU branch shall also be deemed the entity performing functions of management and administration of the relevant airport, and LOU - the legal entity administering payment for use of the airport infrastructure, managing the branches and implementing the procedural rights.

The present Terms and Conditions have been prepared in accordance with the criteria of reasonableness, transparency and objectivity and they shall apply to all parties intending to provide and providing ground handling services at any airport managed by LOU branches - at Vilnius International Airport, Kaunas International Airport or Palanga International Airport (hereinafter referred to as the Airport).

The purpose hereof is to establish the terms and conditions of access to ground handling markets of the Airports managed by LOU branches, the general conditions, procedure and terms of provision of ground handling services, use of objects of the infrastructure of the Airport managed by LOU branches or transferred to the third parties in accordance with the procedure laid down by the legislation as well as to regulate the general conditions, procedure and terms of use of separate objects of the centralised infrastructure of the Airport.

The present Terms and Conditions shall be binding on all natural and legal persons intending to provide or providing ground handling services at the Airport and on the Airport users providing ground handling services to themselves (hereinafter referred to as the Self-handler).

In the event an LOU branch and a provider of ground handling services and an air carrier have made a separate written agreement providing for the special terms and conditions, i.e. other than the terms and conditions of provision of ground handling services at the Airport set out herein, the terms and conditions provided for in such an agreement shall apply to relations between the LOU branch and the provider of ground handling services for the service of that particular air carrier. When the agreement specifying the special terms and conditions provided therein expires, the provider of ground handling services shall follow the present Terms and Conditions.

Prior to providing ground handling services, using objects of the Airport Infrastructure, providers of ground handling services (hereinafter referred to as the Providers) / air carriers (hereinafter referred to as the Air Carriers) shall make themselves familiar with the present Terms and Conditions which are made public on the Airport websites at www.vno.lt, www.kaunas-airport.lt and www.palanga-airport.lt and shall follow them. Subject to the procedure set forth herein, provision of information to the Airport or the actual use of any part of the Airport Infrastructure by the Provider shall be deemed confirmation that the Provider has made itself familiar with the General Terms and Conditions and agreed to follow them.

1. CONCEPTS

The capitalised concepts used herein shall have the following meaning, unless clearly indicated otherwise herein. Definitions of additional concepts relevant to use of CI of the specific Airport shall be provided in the beginning of the relevant annex hereto. Definitions of concepts shall also apply to any proposals and other documents related to use of the infrastructure of the Airport managed by an LOU branch, unless they provide for otherwise. Definitions of concepts in singular shall include plural and vice versa.

Rules for Provision of Ground Handling Services	The Rules for Provision of Ground Handling Services at Airports with all subsequent amendments and supplements approved by Order No 3-144 "On Approval of the Rules for Provision of Ground Handling Services at Airports" of 12 April 2002 of the Minister of Transport and Communications. For the sake of clarity, it should be said that the Rules for Provision of Ground Handling Services apply only to the Providers providing Ground Handling Services at Vilnius International Airport.
Ground Handling Services	The services referred to in Annexes 1 and 2 hereto and provided to the Air Carriers at the Airport.
General Aviation flights	Flights which are carried out with general aviation aircrafts with MTOW no more than 5700 kg.
Provider(s)	A natural or legal person providing one or more types of the Ground Handling Services to a third party in accordance with the Rules for Provision of Ground Handling Services and with the present Terms and Conditions, also the Self-handler - the Airport user providing the Ground Handling Services to itself.
Responsible Person	Person(s) assigned by the Provider / Airport Administration / Air Carrier, who is (are) authorised to communicate with the Provider / Airport Administration / Air Carrier on issues related to provision of ground handling services and use of the Airport Infrastructure and to provide / receive the associated notices and information.
CI	The centralised infrastructure of the Airport for provision of ground handling services managed by the Airport Administration or transferred to the third parties in accordance with the procedure laid down by the legislation: a part of the Airport Infrastructure referred to in Annex 4 hereto whose complexity, cost or environmental impact does not allow of division or duplication. Management of the centralised infrastructure at Vilnius International Airport is authorised to the Airport Administration by the decision of the Minister of Transport and Communications, and at Kaunas International Airport and Palanga International Airport - by the decision of the relevant Airport Administration.
Airport Infrastructure	The Airport Infrastructure (including the centralised infrastructure) and equipment for provision of the Ground Handling Services managed by the Airport Administration.
LOU	State Enterprise Lithuanian Airports, legal entity code: 120864074, registered address: Rodūnios kelias 10A, LT-02189 Vilnius, VAT identification number: LT208640716, registered in the Register of Legal Entities.
Fee(s)	A fee payable by the Provider / Air Carrier to LOU for use of the

	Airport Infrastructure.
Airport	Vilnius International Airport (or VNO), Kaunas International Airport (or KUN) or Palanga International Airport (or PLQ) managed by the Airport Administration.
Airport Administration	The administration of Vilnius, Kaunas or Palanga branch of State Enterprise Lithuanian Airports managing and administering the infrastructure of the relevant Airport, also coordinating and controlling activities of various companies operating at the Airport.
Airport Rules	Legislation of the Republic of Lithuania and orders approving the rules, descriptions, regulations and other local documents related to activities at the Airport passed by the Head of LOU, the Head of the Airport Administration or other competent body. The Provider / Air Carrier shall be notified of the rules of the Airport (also amendments thereof) relevant to activities of the Provider / Air Carrier at the Airport in writing or they shall be published on the website of the Airport.
Terms and Conditions	The present General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Branches of SE Lithuanian Airports.
Party(ies)	The Provider, the Air Carrier and the Airport Administration jointly or each individually
Provision of Information / Written Notification	Provision of information in written documents of any form. Correspondence by e-mail or fax shall also be deemed written provision of information / notification in the sense of implementation hereof. The transfer of documents by means of electronic systems installed at the Airport (e.g. electronic invoicing system or any other systems which may be installed during the period of validity hereof) shall also be deemed provision of information, assignment, etc. in written form.
Air Carrier(s)	a natural or legal person engaged in passenger, mail and/or cargo transportation by air from the Airport or to it. For the purposes hereof, the Air Carrier shall in all cases implement the actual use of the Airport Infrastructure and the related obligations, with the exception of the obligation to pay the Fees for use of the Airport Infrastructure, only through the Providers hired by the Air Carrier for use of the Airport Infrastructure.
Website	official website of the relevant Airport: www.vno.lt , www.kaunas-airport.lt or www.palanga-airport.lt .

2. APPROVAL OF THE PROVIDER

- 2.1. The Providers registered in a member state of the European Union or in the European Economic Area (EEA) and approved in accordance with the procedure laid down in this article hereof shall be entitled to provide the Ground Handling Services at the Airport. The approved Providers established in other countries may provide the Ground Handling Services at the Airport only where it is provided for in the relevant international treaty of the Republic of Lithuania.
- 2.2. The Provider shall be entitled to provide only the Ground Handling Services whose provision has been approved by the Airport Administration.
- 2.3. In order to start activities on provision of the Ground Handling Services at the Airport, each Provider and each Self-handler (hereinafter referred to as the Applicant) shall submit an application (according to Annex 3 hereto) to the Airport Administration with all the documents (copies thereof) referred to therein to be approved as the Provider that will be providing the Ground Handling Services referred to in the application to the third parties at the Airport or as the Self-handler that will be providing the Ground Handling Services referred to in the application to itself.
- 2.4. The Airport Administration shall assess the application and its accompanying documents within 30 days following receipt of the application.
- 2.5. In the event the Applicant fails to submit all, detailed data or documents to obtain the approval, the Airport Administration shall notify the Applicant of deficiencies in the application and shall set a reasonable term (which shall be no less than 5 business days) for elimination thereof. In the event of revision of the application, the period for assessment of the application's eligibility referred to in Paragraph 2.4 hereof shall be extended by the period of revision of the application.
- 2.6. The Providers approved by the decision of the Airport Administration and the specific Ground Handling Services provided by them shall be published on the website of the Airport.

2.1. PECULIARITIES OF APPROVAL OF THE PROVIDER AT VNO

- 2.7. The Applicant's application on provision of the Ground Handling Services at VNO shall be assessed only in terms of the submission of all the required documents referred to in the application. For the sake of clarity, it should be said that approval of the Provider that will be providing the Ground Handling Services at VNO shall not mean the procedure of approval obtained in accordance with the procedure laid down by the Rules for Provision of Ground Handling Services and shall not be able to replace it or to annul the decisions adopted during the mentioned procedure. The Airport Administration shall approve the Applicant in the event all the data and documents referred to in the application have been submitted.

2.2. PECULIARITIES OF APPROVAL OF THE PROVIDER AT KUN AND PLQ

- 2.8. The Applicant's application and its accompanying documents shall be assessed in terms of its compliance with the criteria referred to in Paragraph 2.9 hereof.
- 2.9. The Airport Administration shall approve the Applicant in the event the Applicant:
 - 2.9.1. has sufficient experience, financial resources, equipment, organisational structure, staff, maintenance and operating procedures and is able to ensure security and safety of facilities, aircrafts, equipment and people and the service quality level (if established at the Airport);
 - 2.9.2. has insured its civil liability for the amount of no less than the amount referred to herein.
- 2.10. The Airport Administration shall be entitled to withdraw the approval granted in the event the Provider no longer meets the criteria referred to in Paragraph 2.9 hereof. The Provider shall lose the right to provide the Ground Handling Services at the Airport upon withdrawal of the approval.
- 2.11. Where the Airport Administration refuses to approve or revokes the approval granted, the reasons for such refusal or revocation shall be submitted to the relevant Applicant, Provider or Self-handler in writing.
- 2.12. At KUN and PLQ airports Airport Administration can approve the Provider to provide Ground Handling Services only for General Aviation aircrafts.

2.3.SUB-PROVIDER

- 2.13. The Provider shall ensure that it will not transfer provision of the Ground Handling Services to other parties without a prior written consent of the Airport Administration. In the event the Provider hires third parties for provision of the Ground Handling Services, the third parties shall be subject to the provisions hereof and the Provider shall be responsible for familiarisation of the third parties herewith. The Provider shall be responsible for actions of the third party hired by it, including, but not limited to, the compliance with the safety and security requirements, unless the Provider hires another approved Provider operating at the Airport. The Self-handler shall not have the right to be the third party hired by the Provider for provision of the Ground Handling Services.
- 2.14. The Provider shall ensure that the third party hired for provision of the services in each case has sufficient civil liability insurance for the amount of no less than the amount referred to herein. Civil liability insurance shall cover activities in both the Airport's airside and the Airport's landside and approaches thereof. The Provider shall be entitled to include the third parties it hires in its civil liability insurance certificate.

3. SELECTION OF THE PROVIDER

- 3.1. The Airport Administration shall be entitled to limit the number of the approved Providers at the Airport for any type or all types of the Ground Handling Services. The decision to limit the number of the approved Providers may be adopted in the event of objective reasons, e.g. including, but not limited to, the case where the land or the equipment of the Airport used for provision of the Ground Handling Services is needed by the Airport; where the financial benefits are pursued by limiting the number of the Providers and providing the Ground Handling Services by the Airport (e.g. the Ground Handling Services provided by the Airport to the Air Carriers are more accessible while maintaining the same service quality, they are cheaper and result in greater financial benefits for the Air Carriers as the Air Carriers are charged decreasing Airport fees); where the limitation of the number of the Providers is necessary to achieve the set (desired) level of the Ground Handling Services; where the Air Carriers operating at the Airport require it in a motivated manner; where the existing Provider of the Ground Handling Services fails to perform its activities in a proper manner, etc. The Airport Administration shall seek to ensure that the period of at least 6 months is maintained between the adoption of the decision to limit the number of the Providers and its actual implementation (beginning of application) subject to the reasons for the decision to limit the number of the Providers, but in cases where the limitation of the number of the Providers results from unforeseen circumstances (e.g. an accident), the Airport Administration shall be entitled to implement the limitation immediately.
- 3.2. The reasons and motives for the decision to limit the number of the approved Providers and the decision on selection results shall be submitted to the relevant interested Provider in writing (upon its written request).

3.1. PECULIARITIES OF SELECTION OF THE PROVIDER AT KUN AND PLQ

- 3.3. The decision to limit the number of the Providers shall be adopted by the Airport Administration and it shall be made public on the website of the Airport. The decision on the limitation of the number of the Providers shall specify:
- 3.3.1. type of the Ground Handling Service subject to the limitation;
 - 3.3.2. number of the Providers granted the right to provide these Ground Handling Services;
 - 3.3.3. period of application of the limitation.
- 3.4. Having adopted the decision to limit the number of the Providers, the Airport Administration shall grant the Providers the right to provide the Ground Handling Services at the Airport in compliance with the principles of objectivity, publicity, non-discrimination and in accordance with the provisions of Paragraphs 3.5 - 3.6 hereof. In the event the Airport Administration limits the number of the Providers of the relevant Ground Handling Services, which are also directly provided (or intended to be provided) by the Airport Administration, to one service provider, the right to provide such services at the Airport shall not be granted to third parties and the selection of the Providers shall not take place.

- 3.5. Based on the principles of objectivity and non-discrimination, the Airport Administration shall set the selection criteria as well as the conditions or technical specifications to be complied with by the Provider.
- 3.6. The notice of the public tender shall be published after approval of the selection criteria. Any interested Provider complying with the conditions established by the Airport Administration shall be able to participate in the tender. The notice shall specify:
 - 3.6.1. criteria for selection of the Provider;
 - 3.6.2. period for which the Provider will be selected;
 - 3.6.3. deadline for the submission of applications (no less than one month from the day of publication of the notice of the public tender).
- 3.7. The Airport Administration shall be entitled to establish that at least one selected Provider cannot be controlled directly or indirectly by the Air Carrier that carried more than 25 per cent of passengers or cargoes checked in at the Airport over the previous year.
- 3.8. The Provider shall be selected for the period of no more than five years. The Airport Administration shall conclude a contract with the selected Provider that, inter alia, sets out the Ground Handling Services provided by the Provider, the requirements for provision of such services, including the terms and conditions of provision of such services, the requirements for the level of the services, liability of the provider for failure to perform the obligations, the ways, the terms and conditions of assurance of performance of the obligations, etc.
- 3.9. In the event the Provider terminates provision of the Ground Handling Services before the end of the period for which it has been selected, it may be replaced by another Provider while maintaining the procedure laid down in this section hereof.

3.2. PECULIARITIES OF SELECTION OF THE PROVIDER AT VNO

- 3.10. The Minister of Transport and Communications shall be entitled to limit the number of the approved Providers at the Airport for any type or all types of the Ground Handling Services. The decision on the limitation of the number of the Providers shall be adopted and the selection of the Providers shall be performed in accordance with the procedure laid down by the Rules for Provision of Ground Handling Services.

4. SELF-HANDLERS AT KUN AND PLQ

- 4.1. The Airport Administration shall be entitled to limit the number of the approved Self-handlers at the Airport or a part thereof for any type or all types of the Ground Handling Services to the extent objectively necessary in compliance with the requirements of objectivity, publicity, non-discrimination. The decision to limit the number of the Self-handlers shall be adopted by the Airport Administration and it shall be made public on the website of the Airport. The decision on the limitation of the number of the Self-handlers shall specify:
 - 4.1.1. type of the Ground Handling Service subject to the limitation;
 - 4.1.2. number of the Air Carriers that can exercise the right of self-handling of these Ground Handling Services;
 - 4.1.3. period of application of the limitation.
- 4.2. Based on the principles of objectivity and non-discrimination, the Airport Administration shall set the selection criteria to be complied with by the Self-handler. In accordance with the mentioned criteria, the Airport Administration shall select the Airport users that may exercise the right of self-handling.

4.1. PECULIARITIES OF ACTIVITIES OF THE SELF-HANDLERS AT VNO

- 4.3. The Minister of Transport and Communications shall be entitled to limit the number of the approved Self-handlers at the Airport for any type or all types of the Ground Handling Services. The decision on the limitation of the number of the Self-handlers shall be adopted and the selection of the Self-handlers shall be performed in accordance with the procedure laid down by the Rules for Provision of Ground Handling Services.

5. COMPLIANCE WITH THE STANDARDS

- 5.1. The Provider shall comply with and ensure the compliance with the standards, rules and procedures established in IATA (International Air Transport Association) and ICAO (International Civil Aviation Organisation) recommendations, international legislation and the Rules of the Airport applicable to its activities without prejudice to the general obligation to provide the Ground Handling Services in an efficient, safe and reliable manner. The Provider shall monitor and implement amendments to and supplements of the standards or recommendations regulating its activities. The Provider shall ensure that its documents regulating activities and internal procedures of the Provider have been prepared in accordance with the standardised forms, rules or procedures laid down by IATA, ICAO or other institutions or organisations. The Provider shall ensure that it will notify the Airport Administration of the amendments made to each document submitted to the Airport Administration together with the application for its approval as the Provider and will ensure that all the amendments are compatible with the standards, rules and procedures established in the legislation and the Rules of the Airport applicable to the Provider and its activities.
- 5.2. The Administration of VNO Airport shall be entitled to agree with the Air Carriers about the requirements for the level of the Ground Handling Services provided at the Airport in accordance with the procedure laid down by the Description of the Procedure for Payment and Use of Charges for Use of Airport and Air Navigation Services in the Airspace of the Republic of Lithuania (or the replacing legislation) approved by Order No 3-118 of 28 February 2011 of the Minister of Transport and Communications. The Administration of KUN and PLQ Airports shall be entitled to establish the requirements for the level of the Ground Handling Services provided at the Airport on the basis of an agreement with the Air Carriers implemented in any form (survey, correspondence, etc.). The requirements for the level of the services, the term for beginning of their application and the procedure for making agreements on establishing the level of the services established on the basis of an agreement with the Committee of the Air Carriers (in case of VNO) or the dialogue with the Air Carriers (in case of KUN and PLQ) shall be set out in the rules approved by the Airport Administration for this purpose. The Providers shall be notified of them at least 30 days prior to their entry into force. The requirements for the level of the services shall become binding on the Provider in accordance with the procedure laid down in the rules. Failure to comply with the established requirements for the level of the services shall also be deemed the breach hereof.

6. SAFETY AND SECURITY (SMS)

- 6.1. The Provider shall support in full the Airport safety policy at the Airport and carry out the Airport safety management's requirements as well as participate in the activities of the Airport safety management system. The Provider shall designate its employee to be responsible for the continuous assessment, monitoring and control of the Provider's compliance with the Airport safety policy. The aforementioned employee shall have the necessary knowledge and competence enabling him/her to make decisions on safety and security issues on behalf of the Provider.
- 6.2. The Provider shall have the Aviation Security Programme (Plan) developed in accordance with the provisions of the National Civil Aviation Security Programme and the procedure approved by the Civil Aviation Administration. The Provider shall confirm that its employees are familiar with the programme. The Provider shall, inter alia, make itself familiar and follow the Aviation Security Programmes of the Air Carriers which it provides the Ground Handling Services to.
- 6.3. The Provider shall have the Safety Management System and the Airport Administration shall also be able to audit the compliance with it.
- 6.4. The Provider shall participate and cooperate with the Airport Administration during security audits and inspections and shall provide all the information related to safety and security that may be reasonably requested by the Airport.
- 6.5. The Provider shall cooperate with the Airport Administration during all investigations of incidents which it is related to. The Provider shall notify the Airport Administration immediately and investigate all accidents, incidents or safety and security violations related to activities of the Provider. The Provider shall provide the Airport Administration with information about the ongoing investigation, and upon its completion - provide conclusions of the performed investigation and the action plan implemented to prevent the occurrence of similar incidents in the future.

- 6.6. The Provider shall ensure that all of its employees performing functions in the restricted area of the Airport have completed aviation security training, hold the permits issued in accordance with the procedure laid down by the Airport Administration and use them in accordance with the rules approved by the Airport Administration which the Provider shall make them familiar with. The Provider shall ensure that the Airport permits are clearly visible on its employees.
- 6.7. The Provider shall ensure that its employees have successfully completed fire safety briefing, and the employees driving vehicles have successfully completed the course organised by the Airport Administration to get the driver's permit granting the right to drive vehicles and equipment at the ramp.

6.1. EMERGENCIES AND PREPARATION

- 6.8. The Provider shall have the Emergency Response / Emergency Management Plan and submit it to the Airport Administration in the event it is not a component of the Safety Management System and shall be able to implement it. The Provider shall at its own expense ensure participation in training exercises organised by the Airport.
- 6.9. In case of emergency, the Airport Administration shall be entitled to appoint the Provider to act at the Airport as a coordinator required to keep in contact with the Airport Administration and coordinate actions of all other participating Providers.
- 6.10. The Provider shall take all possible measures and allocate resources to remove the aircraft involved in an incident or an accident together with the Air Carrier which the contract on provision of the Ground Handling Services have been concluded with, if it is necessary to ensure further safe functioning of the Airport.
- 6.11. Having regard to the posed threat and/or in the event of the actual disruption to provision of the services, the Provider shall always make reasonably possible efforts to restore the proper provision of the services as soon as possible.

7. PROVISION OF SERVICES

- 7.1. The Provider shall provide the Ground Handling Services to all Air Carriers of the Airport with which it concludes the contracts on provision of the Ground Handling Services and shall ensure provision of such services during all working hours of the Airport.
- 7.2. The Provider shall acquire or lease administrative, domestic and industrial premises and means necessary for provision of the Ground Handling Services as well as maintain its buildings located in the Airport area and the assigned area (if any) on its own.
- 7.3. The Provider shall in all cases where it provides the relevant services to the Air Carrier bring the arriving passengers, crew members and baggage to the Airport passenger arriving halls and carry out their supervision in compliance with the aviation security requirements and border control regime and deviate passenger flows to the places reserved for checks.
- 7.4. The Provider shall not violate the lawful interests of other Airport users by its activities or deliberately interfere with other Providers operating at the Airport.
- 7.5. The Provider shall ensure that people, cargo/mail and equipment at the ramp which the Provider is responsible for are supervised in strict compliance with all the relevant procedures and the procedure or instructions laid down by the Airport Administration.
- 7.6. In the event the Air Carrier concludes separate contracts with several Providers on provision of the services for its flights, it shall be deemed that the Provider of ramp services assumes overall responsibility for handling the aircraft (turnaround) and coordinates actions of all other related Providers. The Provider of ramp services shall cooperate on this issue with all the interested parties and shall be responsible for maintaining communication with the Airport Administration on the movements of aircrafts, including passengers, baggage, cargo and mail, until departure of the aircraft or until the aircraft comes to a full stop at the parking lot in case of arrival.
- 7.7. The Provider shall notify the Airport Administration in advance of the proposed changes of the services which it carries out in its own name and/or on behalf of the Air Carrier. The Provider shall specify the nature of the services, the reasons for the changes and the proposed date for implementation of the changes to the Airport Administration, and the Airport shall be entitled to require implementation of the additional terms and conditions, if necessary.

8. GENERAL TERMS AND CONDITIONS OF USE OF THE AIRPORT INFRASTRUCTURE

- 8.1. The Provider shall be entitled to use the Airport Infrastructure or other parts of the Airport's property determined by the Airport Administration by notifying the Provider thereof by means of instructions, rules or contracts.
- 8.2. At the Airport, the Provider or the Self-handler shall use CI managed by the Airport Administration or other party and shall not use the alternative equipment.
- 8.3. The Airport Administration or other party which a specific CI object has been transferred to in accordance with the procedure laid down by the legislation shall grant the Providers the right to use objects of the Airport Infrastructure for the Fee. The present Terms and Conditions shall constitute the full and integral contract between the Airport Administration or other party which a specific CI object has been transferred to in accordance with the procedure laid down by the legislation and the Provider on the terms and conditions of use of the Airport Infrastructure.
- 8.4. The Provider shall use the Airport Infrastructure according to its purpose following the instructions of the manufacturer of the relevant Airport Infrastructure (or individual components thereof), the terms and conditions set out herein and in a manner that does not hinder use of the Airport Infrastructure by other Providers. The Provider shall also protect, preserve, not modify, not alter and not damage the Airport Infrastructure used.
- 8.5. Each time prior to starting to use the Airport Infrastructure, the Provider shall make sure it is suitable for provision of the Ground Handling Services provided by the Provider to the Air Carrier and shall make its claims in respect of the Airport Infrastructure, if any (otherwise, it shall be deemed that the Airport Infrastructure complies with the requirements of the Provider).
- 8.6. After using the Airport Infrastructure (a part thereof), the Provider shall leave it in good condition and notify the Airport Administration immediately of any faults, damage, operational failures and/or malfunctions of the Airport Infrastructure.
- 8.7. The Provider shall submit written notices to the Airport Administration regarding any emerging or existing event, condition or circumstance which may affect proper use of the Airport Infrastructure or cause damage as well as notify the Airport Administration immediately in the event the Provider is unable to use the Airport Infrastructure properly due to actions or inaction of other Providers or parties.
- 8.8. The present Terms and Conditions shall apply to all the contracts on use of the Airport Infrastructure concluded prior to approval hereof and to any proposals and other documents related to use of the Airport Infrastructure managed or used by the Airport Administration or other party which a specific CI object has been transferred to in accordance with the procedure laid down by the legislation, regardless of whether application hereof is directly specified in them or not.
- 8.9. The Terms and Conditions shall in all cases apply to the Provider in the event the Provider is actually using the Airport Infrastructure. In this case, it shall be deemed that the contractual relations of the Airport Administration and the Provider on use of the Airport Infrastructure are regulated by the Terms and Conditions. This provision shall not withdraw and restrict the rights of the Airport Administration to require the Provider to conclude the contract on use of the Airport Infrastructure as well as to terminate illegal use of the Airport Infrastructure, compensate for any damage and/or apply any other remedies available to it.
- 8.10. Any deviations herefrom shall be applicable only if they are directly specified as exceptions in the contract on use of the Airport Infrastructure with a specific Provider.
- 8.11. The conditions set out in this article hereof shall apply to all objects of the Airport Infrastructure and all Providers. The additional provisions on use of CI at VNO, KUN and PLQ set out in Annexes 5-10 hereto that specify and/or supplement the terms and conditions of use of separate CI objects according to the specifics of each CI object shall apply to the Provider of the relevant CI objects.
- 8.12. The Airport Administration shall:
 - 8.12.1. submit written notices to the Provider regarding any occurring or existing event, condition or circumstance which may affect proper use of the Airport Infrastructure or cause damage;
 - 8.12.2. take reasonably necessary actions to remove all the circumstances or actions of other parties preventing the Provider from proper use of the Airport Infrastructure as soon as possible;
 - 8.12.3. perform maintenance, repair of the Airport Infrastructure and other related works, unless otherwise provided for herein.

- 8.13. The Airport Administration shall be entitled at its own discretion to grant the right to use the Airport Infrastructure to other parties performing activities similar to activities of the Provider.
- 8.14. LOU shall be entitled to pledge and transfer its claim rights regarding the Fees and other payments in respect of the Provider / Air Carrier to a bank, other financial institution or debt collection company at its own discretion without a prior consent of the Provider / Air Carrier. LOU may transfer other functions, rights and obligations referred to herein to other party without the consent or prior notification of the Provider only if they are transferred to a party taking over the respective functions of LOU in the area of the Airport Infrastructure management subject to the legislative requirements.
- 8.15. In the cases directly referred to herein and in the event of objective reasons (e.g. emergence of a new Provider, when changes are required to provide it with the possibility to use the Airport Infrastructure; in the event of changes in the scope of use of the Airport Infrastructure or a CI object, etc.) the Airport Administration shall be entitled to revise and amend the established terms and conditions of use of the Airport Infrastructure accordingly. The Provider shall be notified of amendments to the terms and conditions of use of the Airport Infrastructure in writing subject to the same procedure applicable to notices regarding amendments hereto.
- 8.16. The Airport Administration shall be entitled to unilaterally prohibit use of the Airport Infrastructure by the Provider in the cases referred to in Section 16 hereof by notifying the Provider in writing 15 calendar days in advance.

8.1. PECULIARITIES OF OBLIGATIONS OF THE AIR CARRIER REGARDING USE OF THE AIRPORT INFRASTRUCTURE

- 8.17. The Provider shall pay the Fees for use of the Airport Infrastructure. The Air Carrier shall be entitled to implement the obligation to pay the Fees for use of the Airport Infrastructure directly to LOU. In this case, the Air Carrier (or its Provider of the Ground Handling Services) shall submit to the Airport Administration a certified copy of the agreement made between the Provider and the Air Carrier on payment for the Airport Infrastructure used during provision of the Ground Handling Services to the Air Carrier or a confirmation signed by both parties that the Air Carrier will pay the Fees for use of the Airport Infrastructure during provision of the Ground Handling Services to the Air Carrier. The Air Carrier's duty of paying the fees for Airport Infrastructure shall be valid only if Airport Administration confirms it in writing. In the event the Air Carrier violates the procedure for payment of the Fees laid down herein, the Air Carrier shall be held unilaterally liable. In case the Air Carrier and the Provider are willing to revoke the instruction made in accordance with the procedure laid down in this paragraph hereof, they shall notify the Airport Administration thereof by e-mail. The procedure for the submission of invoices directly to the Provider shall be applied after 10 (ten) days following the day of receipt of the electronic message. The Airport Administration has the right to refuse or revoke the confirmation of such agreement on any circumstance which seems relevant to the Airport Administration. If the Airport administration refuses to give an agreement or revokes it the Duty of paying the fees for Airport Infrastructure returns to the Provider.
- 8.18. The Provider shall in all cases be solely liable for the proper performance of the Provider's obligations, except for the obligation to pay the Fee (when the terms and conditions referred to in Paragraph 8.17 hereof have been met).

9. FEES AND PAYMENT PROCEDURE

- 9.1. The Provider / Air Carrier shall pay the Fees for use of specific objects of the Airport Infrastructure subject to the specified procedure and terms. The Fees and amounts thereof shall be determined by the order of LOU Managing Director in accordance with the legislative requirements and the specified procedure and shall be published on websites of the Airports. The procedure for calculation of the Fees for CI use is provided for in Annex 4 hereto.
- 9.2. The Fees and amounts thereof may be reviewed and changed by the decision and at discretion of LOU Managing Director. In the cases and in accordance with the procedure laid down in the Rules for Provision of Ground Handling Services, LOU shall coordinate amounts of the Fees for CI use at Vilnius International Airport with the Ministry of Transport and Communications or other authorised institution. The Fees and amounts thereof coordinated by LOU with the Ministry of Transport and

- Communications or other authorised institution shall be binding on the Providers / Air Carriers. The Provider / Air Carrier shall be notified of changes in the Fees and/or amounts thereof in writing subject to the same procedure applicable to notices regarding amendments hereto.
- 9.3. Unless otherwise provided for herein, payment shall be made in accordance with the following terms and conditions and the following procedure:
- 9.3.1. LOU shall submit a VAT invoice to the Provider / Air Carrier for the Fees of the previous calendar month prior to the 10th calendar day of the current month, and the Provider / Air Carrier shall pay it prior to the last business day of the current month.
- 9.3.2. The Provider / Air Carrier shall be entitled to make claims and/or comments regarding the Fees and/or other data indicated in the VAT invoice in writing within 5 business days from the date of receipt of the VAT invoice. Should no claims be made within such term, it shall be deemed that the VAT invoice has been accepted and the data in it are correct. LOU shall not be obliged to submit any other additional documents (reports, acceptance and transfer certificates, etc.) to the Provider / Air Carrier for this purpose;
- 9.3.3. Payment shall be made by means of a payment order. Payment shall be deemed made on the date of money crediting into the bank account of LOU;
- 9.3.4. All payments made shall be accepted in the following order: interest for late payments considering the order of payment terms, debt, and current payments. In the event the Provider / Air Carrier indicates a different distribution of payments, LOU shall be entitled to refuse to accept payment made by the Provider / Air Carrier by notifying the Provider / Air Carrier thereof by e-mail;
- 9.3.5. In the event the Provider / Air Carrier making payment indicates which debt is being repaid, it shall not be entitled to make payments in order to fulfil the obligation the final fulfilment term of which has not yet expired instead of payment pertaining to the obligation the fulfilment term of which has already expired. When making payments on the basis hereof, it shall be deemed in all cases that they have been made to repay the debt the repayment term of which has already expired. In case of several debts with expired terms of repayment, it shall be deemed that the oldest debt has been repaid.
- 9.4. All the Fees and related payments shall be paid in EUR by means of a wire transfer to LOU bank account:
 No: LT334010042500070513
 AB Luminor bankas
 Purpose of payment: Infrastructure Fees
- 9.5. Deficiencies or inaccuracies in invoices due to deficiencies in information provided by the Provider or the Air Carrier shall be paid by the Provider / Air Carrier. In this case, the interest on arrears or expenses of LOU arising otherwise thereof shall be borne by the Provider / Air Carrier.
- 9.6. When requested by the Airport Administration, the Providers shall until the 10th day of the current month submit a report to the Responsible Person of the Airport Administration specifying the accurate scope of the Airport Infrastructure used for the service of a specific Air Carrier within the previous month.

10. INSURANCE AND LIABILITY

- 10.1. Prior to starting provision of the Ground Handling Services at the Airport, the Provider shall insure its civil liability with the General Civil Liability Insurance for all types of activities carried out at the Airport: at VNO and KUN - for the amount of no less than EUR 1,500,000 (one million five hundred thousand euros), PLQ – for the amount of no less than EUR 750,000 (seven hundred fifty thousand euros), at KUN and PLQ if the Provider is approves of provision of the Ground Handling services to General Aviation aircrafts only – for the amount of no less than EUR 100,000 (one hundred thousand euros). Provider shall maintain such insurance fully valid during the entire period of performance of activities at the Airport. The Provider shall insure civil liability in a widely recognised insurance company upon a prior approval of acceptability of such a company by the Airport Administration (the approval may not be withheld unreasonably).
- 10.2. Subject to the request of the Airport Administration, the Provider shall submit a certified copy of the civil liability insurance certificate to the Airport Administration immediately.

- 10.3. Should the Provider / Air Carrier fail to pay the Fee for use of any Airport Infrastructure in a timely manner, delay interest shall be charged in the amount of 0.05 per cent of the outstanding amount for each day of delay which the Provider / Air Carrier is obliged to pay subject to LOU request.
- 10.4. Should any information emerge or in the event of reasonable doubts of LOU regarding the poor financial condition of the Provider and its inability to duly perform its financial obligations or where the Provider breaches the terms of payment for more than 15 (fifteen) calendar days, LOU shall be entitled to require the Provider / Air Carrier to submit a suitable performance security of its future liabilities within a reasonable term specified by LOU and/or to require suspending the use of the Airport Infrastructure, and if the Provider fails to submit the security within the term specified by LOU, to prohibit use of the Airport Infrastructure.
- 10.5. The Provider shall be fully liable for damage to or loss of the Airport Infrastructure occurring after the Provider's acceptance to use this infrastructure and shall compensate for the losses incurred by LOU immediately. The Provider shall, inter alia, compensate for the Airport Infrastructure repair expenses in the event the Provider worsens its condition due to incorrect operation of the Airport Infrastructure. In the event an object of the Airport Infrastructure cannot be repaired, the Provider shall compensate the average market price of this object subject to the normal depreciation of the object of the Airport Infrastructure at the time the damage occurred.
- 10.6. The Provider shall be fully liable for damage made to LOU, other Providers and/or other third parties operating or located at the Airport, their property and/or other values due to improper use of the Airport Infrastructure and shall compensate for all the losses incurred by LOU, other Providers and other third parties due to actions or inaction of the Provider, including its employees or authorised persons. The Provider shall also be liable for the damage caused to the Provider's employees or its other authorised persons in the Airport area due to actions or inaction of the Provider.
- 10.7. In no event LOU shall be liable for any losses or damage of the Provider incurred not through the fault of LOU or the Airport Administration, including actions or inaction of third parties as well as events and circumstances not depending on and/or beyond control of LOU or the Airport Administration.
- 10.8. Liability of LOU and the Airport Administration against the Provider shall be limited to the amount of the Fee paid by the Provider /Air Carrier to LOU for use of an object of the Airport Infrastructure, which has caused liability to LOU, for the period from the beginning of use of such an object in its activities until the day of an event which has caused liability, however, in any case not more than for the period of twelve months, unless LOU liability cannot be limited subject to the imperative norms of the legislation. LOU liability shall cover only compensation for the direct losses incurred by the Provider and shall not cover compensation for any indirect losses of the Provider, including loss of earnings, loss or disruption of business.
- 10.9. No relations of joint activity or partnership shall occur between LOU, the Airport Administration and the Providers / Air Carriers on the basis hereof. The Provider / Air Carrier shall act independently at its own risk and liability in relations with third parties. Should any third parties make any claims to LOU or require sanctions due to failure to perform the Provider's / Air Carrier's obligations or other circumstances within the responsibility of the Provider / Air Carrier, the Provider / Air Carrier shall intervene with the relevant proceedings at its own expense and shall take all means to protect LOU interests as well as to compensate LOU for all the losses and reasonable expenses incurred by the latter.
- 10.10. LOU shall not be liable for temporary restrictions or suspensions of access to the Airport Infrastructure if they are caused by:
- 10.10.1. scheduled works of the Airport Infrastructure's equipment maintenance, troubleshooting, reconstructions, repair or similar works, when the Airport Administration has notified the Provider in advance of these works and their temporary effect on use of the Airport Infrastructure;
 - 10.10.2. unscheduled malfunctions or failures of the Airport Infrastructure, about which the Airport Administration shall immediately notify the Provider in an expeditious manner and indicate a possible term for removal of the failures. The Airport Administration shall take all measures to remove the malfunctions and failures as soon as possible;
 - 10.10.3. weather conditions, upon which use of the Airport Infrastructure may damage or otherwise impair the Airport Infrastructure or other property of LOU or other party;

- 10.10.4.circumstances where there are no reasonable technical or organisational possibilities for the scheduled use of the Airport Infrastructure by the Provider or such use would be in conflict with the legislative requirements;
- 10.10.5.performance of the legislative requirements;
- 10.10.6.decision of the Airport Administration to temporarily suspend or restrict the access of the Provider to the Airport Infrastructure or use thereof, as provided for in Article 16 hereof.

11. STAFF AND TRAINING

- 11.1. The Provider shall independently, at its own expense and risk ensure that all of its employees and authorised persons in the Airport area have the proper qualification, are familiar with all the related legislation, procedures and rules whose breach may cause damage to the other Party or its employees and to any other third party. The Provider shall ensure that its employees have been briefed on occupational safety and health and activities at the Airport, are familiar with the existing and possible occupational risk, hazardous and harmful factors and shall ensure that its employees properly and fully comply with the fire safety, occupational safety, sanitary, hygiene and aviation security requirements and develop the conscious attitude of its employees and representatives towards safety when performing any actions at the Airport.
- 11.2. The Provider shall ensure that every employee of the Provider holds a permit issued in accordance with the procedure laid down by the Airport Administration to access restricted areas and controlled territories, if such a permit is necessary and it has been issued to a specific employee.
- 11.3. For the purposes of ensuring aviation security and permits to access restricted areas and controlled territories, the Provider shall submit to the Airport Administration a list of its employees (by their positions) who will use the Airport Infrastructure, including a list of standby employees, as well as the requests to issue permits to a specific employee. Additionally, the Provider shall submit the documents and information specified by the Airport Administration. The Provider shall notify the Responsible Person of the Airport Administration in writing of any additions and/or changes in this list no later than 3 (three) business days prior to the effective date of such addition and/or change and additionally submit requests regarding issuance (or cancellation) of permits to respective employees and all the necessary information and documents necessary for the issuance (or cancellation) of permits to employees. The Provider hereby guarantees and ensures that all employees listed in the submitted list have impeccable reputation and that the Airport Administration will not face any additional obstacles regarding issuance of permits to employees to access restricted areas and controlled territories. The Provider shall be liable for correctness and trueness of the provided information about its employees.
- 11.4. When requested by the Airport Administration, the Provider shall submit the training history (Training Log) of the specific employees of the Provider specified by it. In the event the Airport Administration reasonably believes that an employee of the Provider needs additional, repeated trainings organised by the Airport Administration, the Provider shall ensure that its employee is trained additionally, repeatedly within the term specified by the Airport Administration.
- 11.5. The Provider shall ensure that knowledge of the English language of all of its employees directly involved in the process of provision of the Ground Handling Services is sufficient and they are completely familiar with the civil aviation terminology in the English language used at their work.

12. VEHICLES AND EQUIPMENT OF THE PROVIDER

- 12.1. The Provider shall use only suitable, orderly equipment and machinery of the Provider marked with the Provider's logos for provision of the Ground Handling Services as well as have the supporting and other mandatory documents. The vehicles and the equipment shall be coordinated with the Airport Administration or the Provider shall notify the Airport Administration in writing of the vehicles and the equipment to be used for provision of the Ground Handling Services, the purpose of their use, their specifications and condition that shall in all cases comply with the Aerodrome Traffic Rules and IATA AHM 913 Basic Safety Requirements for Aircraft Ground Support Equipment.

- 12.2. The Provider shall park the available machinery and vehicles only in the area specified on the Airport scheme or in the area managed by the Provider on any legal grounds (e.g. the area is leased), remove the unused special equipment from the lots and during performance of snow removal works, remove beforehand all the equipment between the lots to a temporary area specified by the Airport Administration.
- 12.3. The Provider shall ensure that the vehicles and the equipment are used only by trained and properly qualified operators.
- 12.4. The Provider shall immediately remove the vehicles or the equipment failing to comply with the safety requirements or the vehicles or the equipment with obvious defects, in a poor technical condition or inappropriate for use from the Airport area (except for the Airport area managed by the Provider on the grounds of ownership, lease or other legal grounds).
- 12.5. All the vehicles and the equipment brought by the Provider to the Airport area and stored in it shall be meant for provision of the Ground Handling Services only. In the event the Provider terminates its activities on the Ground Handling Services (or a part thereof), it shall immediately remove all the vehicles and the equipment used for provision of the discontinued Ground Handling Service from the Airport area.
- 12.6. The Provider shall notify the Airport Administration immediately of failures and faults of the Airport equipment, facilities or systems known to it.

13. PROVISION OF INFORMATION AND CONTACT PERSONS

- 13.1. The Provider shall:
 - 13.1.1. assign the Responsible Person(s) authorised to keep in contact with the Airport Administration on issues related to implementation hereof and use of the Airport Infrastructure and submit and receive any notices or information at any time during which the Airport Infrastructure is used. Different Responsible Persons may be assigned to different objects of the Airport Infrastructure; the Responsible Person assigned may be replaced by providing the Airport Administration with the details and contact information of the assigned Responsible Person no later than 3 (three) days prior to the day of replacement of the Responsible Person. In case of temporary absence of the Responsible Person, the Provider shall notify the Airport Administration in writing no later than 1 (one) business day in advance indicating the details of the acting person and ensuring that such a person is familiarised beforehand with all the information necessary to perform his/her functions;
 - 13.1.2. coordinate the works organised or carried out in the Airport area which may affect the Airport activities or flight safety with the Airport Administration and notify it in advance of the place and time of performance of the planned works;
 - 13.1.3. submit written notices to the Airport Administration regarding any emerging or existing event, condition or circumstance which may affect proper use of the Airport Infrastructure or cause damage, including notification of the Airport Administration immediately in the event the Provider is unable to use the Airport Infrastructure properly due to actions or inaction of other Providers or parties;
 - 13.1.4. use the communications infrastructure and other systems available at the Airport and not install telecommunication cables and other communications infrastructure without a separate written permission of the Airport Administration.
- 13.2. The Responsible Persons assigned by the Airport Administration and authorised to keep in contact with the Provider / Air Carrier on issues related hereto and to use of the Airport Infrastructure and submit and receive any notices or information and their contact details are specified in Annex 11 hereto. The Responsible Person assigned may be replaced by updating information published on the website of the Airport without any prior written notice, therefore, prior to providing data, the Provider should check contact details of the Responsible Persons published on the website of the Airport.

14. CONFIDENTIALITY

- 14.1. All and any information transferred by one Party to the other during performance hereof and/or of CI Operating Contract in any (written, electronic or verbal) form and/or which becomes otherwise

available to the Parties during their performance of the assumed obligations shall be deemed confidential information irrespective of the fact whether such information has been specified or not by the other Party as confidential or whether it should be deemed as such according to its nature.

- 14.2. The Parties undertake not to disclose confidential information to any third parties, except for their partners, consultants and other persons in as much as it is necessary for performance hereof and/or of the contract on use of the Airport Infrastructure, without the consent of the Party to which such confidential information belongs. This obligation shall be effective both during validity term of the contract on use of the Airport Infrastructure and for an indefinite period after its expiry or termination.
- 14.3. The following information shall not be deemed confidential: (i) information which is public according to the effectual legislation; (ii) information which is publicly available at the time of disclosure; (iii) where the Party is able to prove that it was legally possessing such information at the time of disclosure or announcement thereof by the other Party; (iv) information which becomes publicly available after disclosure thereof to the respective Party under condition that such disclosure is made without any breach by the latter.

15. RIGHT OF AUDIT

- 15.1. In order to make ensure that the Provider complies with the terms and conditions referred to in Article 2 hereof, the Airport Administration shall be entitled to perform inspections of the Ground Handling Services provided by the Provider subject to prior coordination of schedules and terms of such inspections with the Provider.
- 15.2. The Airport shall be entitled to inspect and audit the provider's activities and to apply methods, rules, instructions ensuring procedures for monitoring of efficiency of the services provided at the Airport.
- 15.3. The Airport Administration shall be entitled to initiate and perform the audit of the financial and statistical information provided by the Provider subject to prior notification of the Provider and coordination of the audit schedule and terms with it. For the purposes of the audit, the Provider shall provide access for the Airport Administration to records and stored data (in paper or electronic format).
- 15.4. The Airport Administration shall use the right of audit properly and ensure that the right of audit is not implemented more than 4 times a year. The Airport Administration shall ensure that the information received during the audit is used solely for the purposes of control of performance hereof.

16. RESTRICTION OF ACCESS TO THE AIRPORT INFRASTRUCTURE, PROHIBITION OF ACTIVITIES AT THE AIRPORT

- 16.1. In the event the Provider fails to comply with the requirements referred to herein, the Airport Administration shall be entitled to restrict the access of the Provider to the Airport Infrastructure and to prohibit operation of the Provider at the Airport.
- 16.2. The Airport Administration shall be entitled to temporarily suspend or restrict the access of the Provider to the Airport Infrastructure or use thereof where:
- 16.2.1. the Provider / Air Carrier delays making payment to LOU for more than 15 (fifteen) days or if LOU has reasonable doubts regarding the Provider's / Air Carrier's financial capabilities to pay to LOU;
 - 16.2.2. the Airport Infrastructure is used failing to comply with the rules established by the Airport Administration and damaging the Airport Infrastructure, property of LOU, other Providers or third parties;
 - 16.2.3. the Providers hired by the Provider for provision of the Ground Handling Services fail to comply with the requirements provided for by the legislation for activities on provision of ground handling services;
 - 16.2.4. the Provider fails to comply with the requirements of the rules established by the Airport Administration;
 - 16.2.5. the Providers hired by the Provider fail to insure their civil liability under the specified terms and conditions;

- 16.2.6. the Provider makes other breaches granting a legitimate basis for the Airport Administration to restrict or suspend the access of the Provider, including the Providers hired by it for use of the Airport Infrastructure, to the Airport Infrastructure or use thereof;
- 16.2.7. the Air Carrier serviced by the Provider fails to properly perform its obligations in respect of LOU and the possibility of such restriction is provided for in the Rules of the Airport.
- 16.3. The Airport Administration shall notify the Provider of restriction of the access to the Airport Infrastructure by a written notice one day prior to the beginning of application of the restriction. When submitting such a notice, the Airport Administration shall set a term of at least 3 days for elimination of the deficiencies identified.
- 16.4. Upon disappearance of the grounds for application of restriction of the access to the Airport Infrastructure, a written notice shall be submitted to the Provider within the term referred to in Paragraph 16.3 hereof.

16.1. PROHIBITION OF ACTIVITIES AT KUN AND PLQ AIRPORTS

- 16.5. The Airport Administration of Kaunas International Airport and Palanga International Airport shall be entitled to prohibit operation of the Provider at the Airport and revoke the approval granted to it on the grounds referred to in Paragraph 16.2 hereof in the event the Provider fails to eliminate a breach within the term set by the Airport Administration.
- 16.6. Notwithstanding the provisions of Paragraph 16.5 hereof, the Airport Administration of Kaunas International Airport and Palanga International Airport shall be entitled to prohibit operation of the Provider at the Airport where:
 - 16.6.1. activities of the Provider threaten the Airport's safety, security or environment;
 - 16.6.2. the Provider refuses to provide the Airport Administration with information lawfully requested by it for the purposes of implementation hereof;
 - 16.6.3. the Provider suspends provision of the services and does not provide the services for more than 60 calendar days;
 - 16.6.4. the Provider fails to comply with the requirements for the level of the Ground Handling Services (if they are established);
 - 16.6.5. bankruptcy or restructuring proceedings have been initiated against the Provider.

16.2. PROHIBITION OF ACTIVITIES AT VNO

- 16.7. The Administration of VNO Airport shall be entitled to apply to the Ministry of Transport and Communications on the grounds referred to in Paragraphs 16.5 and 16.6 hereof for revocation of the approval granted to the Provider or for prohibition of operation of the Provider. Such application shall not limit the right of the Airport Administration to restrict the access of the Provider that has violated the present Terms and Conditions to the Airport Infrastructure.
- 16.8. In the event of termination / prohibition of provision of all the Ground Handling Services or a part thereof on any grounds, the Provider shall vacate or return to the Airport Administration the equipment or other property provided for provision of the services.
- 16.9. In the event of termination / prohibition of provision of the services, the Provider may begin provision of the Ground Handling Services only after undergoing the complete approval procedure referred to herein, unless otherwise laid down by the Airport Administration.

17. FORCE MAJEURE

- 17.1. LOU / the Airport Administration and the Provider shall be released from liability for full or partial failure to perform the Terms and Conditions if they prove that such failure has been caused by circumstances that the respective Party (including the Providers hired by the Air Carrier) could not control and reasonably foresee and prevent occurrence of these circumstances or their consequences.
- 17.2. In the event of force majeure, LOU / the Airport Administration and the Provider shall be released from liability only for the period which is reasonable considering the effect of force majeure on performance hereof provided that the Party unable to perform the Terms and Conditions has

notified the other Party of emergence of force majeure and its effect on performance hereof immediately but no later than within 5 calendar days.

- 17.3. In the event of force majeure, the Parties shall follow Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules of Release from Liability in the Event of Force Majeure approved by Resolution No 840 "On Approval of the Rules of Release from Liability in the Event of Force Majeure" of 15 July 1996 of the Government of the Republic of Lithuania.

18. MISCELLANEOUS

- 18.1. Failure of the Airport Administration to implement its rights in full or in part according to the present Terms and Conditions shall not mean a waiver of these rights.
- 18.2. Should any provision hereof become illegal, invalid or impossible to implement, this does not make the remaining provisions invalid or impossible to implement. In this case, the invalid provision shall be replaced by a legally effective norm with the same legal and economic result as the replaced provision to the extent possible.
- 18.3. The present Terms and Conditions have been drawn up and shall be interpreted in accordance with the law of the Republic of Lithuania.
- 18.4. All disputes between the Airport Administration and the Providers / Air Carriers arising out of or related to the present Terms and Conditions, different use of the Airport Infrastructure and provision of the Ground Handling Services shall be settled at courts of the Republic of Lithuania according to the domicile of LOU.
- 18.5. The present Terms and Conditions shall be effective for an indefinite period. They shall become invalid upon repeal by a separate decision of the Head of LOU of which the Providers shall be notified in writing or upon expiry of their validity on the grounds provided for in the legislation.
- 18.6. The Head of LOU shall be entitled to amend the present Terms and Conditions or separate provisions thereof unilaterally. The decision of the Head of LOU on amendment hereof shall be published on websites of the Airports at least 1 (one) month prior to its entry into force and such publication shall be deemed proper notification of the Providers.
- 18.7. All amendments and supplements hereto shall be deemed an integral part hereof from their effective date, as provided for in Paragraph 18.6 hereof. Amendments hereto shall apply to all the Providers from the effective date of the amendments hereto, regardless of the fact whether the Providers have familiarised themselves with them or not. The Providers shall undertake to check the current version hereof.

LIST OF GROUND HANDLING SERVICES NO 1

NO	NAME OF A GROUND HANDLING SERVICE	VNO	KUN	PLQ
1.	<i>Ground administration and supervision:</i>			
1.1.	Representation of the airport user and liaison with local authorities or other institutions, payment in the name of the airport user and provision of its representatives with office facilities	+	+	+
1.2.	Loading control, messages and telecommunications	+	+	+
1.3.	Provision with the loading equipment, storage and administration	+	+	+
1.4.	Other maintenance services before flight, after it or during flight and all other administrative services requested by the airport user	+	+	+
2.	Passenger services - assistance to arriving, departing or transit passengers, including check-in of tickets and travel documents, baggage check-in and transportation to the sorting area	+	+	+
3.	<i>Services for cargo and mail:</i>			
3.1.	Cargo - drawing up of relevant documents, performance of customs procedures and all security procedures agreed by the parties or required under the circumstances	+	+	+
3.2.	Mail - drawing up of relevant documents and performance of all security procedures agreed by the parties or required under the circumstances.	+	+	+
4.	<i>Services for the aircraft:</i>			
4.1.	Internal and external cleaning of the aircraft, lavatory and water services	+	+	+
4.2.	Cabin heating and cooling, snow and ice removal, application of anti-icing measures	+	+	+
4.3.	Cabin rearrangement using cabin-compatible devices, storage of these devices	+	+	+
5.	<i>Aircraft maintenance:</i>			
5.1.	Standard services performed before flight;	+	+	-
5.2.	Additional services requested by the airport user	+	+	-
5.3.	Administration of spare parts and the suitable equipment	+	+	-
5.4.	Request or reservation of the suitable parking position and/or position in the hangar	+	+	-
6.	<i>Operation of flights and crew administration:</i>			
6.1.	Preparation for flight at the departure airport or in any other point	+	+	+
6.2.	Assistance in flight;	+	+	+
6.3.	Post-flight activity	+	+	+
6.4.	Crew administration	+	+	+
7.	<i>Ground transportation:</i>			
7.1.	Organisation and performance of crew, passenger, baggage, cargo and mail transportation between different terminals at the same airport, except for transportation between the aircraft and each other point within the same airport	-	-	-
7.2.	Provision with special transport requested by the airport user	+	+	+
8.	<i>Catering services:</i>			

8.1.	Communication with suppliers and administrative management	+	+	+
8.2.	Storage of food, beverages and the equipment required for preparation thereof	+	+	+
8.3.	Cleaning of the equipment required for food preparation;	+	+	+
8.4.	Preparation of and provision with the equipment as well as bar and food supplies	+	+	+

LIST OF GROUND HANDLING SERVICES NO 2

NO	NAME OF A GROUND HANDLING SERVICE	VNO	KUN	PLQ
1.	<i>Baggage services</i> – baggage handling in the sorting area, baggage sorting, preparation for flight, loading and unloading from the equipment for its transportation from the aircraft to the sorting area and vice versa, also baggage transportation from the sorting area to the claim area	+	+	+
2.	<i>Cargo and mail services</i> – transportation of incoming, outgoing or transit cargo or mail between the terminal and the aircraft	+	+	+
3.	<i>Ramp services:</i>			
3.1.	Escort of the arriving and departing aircraft on the ground (on condition that this service is not provided by air traffic services authorities)	+	+	+
3.2.	Assistance parking the aircraft at the lot and provision with the necessary equipment (on condition that these services are not provided by air traffic services authorities)	+	+	+
3.3.	Communication between the aircraft and the service provider on the ground (on condition that this service is not provided by air traffic services authorities)	+	+	+
3.4.	Loading and unloading of the aircraft, including provision and operation of the necessary facilities, also crew and passenger transportation between the aircraft and the terminal, baggage transportation between the aircraft and the terminal	+	+	+
3.5.	Provision and operation of the necessary facilities for starting the aircraft engine	+	+	-
3.6.	Aircraft towing upon arrival and departure, also provision and operation of the equipment necessary for it	+	+	-
3.7.	Transportation of food and beverages, loading or unloading thereof in/from the aircraft	+	+	+
4.	<i>Fuel and oil supply:</i>			
4.1.	Organisation and performance of fuelling and de-fuelling, including fuel storage, quantity and quality control of transported fuel	+	+	+
4.2.	Filling with oils and other liquids	+	+	-

**APPLICATION
ON APPROVAL OF THE PROVIDER OF GROUND HANDLING SERVICES**

[date]

Applicant's data	
Name of the legal entity (or name, surname if the applicant is a natural person)	
Registered office address	
Address for correspondence if it differs from the registered office address	
Legal entity code (personal identification number if the applicant is a natural person)	
VAT identification number	
Bank name and its registered office address	
Settlement bank account	
Details of the order of the Minister of Transport and Communications approving the applicant as the provider of ground handling services (to be completed only when submitting the application to VNO)	
Types of ground handling services to be provided (Numbers of ground handling services set out in Annex 1 to the Terms and Conditions shall be specified)	
Types of ground handling services to be provided (Numbers of ground handling services set out in Annex 2 to the Terms and Conditions shall be specified)	
Start date for provision of ground handling services to be provided	
Planned end date for provision of ground handling services	
Planned number of the staff for performance of activities	
Need for the area of office facilities/industrial premises necessary for performance of activities	
List of vehicles and the equipment to be used for performance of activities	
Amount of fuel to be supplied to air carriers over 12 months by fuel type (if such activities are planned)	
Responsible person (position, name, surname)	
List of appended documents	Yes/No
Condensed financial statements for the previous financial year	
Diagram of the company's organisational structure with contacts of responsible persons	
Aviation security programme of the company	
Ground Operations Manual	
Passenger Handling Manual, where relevant	
Cargo Handling Manual, where relevant	
Contracts on lease of premises (if the premises are managed on this ground)	

IATA Airport Handling Manual	
Copy of the civil liability insurance certificate	
Confirmation of conclusion of employment contracts with employees	
Training Manual	
Log of trainings carried out by the company	
Safety Management System	
Emergency Management Plan (if it is not included in the SMS Manual)	
Emergency Action Plan (if it is not included in the SMS Manual)	

By submitting this application [specify the applicant's name] hereby unconditionally undertake to comply with the General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Branches of SE Lithuanian Airports and pay all the fees relating to provision of the services set by the Airport Administration and hereby confirm that ground handling services will be provided in accordance with the recommendations and standards included in the IATA Ground Handling Manual.

[Position of the person submitting the application]
[name, surname]

[signature]

PROCEDURE FOR ESTABLISHING CENTRALISED INFRASTRUCTURE FEES AT VILNIUS INTERNATIONAL AIRPORT

The centralised infrastructure of Vilnius International Airport includes:

1. Passenger baggage handling system;
2. Passenger boarding - disembarking galleries and their support services;
3. Common Use Terminal Equipment package for passenger and baggage check-in, data storage and transmission (CUTE) with the related technical facilities;
4. Fuel service infrastructure and fuel services;
5. Aircraft ground power supply equipment and related services

1. Amounts (with the exception of the charges specified separately in this document) of the Centralised Infrastructure Fees at Vilnius International Airport are calculated according to the following formula:

$$Fee = S + T + \frac{WACC \times LTV}{K}$$

where:

S – LOU costs planned for the calendar year for which the Fee is established falling per unit of CI rate taxable base (e.g. per one stored ton by calculating the rate for the use of fuel base, per one passenger by calculating other rates, etc.), in EUR. These planned costs consist of CI object-related LOU staff (including the staff of its Vilnius branch) maintenance, public utilities (excluding services payable according to the fact), insurance, long-term assets depreciation of the respective object of centralised infrastructure, administrative costs, capital costs and other related costs;

T – The difference between costs which comprise actually incurred by LOU within a period covering from 2017 January the 1st and planned costs for current year of which the rate is calculated and actual income received by LOU for the same period, calculated per specific CI rate (EUR/rate).

WACC – weighted average cost of capital

LTV – long-term assets residual value in the beginning of the projected period, EUR;

K – the planned quantity (e.g. quantity of stored fuel tons; number of serviced aircrafts; number of galleries used for passenger boarding and disembarking an aircraft; number of departing passengers; baggage pieces) per calendar year for which the Fee is established.

2. Rates for the use of the entire above specified Airport's equipment (objects of centralised infrastructure) shall be calculated according to the formula given in Paragraph 1, unless otherwise explicitly provided in these Terms and Conditions.

3. Based on the formula given in Paragraph 1, LOU shall recalculate the amount of the Fee each year and immediately inform the Providers / Air Carriers thereof. The recalculated Fee shall be approved by the order of LOU CEO. The previous fee is valid until the new fee has been approved.

PROCEDURE FOR ESTABLISHING CENTRALISED INFRASTRUCTURE FEES AT KAUNAS INTERNATIONAL AIRPORT

The centralised infrastructure of Kaunas International Airport includes:

1. Passenger baggage handling system;

2. Passenger and baggage check-in infrastructure.

1. Amounts of the Centralised Infrastructure Fee at Kaunas International Airport are calculated according to the following formula:

$$Fee = S + T + \frac{VVP \times LTV}{K},$$

Where:

S – costs of Kaunas International Airport (KUN) planned for the calendar year for which the Fee is established falling per unit of CI rate taxable base (e.g. per one passenger by calculating other rates, etc.), in EUR. These planned costs consist of CI object-related KUN staff maintenance, public utilities (excluding services payable according to the fact), insurance, long-term assets maintenance and repair costs, capital costs and other related costs;

T – the difference between costs actually incurred by KUN within a period covering the last six months of the previous calendar year and the first six months of the current year (i.e. the year when the Fee is approved) (i.e. from June of the previous year to June of the current year) falling per unit of CI rate taxable base and KUN income generated from the Fee for the use of a respective CI object within a relevant period (i.e. from June of the previous year to June of the current year) falling per unit of CI rate taxable base. In cases where the income generated from the Fee for the use of CI object during the period from June of the previous year to June of the current year does not cover the actual costs falling to a respective CI object within a relevant period, the resulting difference between costs and income shall be covered by increasing the Fee of the following year for the use of a respective CI object. Respectively, if the income generated from the Fee for the use of CI object during the period from June of the previous year to June of the current year exceeds the actual costs falling for a respective CI object within an equivalent period, the Fee of the following year for the use of a respective CI object shall be reduced by the resulting difference between income and costs.

VVP – the arithmetic average, %, of the annual interest rate of Lithuanian Government securities (bonds) auctions with the term of at least 10 years, which have taken place during the last 36 calendar months;

LTV – long-term assets residual value in the beginning of the projected period, EUR;

K – the planned quantity (e.g. number of departing passengers) per calendar year for which the Fee is established.

2. Rates for the use of the entire above specified Airport's equipment (objects of centralised infrastructure) shall be calculated according to the formula given in Paragraph 1, unless otherwise explicitly provided in these Terms and Conditions.

3. Based on the formula given in Paragraph 1, LOU shall recalculate the amount of the Fee prior to 1 November of each year and immediately inform the Providers / Air Carriers thereof. The recalculated Fee shall be applicable starting from 1 January of each year.

PROCEDURE FOR ESTABLISHING CENTRALISED INFRASTRUCTURE FEES AT PALANGA INTERNATIONAL AIRPORT

The centralised infrastructure of Palanga International Airport includes:

1. Passenger baggage handling system;
2. Passenger and baggage check-in infrastructure;
3. Fuel service infrastructure and fuel services.

Amounts (with the exception of the charges specified separately in this document) of the Centralised Infrastructure Fees at Palanga International Airport are calculated according to the following formula:

$$M = S/K$$

where:

M - a fee payable to LOU for the use of all CI objects;

S – CI maintenance costs of LOU over the calendar year. These costs consist of CI object-related Airport staff maintenance, public utilities (excluding services payable according to the fact), insurance, long-term assets depreciation of the respective CI object, administrative costs, capital costs and other related costs;

K – number of arriving and departing passengers handled over the calendar year

Annex 5**ADDITIONAL PROVISIONS ON FUEL SERVICE INFRASTRUCTURE AT VILNIUS INTERNATIONAL AIRPORT AND PALANGA INTERNATIONAL AIRPORT**

The terms and conditions referred to herein shall additionally apply to the Providers using the FSI.

Taking into account that, on the basis of the lease agreement for the State Tangible Assets (hereinafter referred to as the FSI Lease Agreement), the FSI is transferred to the Airport's ground handling service provider (hereinafter referred to as Operator) on the basis of lease for a period of 10 years, all provisions of this Chapter of the Terms and Conditions, which provide for the rights and obligations of LOU or the Airport Administration shall be understood and construed as providing for such rights and obligations to the Operator (as far as it concerns the use of VNO/PLQ FSI).

For the purposes of the implementation of the provisions of this Chapter, the Operator shall also have the rights and obligations of the Airport Administration provided for in Clauses 8.9, 8.12, 8.13, 8.14, 8.15, 8.16, 9.1 (with the exception of the right to unilaterally determine the amount of the Fee), 9.3.1, 13.1.5, 14.1.-14.3 of these Conditions.

Providers wishing to use the VNO/PLQ FSI shall enter into agreements with the Operator on the Terms and Conditions of the use of FSI.

1. SPECIAL CONCEPTS AND DEFINITIONS

The capitalised concepts additionally used herein shall have the following meaning, unless clearly indicated otherwise:

Reserve Quantity

Minimum amount of jet fuel specified by the Airport Administration which the Provider must submit for storage and keeping in the Fuel Storage Equipment during the entire Contract validity term.

FSI / FSCI

Fuel service infrastructure: a part of the Airport infrastructure intended for jet fuel acceptance, storage, accounting of kept jet fuel and tax declaration, jet fuel quality control and supply to fuelling vehicles, consisting of:

Fuel Storage Equipment, including, without limitation, jet fuel acceptance equipment from railway tank cars, acceptance filtration equipment, fuel storage containers, supply filtration equipment, pumping station and pipeline, accounting and other related equipment; and

Fuel Services, comprised of Fuel Storage Equipment servicing and jet fuel acceptance, storage, accounting and tax declaration, quality control and supply services.

Maximum Quantity

Maximum quantity of jet fuel, which the User has the right to submit to fuel storage containers and which includes jet fuel previously submitted by the User and stored in fuel storage containers.

2. RIGHTS AND OBLIGATIONS OF THE AIRPORT ADMINISTRATION

2.1. The Airport Administration shall:

- 2.1.1. grant the Provider the Fuel Storage Equipment for acceptance, storage and supply of jet fuel, the quantity of which is specified in advance, provided that the Provider follows the requirements specified in these Terms and Conditions and its transferred jet fuel complies with technical qualities specified in these Terms and Conditions.
- 2.1.2. provide the Provider with the following Fuel Services subject to the terms and conditions and procedure specified in the Terms and Conditions:
 - 2.1.2.1. jet fuel taking from railway tank cars (re-pumping to containers);
 - 2.1.2.2. jet fuel taking control;
 - 2.1.2.3. jet fuel storage, accounting and tax declaration;
 - 2.1.2.4. jet fuel storage control;
 - 2.1.2.5. jet fuel supply to the Provider into the fuelling vehicles.
- 2.1.3. ensure quality storage of jet fuel and in case of worsening of jet fuel quality, inform the Provider in writing thereof.
- 2.1.4. allow the Provider's employees to check the residues of jet fuel on the first business day of each month in the presence of the Airport Administration.
- 2.1.5. supply jet fuel to fuelling vehicles only under the waybills of a form determined by the Airport Administration upon submission of supplier's (manufacturer's) fuel quality certificates and quality control examination certificates of the Airport Administration;
- 2.1.6. ensure that quality of jet fuel supplied to fuelling vehicles would comply with the quality parameters of the standard ASTM D 1655.

2.2. The risks of jet fuel loss, damage, contamination, quality worsening and accidental decrease in quantity shall fall on LOU only during the period from the moment of taking jet fuel for storage in the Fuel Storage Equipment (i.e. when jet fuel passes to FSI connector) till the moment of jet fuel supply from the Fuel Storage Equipment (i.e. when jet fuel passes the connector of hoses in the fuelling vehicle receiving the fuel).

2.3. The Airport Administration shall be entitled to grant the right to use FSI to other persons at its own discretion which may result in the mixing of jet fuel accepted for storage from the Provider with the fuel of the same type and quality accepted for storage from other persons, as well as to supply the stored jet fuel to other persons. The Airport Administration shall maintain and supply to the Provider the quantity of fuel no less and of not worse quality than the quantity of fuel transferred by the Provider, except for Reserve Quantity.

3. RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 3.1. In addition to other obligations specified in the Terms and Conditions, the Provider shall:
 - 3.1.1. submit to the Airport for storage the agreed quantity of jet fuel complying with the requirements specified herein in the pre-agreed terms;
 - 3.1.2. submit to the Airport Administration the specified Reserve Quantity of jet fuel and maintain it during the entire period of FSI use;
 - 3.1.3. pay jet fuel excise duty subject to procedure specified by the laws of the Republic of Lithuania;

- 3.1.4.ensure jet fuel supply quantity and quality control and jet fuel quality aerodrome control at its own risks, expense and liability.
- 3.2. Jet fuel submitted by the Provider for storage shall comply with ASTM D 1655 standard. The Airport Administration shall be entitled to refuse accepting jet fuel upon informing the Provider in writing thereof in the event the fuel does not comply with the specified technical qualities and standards or if the duly executed documents necessary for their acceptance are not submitted.
- 3.3. The Maximum Quantity determined for the Provider shall be specified in a separate agreement between the Provider and the Airport Administration. The Maximum Quantity may be unilaterally reduced at the discretion of the Airport Administration upon informing the Provider in writing thereof no later than prior to 15 calendar days in case the total number of the Providers using FSI changes and/or there are other reasonable causes. Subject to the Provider's request the Maximum Quantity may be increased due to the same causes.
- 3.4. The Provider shall ensure that Reserve Quantity submitted by the Provider for storage would not be lower than specified in the agreement between the Airport Administration and the Provider during the entire planned period of FSI use. The Reserve Quantity may be unilaterally reduced or increased at the discretion of the Airport Administration upon informing the Provider in writing thereof no later than prior to 15 calendar days in case the total number of the Providers using FSI changes and/or there are other reasonable causes.
- 3.5. In the event the quantity of jet fuel submitted by the Provider to FSI becomes lower than Reserve Quantity while performing the Provider's instruction to supply jet fuel to fuelling vehicle, the Airport Administration shall be entitled not to supply the Provider the part of jet fuel, which is necessary to maintain Reserve Quantity.
- 3.6. In the event the quantity of jet fuel submitted by the User and stored at FSI becomes lower than Reserve Quantity due to any reasons or the Airport Administration determines to the Provider a higher mandatory Reserve Quantity, the Provider shall immediately purchase and submit to the Airport Administration for storage the missing part of Reserve Quantity. In case the lack of jet fuel resulted from causes within the responsibility of the Provider, the Provider shall compensate the loss incurred by LOU. In case the lack of jet fuel resulted from causes within the responsibility of LOU, LOU shall compensate to the Provider the reasonable expenses of purchase of the missing quantity of jet fuel.
- 3.7. The Provider shall ensure that his General Civil Liability Insurance specified in the General Part hereof shall cover the fuel quality and refuelling risk insurance.
- 3.8. The Provider / Air Carrier shall pay the Fee for the use of FSI in a timely manner.

4. PROCEDURE OF FUEL ACCEPTANCE AND SUPPLY

- 4.1. The Provider shall carry out the following actions related to submission of jet fuel:
- 4.1.1.provide written information to the Airport Administration on fuel quantities scheduled for delivery during the next calendar month and delivery dates and fuel quantities scheduled to reclaim and reclaiming dates no later than 5 calendar days prior to the beginning of each calendar month;
- 4.1.2.inform the Airport Administration on fuel quantity, technical qualities and delivery time 5 calendar days prior to the delivery date of jet fuel;
- 4.1.3.deliver jet fuel to Fuel Storage Equipment on the agreed time together with the duly executed documents necessary for the acceptance and duly executed consignment documents;
- 4.1.4.inspect visual appearance of jet fuel delivered by supplier in railway tank cars as well as whether it is not contaminated with mechanical impurities, water, ice crystals or frost;
- 4.1.5.inspect jet fuel filling height in tanks;
- 4.1.6.determine the density of received jet fuel;

- 4.1.7. subject to railway tank car calibration tables, determine the actual quantity in litres and actual quantity in litres under +15°C and actual quantity in kilograms according to the fuel temperature during acceptance.
- 4.2. After the Provider informs about jet fuel delivery as specified in Paragraph 4.1.2 hereof, it shall be deemed that the quantity of fuel indicated by the Provider and other delivery terms have been agreed on if the Airport Administration confirms the same in writing or does not inform the Provider within 5 business days. In the event the Airport Administration fails to confirm jet fuel quantity or other delivery terms, jet fuel may be delivered only under the terms and conditions separately agreed by the Parties.
- 4.3. The Airport's Fuel Service representative shall participate in carrying out of actions specified in Paragraphs 4.1.4 – 4.1.7 hereof by the Provider. If after such actions specified in this paragraph it is determined that jet fuel accepted for storage complies with ASTM D 1655 standard and other requirements specified in the Terms and Conditions are performed, the Airport Administration undertakes to accept for storage the actually determined jet fuel quantity. If the Provider fails to perform at least one of the requirements specified in paragraphs 4.1.1 – 4.1.7 hereof prior to delivery of jet fuel as well as if jet fuel does not comply with the specified quality standard, the Airport Administration shall be entitled to refuse such fuel. The Airport Administration shall also be entitled to refuse jet fuel on other grounds specified in these Terms and Conditions or in separate agreements.
- 4.4. Railway tank cars are allowed to enter the Airport's Fuel Service territory only upon submission of duly executed consignment documents necessary for fuel acceptance and other necessary documents by the Provider to Responsible Persons of Fuel Service.
- 4.5. Upon transfer of jet fuel for storage, the Provider shall submit to the Airport's Fuel Service employees the fuel acceptance certificate to be signed by both Parties, jet fuel quality certificate issued by the manufacturing plant and administrative cover letter.
- 4.6. Upon tanks defueling, the fuel owner shall immediately seal them with his own seals and inform Kirtimai Railway Station Dispatcher Office as well as apply to the Airport Administration for a permit to transport the tanks.
- 4.7. Subject to a prior written notice of the Airport Administration, the Provider shall temporarily, for a period specified by the Airport Administration, reduce the quantity of stored jet fuel in as much as necessary to perform periodic fuel storage containers inspection or cleaning or for other reasonable purposes.
- 4.8. To get the fuel supply, the Provider shall submit to the Airport Administration duly executed and valid mandatory documents: potentially hazardous device registration certificate; certificate of approval of vehicle suitability for carriage of certain hazardous cargo; fuelling vehicle meter sealing certificate (filling station sealing certificate); fuel meter verification certificate. Jet fuel shall be supplied to fuelling vehicles only upon submission of all necessary documents by the Provider to the Airport Administration and only for the quantity, for which the Airport Administration has been submitted aircraft fuelling waybill or other document confirming fuel consumption (e.g. utilisation act) and according to the documents approved by IATA Joint Inspection Group, including the Guidelines for Aviation Fuel Quality Control and Operating Procedures For Joint Airport Depots, JIG 2, and other valid legal acts and LOU internal documents.
- 4.9. Prior to the first fuelling of each day the Provider with participation of Responsible Employee from Fuel Service shall take a fuel sample in the supply line after filter and inspect whether it contains any water, mechanical impurities, ice crystals or frost. After the inspection the sample shall be poured into the Airport's Fuel Service drain fuel storage container collecting sediment.
- 4.10. Should the Provider find any error in aircraft fuelling waybills, such error shall be corrected in all copies of waybill and signed by a person correcting such error and the Responsible Employee from the Fuel Service and the Industrial Dispatch Office manager shall be

immediately informed thereof, indicating the number of such waybill, date of its issue and the essence of such error.

- 4.11. Fuel Service working time (weekdays and hours) i.e. during which jet fuel can be accepted and supplied shall be determined by the Airport Administration at its own discretion, which shall inform the Provider thereof and publish on the Airport's website.

5. FEES AND PAYMENT

- 5.1. Fee for the use of FSI shall be calculated for each metric ton of jet fuel supplied from Fuel Storage Equipment to the Provider.
- 5.2. If the Provider delays payment of all or part of Fee for the use of FSI for more than 15 calendar days, the Airport Administration shall be entitled to suspend jet fuel submitted by the Provider upon written notification of the Provider thereof.

6. RESTRICTIONS OF FSI USE

- 6.1. In addition to other cases specified in the Terms and Conditions, the Airport Administration shall be entitled to unilaterally restrict or prohibit the use of FSI by the Provider upon written notification of the Provider prior to 15 calendar days if the Provider fails to maintain the Reserve Quantity and/or systematically (more than twice in 12 months) submits jet fuel failing to comply with the terms and conditions of this Contract or with the pre-agreed delivery time and/or quantities.

7. CONDITIONS FOR CALCULATING AND APPROVING THE FEE

The centralised infrastructure of the Fuel Service of Vilnius branch/Palanga branch is the infrastructure located in the territory of the Vilnius/Palanga Airport and managed by the SE Lithuanian Airports under the right of entrustment for the reception, storage and dispensing of aviation fuel. The FSCI may be leased by a decision of LOU to an operator (hereinafter referred to as the Operator) who undertakes to carry out the reception, storage and dispensing of aviation fuel and related administrative activities (hereinafter referred to as Activities) and shall be entitled to collect an FSCI fee (hereinafter referred to as the Fee) for the services provided, the procedure for the calculation and approval of which is set out below.

- 7.1. The calculation of the FSCI Fee shall include only the Operator's expenses directly related to the services and Activities provided by FSCI.

- 7.2. The amount of the FSCI Fee shall be calculated in accordance with the formula set out below:

$$Fee = \frac{S + T}{K}$$

Where:

S – all expenses of the Operator directly related to the FSCI and the Activity, planned for the calendar year for which the Fee is determined.

Groups and elaboration of the attributable expenses:

No.	Expenses	Description/Elaboration of expenses	Procedure for calculation of expenses, provision of data on expenses
1.	Depreciation of tangible fixed assets (movable and immovable)	Depreciation per year of created new tangible assets during the operation period of FSCI.	Calculated by LOU by estimating the value of the newly created assets and the remaining term of the Operator's Activity
2.	Property insurance	Expenses of insurance of movable and immovable assets of FSCI leased to the Operator under the State Tangible Assets Lease Agreement.	The data shall be received by the Operator from the insurance company and provided to LOU
3.	Civil liability insurance	Expenses of civil liability insurance of the Operator for the Activities.	The data shall be received by the Operator from the insurance company and provided to LOU
4.	Services purchased by the Operator necessary to ensure the operation of FSCI	Expenses of services purchased by the Operator necessary to ensure the operation of the FSCI, including but not limited to site protection, laboratory testing, site maintenance services.	The data shall be received by the Operator from the respective service providers and provided to LOU
5.	Repair and maintenance expenses of FSCI	Materials and stocks, expenses of transport, equipment operation and repair, operation of premises.	The data shall be received and provided to LOU by the Operator
6.	Lease of FSCI assets (fixed part)	Fixed part of the lease for movable and immovable property in FSCI.	Provided for in the lease agreement for the State Tangible Assets between LOU and the Operator
7.	Lease of FSCI assets (variable part)	The variable part of the lease for movable and immovable property in the FSCI, calculated per each tonne of fuel supplied from FSCI.	Provided for in the lease agreement for the State Tangible Assets between LOU and the Operator
8.	Land lease	Lease fee for a plot of land assigned to FSCI.	Provided for in the Land Lease Agreement between LOU and the Operator
9.	Lease of vehicles and equipment	Rental expenses for vehicles and equipment used in FSCI's activities	The data shall be received and provided to LOU by the Operator
10.	Administrative expenses	Expenses on the purchase of stationery, communication, IT, training, business trips and related expenses, but not more than 5 % of the total planned expenses (S), excluding depreciation costs ("1.	The data shall be received and provided to LOU by the Operator

		Depreciation of tangible fixed assets (movable and immovable)").	
11.	Expenses related to utilities	Water, electricity, heating, cleaning of buildings, equipment and fuel base area, household waste management.	The data shall be received by the Operator from the respective service providers and provided to LOU
12.	Expenses of wages and salaries (W&S)	W&S costs of staff directly involved in receiving, storing and dispensing fuel from fixed tanks.	The data shall be received and provided to LOU by the Operator
13.	Management fee	Operator management fee.	The management fee shall be calculated in the same order as "7. Lease of FSCI assets (variable part)" and shall not be higher, i.e. it may be less than or equal to the variable part of the lease provided for in the FSCI Lease Agreement.

T – the difference between the actual incurred and projected expenses of the Operator during the period from the beginning of FSCI lease to the current year in which the Fee is calculated until the end of the current year (in the last year - until the lease period) and the Operator's actual collected and projected income during the said period;

K – the planned quantity of fuel to be dispensed in tonnes in the calendar year for which the Fee is determined.

- 7.3. The Operator expenses may not count in, including, but not limited to: the expenses of W&S of personnel supplying fuel to aircraft, other expenses related to fuel supply to aircraft, fuel supply or other expenses not related to the lease and/or depreciation of vehicles used in the operation of FSCI, and other similar expenses not directly related to the management of the fuel storage infrastructure. On the Operator submitting data on expenses of this or an analogous nature, or other costs not provided for in this methodology, LOU shall have the right not to approve the Fee. LOU shall also have the right not to approve the Fee if the Operator is unable to justify the expenses or if there are doubts as to the reliability of the data provided.
- 7.4. Pursuant to the above points, the Operator shall recalculate the Fee, submit it to LOU for review and approval and inform the Providers/Air Carriers thereof no later than 30 June each year. The amount of the Fee shall be approved by the order of the Director General of LOU and shall take effect from 1 January of the following calendar year. Until the new Fee becomes effective, the previously approved Fee amount shall remain in force.

ADDITIONAL PROVISIONS ON CUTE SYSTEM AT VILNIUS INTERNATIONAL AIRPORT

The provisions, the terms and conditions referred to herein shall apply additionally to the Providers using CUTE.

1. concepts

The capitalised concepts additionally used herein shall have the following meaning, unless clearly indicated otherwise.

Reconstructive Maintenance	Removal or correction of duly identified Troubles (errors) and, considering the situation), development and installation of suitable working environment to maintain CUTE system accessibility.
Automatic Passenger Counting System	A system used by the Airport, intended to automatically record the number of departing passengers.
CUTE Workplace	Passenger/transfer passenger check-in desks, stands, personal computers in them together with related peripheral equipment and firmware in such peripheral equipment that are a part of CUTE system, located in passenger service terminal and boarding areas (passenger boarding gates).
CUTE Program	Software belonging to System Supplier and/or his license provider, which is used by the Airport Administration under license to provide CUTE system, which may be modified and/or updated from time to time at the discretion of the Airport Administration and/or subject to agreement with System Supplier.
CUTE System	Common Use Terminal Equipment (software, firmware and related technical measures) package intended for passenger and baggage check-in, data storage and transfer.
Working Hours	Time from 7:00 to 19:00 every day. Working hours may be reviewed and amended at LOU discretion subject to seasonal changes. The Airport Administration shall inform the Providers about changes in Working Hours in advance in writing or by publishing them on the Airport's website or otherwise.
Non-Working Hours	Non-working hours are the hours outside Working Hours.
Service Recovery Time	Maximum target time for Troubleshooting. This time shall be measured as the time from the moment the Responsible Person of the Airport Administration receives notice on Trouble till CUTE system operation recovery.
Preventive Maintenance	Any reasonable actions necessary for Troubleshooting, including coordination and control actions, System equipment (e.g. Workplaces and peripheral equipment) cleaning, regulation

and calibration to ensure CUTE System reliability and availability.

System Supplier

SITA Informatikon Networking Computing BV – a legal person operating on the basis of contract with LOU, which has developed, installed, maintains and supports CUTE Program and performs CUTE Program modifications.

Trouble

System status, which functionally or technically disrupts CUTE System's availability.

Application

Computer application used by the Provider under the contract with ADP or airlines, which connects to CUTE System and allows performing passenger check-in in departure control systems as well as applications of airlines main systems (e.g. emulators of air companies).

Technical Requirements

CUTE System's technical requirements submitted to the Provider that are determined by System Supplier and which the Provider must follow when using CUTE system, with all subsequent amendments and supplements.

ASP

Application licensor as well as service provider, i.e. any person providing the services of Applications installation and maintenance at the Airport to the Providers / Air Carriers and/or airlines.

User Manual

CUTE operating procedures and instructions submitted to the User to be followed by the Provider during the use of CUTE system, with all subsequent amendments and supplements.

2. SCOPE OF USE OF CUTE SYSTEM

- 2.1. CUTE System is the common use object of all the Providers of CUTE System: each Provider is given CUTE System to use according to the request submitted by the Provider and the scope of use of CUTE system agreed with the Airport Administration.
- 2.2. In exceptional cases the Provider and the Airport Administration may conclude a separate written agreement regarding provision of CUTE Workplace assigned to the Provider under the terms and conditions separately agreed by the Provider and the Airport Administration. Provision of the assigned workplace shall be an additional service which is not included in the Fee and shall be paid for separately.
- 2.3. The Provider shall provide the Airport Administration with the Provider's serviced flight schedule for the next 24 hours according to the Rules of the Airport. After the Airport Administration receives the flight schedule for the next 24 hours, the number and place of CUTE Workplaces provided to the Provider shall be agreed on. The use of CUTE System with the Provider shall not create a legal obligation to the Airport Administration to guarantee to the Provider the provision of agreed CUTE Workplaces, if technical or organisational capabilities of the Airport to provide the agreed CUTE Workplaces, including their number, subsequently change due to objective reasons.
- 2.4. In the event of important organisational and technical reasons, the Airport Administration shall be entitled to correct the time of use of CUTE Workplaces, number and place of CUTE Workplaces provided to the Provider at any time upon immediate notification of the Provider in writing.
- 2.5. The Provider may use one CUTE Workplace for servicing several flights at the same time.
- 2.6. After finishing the use of CUTE Workplace, the Provider shall fully vacate it in order the next

Provider could properly use it.

- 2.7. The Airport Administration shall give to the Provider only the following supplies used in CUTE Workplaces: ink ribbons and printer heads. The Provider shall take care of other supplies and means at his own expense and risk.

3. APPLICATIONS AND ASP

- 3.1. These Terms and Conditions shall not apply to Applications and related services, which ASP provides to respective Providers and/or airline companies. Such Applications, their licenses, Application-related services, including, without limitation, their installation, updates, maintenance, services and expenses related to them shall be the object of separate contracts between ASP and the Providers and/or airlines respectively. The Provider shall ensure he has all valid licenses and other rights to use Applications and shall guarantee that the use of Applications is not in violation of the rights or legitimate interests of any third parties.
- 3.2. The Provider shall apply to System Supplier and the Airport Administration and obtain their prior written consent regarding approval of Applications requested for installation as well as the use of other software or hardware, if such use is necessary and unavoidable. The Airport Administration and System Supplier shall be entitled to ask the Provider to provide all the related information, which is reasonably necessary to assess specifications of Application and the possibilities of connection to CUTE System. The Provider shall carry out the actions specified in this paragraph at his own expense and powers.
- 3.3. The Providers shall not be entitled to use any Applications or other software or hardware, the use of which is not approved by a prior consent from the Airport Administration and System Supplier and which is not harmonized and/or may have a negative impact on CUTE System or any other part related to the System. Should the Provider breach these provisions, the Provider shall immediately compensate in full any and all losses incurred by LOU or any third party subject to the requirement of the Airport Administration.
- 3.4. LOU shall not be liable for troubles in CUTE System, occurring due to the services provided by ASP to the Users, Applications and other circumstances beyond control, while the Providers shall be liable against LOU for damage made to LOU due to the actions or inaction of ASP of their used Applications, including the used Applications.
- 3.5. LOU shall not grant any guarantee to software, used or provided by ASP or any other persons connected to CUTE System.

4. FEE

- 4.1. Fee for the use of CUTE System shall be calculated and paid for each departing passenger serviced with the help of CUTE System.
- 4.2. The Provider shall provide written information to the Airport Administration about the number of departing passengers checked-in for a flight with the help of CUTE System no later than within 24 hours of the end of passenger check-in for a respective flight by identifying the number of departing passengers checked-in for the flight (flights) of a specific Air Carrier.
- 4.3. In the event the Provider has indicated a smaller number of passengers to the Airport Administration than the Automatic Passenger Counting System (where this system is available), the Airport Administration shall inform the Provider in writing thereof and shall be entitled to calculate the Fee and to issue VAT invoice to the Provider / Air Carrier on the basis of the number of passengers indicated by the Automatic Passenger Counting System.
- 4.4. If doubts arise regarding the number of passengers indicated by the Provider, subject to the request of the Airport Administration the Provider shall submit additional documents supporting the number of passengers checked-in for a flight.

5. TRAININGS AND INFORMING

- 5.1. The Provider shall follow the User Manual and Technical Requirements and shall be liable for all losses and damage resulting from the use of CUTE System without keeping to these requirements. System Supplier or the Airport Administration may specify and amend the User Manual and Technical

Requirements from time to time at their own discretion. The Providers shall be informed about such amendments and specifications by System Supplier or the Airport Administration respectively, whichever has carried out the same.

- 5.2. Prior to the Provider starting to use CUTE System, the Airport Administration shall organise to the Provider assistance at the site, training sessions and submit documents in order to make the Provider's staff duly familiar with CUTE System. After the first training of employees, subsequent training sessions for the Provider's employees shall be organised and background documents shall be submitted on the initiative of the Airport Administration or the Provider. The price of the first training of employees and subsequent training courses, held on the initiative of the Airport Administration shall be included in the Fee; subsequent training courses held upon the Provider's request shall be organised and paid under the terms and conditions separately agreed by the Airport Administration and the Provider.
- 5.3. The Airport Administration shall provide the Provider with additional information, which is reasonably necessary in order to properly use CUTE System as well as keep in contact with System Supplier regarding CUTE System-related issues and forward to System Supplier any comments of the Provider regarding Troubles in the operation of CUTE System.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All patents, copyrights and other intellectual property rights related to CUTE System including without limitation, CUTE Program, technologies, know-how and other objects of exclusive rights are, will be and remain licensed and belonging to System Supplier or LOU and/or their respective licensors, if any.
- 6.2. No property right, other exclusive rights or a part thereof to any patents, copyrights and any other pecuniary and non-pecuniary rights related to CUTE System, shall pass to the Provider.
- 6.3. LOU shall grant to the Provider and the Provider shall accept a non-exclusive limited license to use CUTE Program at CUTE Workplaces for the period of the system use to the extent needed by the Provider to use CUTE System. This non-exclusive license shall be limited to the actions directly needed for the use of CUTE System at CUTE Workplaces and shall not grant the right to the Provider, inter alia:
 - 6.3.1. to distribute, sell, lend, grant, lease, license, sublicense, realize or otherwise transfer or assign for use CUTE Program or a part thereof as well as any rights to CUTE Program in part or in full to any third persons;
 - 6.3.2. to copy or otherwise reproduce CUTE Program or a part thereof, including copying of CUTE Program to other computers than those in which it has been installed in the beginning or in which it has been presented by LOU, except for cases where LOU permits such actions under a prior written consent;
 - 6.3.3. to use CUTE Program in order to develop computer program or module intended to perform the same or essentially the same function that is performed by CUTE Program or a part thereof;
 - 6.3.4. to provide any commercial services to other persons, except for airline companies by using or operating CUTE Program or any part thereof except for cases where LOU permits such actions under a prior written consent;
 - 6.3.5. to modify, adapt, translate, analyse (in order to reveal technological secrets), decompile, dismantle or develop a derivative work based on CUTE Program, except for cases where LOU permits such actions under a prior written consent;
- 6.4. The Provider shall take all reasonable means necessary to protect CUTE Program against illegal access or copying.
- 6.5. The Provider shall not use or harmonise CUTE Program with other software, except which has been installed/granted or approved under a prior written consent by LOU and System Supplier.
- 6.6. In the event System Supplier or LOU upon coordination with System Supplier performs CUTE System modifications, where they are necessary to ensure CUTE System operation, to increase its efficiency or due to other reasonable causes, the Airport Administration shall inform the Provider in advance about such planned CUTE modifications, if such modifications may affect the Provider's possibilities to use CUTE System or the Services level standard. CUTE System modifications on the initiative of LOU or System Supplier may be carried out without a prior notice to the Provider if such modifications are immediately required in order to restore CUTE System's availability to the Provider and/or other users

or due to other emergency reasons.

7. DATA PROTECTION AND PRIVACY

- 7.1. In the event the Provider handles or processes any personal data during the use of CUTE System, he shall comply with all requirements of legal acts related to such personal data protection and shall be directly and personally liable for handling of such personal data in compliance with all such applicable requirements of legal acts that regulate personal data protection and privacy.
- 7.2. The Airport Administration shall not participate in the Provider's handling of personal data and shall not assume any liability for the personal data handling carried out by the Provider. In the event any claim, application or other requirement is made against the Airport Administration as a result of personal data handling actions carried out by the Provider, the Provider undertakes to immediately intervene and take over liability on the basis of such claims as well as to compensate any expenses incurred by LOU due to any applied sanctions in his regard.

8. CUTE MAINTENANCE

- 8.1. The Airport Administration undertakes to put all efforts in order CUTE System would be available to the Providers, i.e. would be in common standby to use CUTE System for check-in of departing passengers during the entire validity term of CI Operating Contract.
- 8.2. The Provider shall immediately notify the Airport Administration about any troubles of CUTE System in order the Airport Administration could use reasonable efforts to remove CUTE System's troubles.
- 8.3. CUTE System target recovery time for all Troubles, about which the Provider notifies the Airport Administration during Working Hours is:
 - 8.3.1. 95% of Troubles removed within 45 min;
 - 8.3.2. 100% of Troubles removed within 48 hr.
- 8.4. CUTE System target recovery time for all Troubles, about which the Provider notifies the Airport Administration during Non-Working Hours is:
 - 8.4.1. 95% of Troubles removed within the following time, depending on what happens earlier: within 150 min or within 45 min from the beginning of Working Hours;
 - 8.4.2. 100% of Troubles removed within 48 hours.
- 8.5. The indicated recovery time is target time. In the event it is impossible to remove Trouble within the indicated time due to objective reasons that do not directly depend on the Airport Administration, the Airport Administration shall not be liable for such delay.
- 8.6. Where Troubles must be removed both at boarding gates and at check-in desks, Troubles at boarding gates shall be removed first. In such event the indicated terms for Trouble recovery shall not apply.
- 8.7. To avoid possible Troubles, the Airport Administration and/or System Supplier shall carry out Preventive Maintenance of CUTE System in compliance with the following requirements as far as reasonably possible:
 - 8.7.1. when CUTE System is not used and in a way to have the lowest risks related to termination of possibilities to use CUTE System or disruption of operations of the Providers;
 - 8.7.2. keeping to the manufacturer's requirements, manuals and professional standards;
 - 8.7.3. to achieve proper minimum printing and reading quality, Preventive Maintenance of all calibrated devices (e.g. printers, boarding gates scanners) shall be carried out.
- 8.8. The Airport Administration shall inform the Provider verbally or by email prior to one business day about the scheduled preventive maintenance works, which may disrupt the usual access to CUTE System or a part thereof. Preventive Maintenance shall be carried out when CUTE System is not used.
- 8.9. During performance of Reconstructive Maintenance during Working Hours all troubles and/or errors shall be removed as soon as possible after receipt of the first notice. Reconstructive Maintenance shall be carried out according to the following requirements:
 - 8.9.1. Upon timely receipt of the Provider's notice on Troubles or a request to carry out Reconstructive Maintenance by the Responsible Person of the Airport;
 - 8.9.2. In all cases Reconstructive Maintenance shall have priority against requests regarding installations of modifications.

**ADDITIONAL PROVISIONS ON PASSENGER AND BAGGAGE CHECK-IN SYSTEM AT
KAUNAS INTERNATIONAL AIRPORT AND PALANGA INTERNATIONAL AIRPORT**

The provisions, the terms and conditions referred to herein shall apply additionally to the Providers using the passenger and baggage check-in system.

2. concepts

The capitalised concepts additionally used herein shall have the following meaning, unless clearly indicated otherwise.

Reconstructive Maintenance	Removal or correction of duly identified Troubles (errors) and, considering the situation, development and installation of suitable working environment to maintain accessibility of the passenger and baggage check-in system.
Automatic Passenger Counting System	A system used by the Airport, intended to automatically record the number of departing passengers.
System Workplace	Passenger/transfer passenger check-in desks, stands, personal computers in them together with related peripheral equipment and firmware in such peripheral equipment located in passenger service terminal and boarding areas (passenger boarding gates).
System	Common Use Terminal Equipment (software, firmware and related technical measures) package intended for passenger and baggage check-in, data storage and transfer.
Working Hours	Time from 7:00 to 19:00 every day. Working hours may be reviewed and amended at LOU discretion subject to seasonal changes. The Airport Administration shall inform the Providers about changes in Working Hours in advance in writing or by publishing them on the Airport's website or otherwise.
Non-Working Hours	Non-working hours are the hours outside Working Hours.
Service Recovery Time	Maximum target time for Troubleshooting. This time shall be measured as the time from the moment the Responsible Person of the Airport Administration receives notice on Trouble till the System operation recovery.
Preventive Maintenance	Any reasonable actions necessary for Troubleshooting, including coordination and control actions, System equipment (e.g. Workplaces and peripheral equipment) cleaning, regulation and calibration to ensure the System reliability and availability.
Trouble	System status, which functionally or technically disrupts the System's availability.
Application	Computer application used by the Provider under the

contract with ADP or airlines, which allows performing passenger check-in in departure control systems as well as applications of airlines main systems (e.g. emulators of air companies).

ASP

Application licensor as well as service provider, i.e. any person providing the services of Applications installation and maintenance at the Airport to the Providers / Air Carriers.

2. SCOPE OF USE OF THE SYSTEM

- 2.8. The System is the common use object of all the Providers: each Provider is given the System to use according to the Provider's request and the scope of use of the System agreed with the Airport Administration.
- 2.9. In exceptional cases the Provider and the Airport Administration may conclude a separate written agreement regarding provision of the System Workplace assigned to the Provider under the terms and conditions separately agreed by the Provider and the Airport Administration. Provision of the assigned workplace shall be an additional service which is not included in the Fee and shall be paid for separately.
- 2.10. The Provider shall provide the Airport Administration with the Provider's serviced flight schedule for the next 24 hours according to the Rules of the Airport. After the Airport Administration receives the flight schedule for the next 24 hours, the number and place of the System Workplaces provided to the Provider shall be agreed on. The use of the System with the Provider shall not create a legal obligation to the Airport Administration to guarantee to the Provider the provision of agreed System Workplaces, if technical or organisational capabilities of the Airport to provide the agreed System Workplaces, including their number, subsequently change due to objective reasons.
- 2.11. In the event of important organisational and technical reasons, the Airport Administration shall be entitled to correct the time of use of the System Workplaces, number and place of the System Workplaces provided to the Provider at any time upon immediate notification of the Provider in writing.
- 2.12. The Provider may use one System Workplace for servicing several flights at the same time.
- 2.13. After finishing the use of the System Workplace, the Provider shall fully vacate it in order the next Provider could properly use it.
- 2.14. The Airport Administration shall give to the Provider only the following supplies used in the System Workplaces: ink ribbons and printer heads. The Provider shall take care of other supplies and means at his own expense and risk.

3. APPLICATIONS AND ASP

- 3.6. These Terms and Conditions shall not apply to Applications and related services, which ASP provides to respective Providers and/or airline companies. Such Applications, their licenses, Application-related services, including, without limitation, their installation, updates, maintenance, services and expenses related to them shall be the object of separate contracts between ASP and the Providers and/or airlines respectively. The Provider shall ensure he has all valid licenses and other rights to use Applications and shall guarantee that the use of Applications is not in violation of the rights or legitimate interests of any third parties.
- 3.7. The Provider shall apply to the Airport Administration and obtain their prior written consent regarding approval of Applications requested for installation as well as the use of other software or hardware, if such use is necessary and unavoidable. The Airport Administration shall be entitled to ask the Provider to provide all the related information, which is reasonably necessary to assess specifications of the Application and the possibilities of installation in the System Workplace. The actual operations for installation of the Application to be used by the Provider in the System Workplace shall be performed by the responsible persons of the Airport Administration (employees of LOU Information Technology

Department) within 5 business days from the date of application of the Provider and submission of all the necessary data and information.

- 3.8. The Providers shall not be entitled to use any Applications or other software or hardware, the use of which is not approved by a prior consent from the Airport Administration and which is not harmonized and/or may have a negative impact on any part of the System related to it. Should the Provider breach these provisions, the Provider shall immediately compensate in full any and all losses incurred by LOU or any third party subject to the requirement of the Airport Administration.
- 3.9. LOU shall not be liable for troubles in the System, occurring due to the Applications and other circumstances beyond control, while the Providers shall be liable against LOU for damage made to LOU due to the Applications used by them.
- 3.10. LOU shall not grant any guarantee to software, used or provided by ASP or any other persons connected to the System.

4. FEE

- 4.1. The Provider shall provide written information to the Airport Administration about the number of departing passengers checked-in for a flight with the help of the System no later than within 24 hours of the end of passenger check-in for a respective flight by identifying the number of departing passengers checked-in for the flight (flights) of a specific Air Carrier.
- 4.2. In the event the Provider has indicated a smaller number of passengers to the Airport Administration than the Automatic Passenger Counting System (where this system is available), the Airport Administration shall inform the Provider in writing thereof and shall be entitled to calculate the Fee and to issue VAT invoice to the Provider / Air Carrier on the basis of the number of passengers indicated by the Automatic Passenger Counting System.
- 4.3. If doubts arise regarding the number of passengers indicated by the Provider, subject to the request of the Airport Administration the Provider shall submit additional documents supporting the number of passengers checked-in for a flight.

5. TRAININGS AND INFORMING

- 5.1. The Provider shall follow the Technical Requirements and shall be liable for all losses and damage resulting from the use of the System without keeping to these requirements. The Airport Administration may specify and amend the Technical Requirements from time to time at its own discretion, while informing the Provider about such amendments and specifications in advance.
- 5.2. The Airport Administration shall provide the Provider with additional information, which is reasonably necessary in order to properly use the System.

6. DATA PROTECTION AND PRIVACY

- 6.1. In the event the Provider handles or processes any personal data during the use of the System, he shall comply with all requirements of legal acts related to such personal data protection and shall be directly and personally liable for handling of such personal data in compliance with all such applicable requirements of legal acts that regulate personal data protection and privacy.
- 6.2. The Airport Administration shall not participate in the Provider's handling of personal data and shall not assume any liability for the personal data handling carried out by the Provider. In the event any claim, application or other requirement is made against the Airport Administration as a result of personal data handling actions carried out by the Provider, the Provider undertakes to immediately intervene and take over liability on the basis of such claims as well as to compensate any expenses incurred by LOU due to any applied sanctions in his regard.

7. SYSTEM MAINTENANCE

- 7.1. The Airport Administration undertakes to put all efforts in order the System would be available to the Providers, i.e. would be in common standby to use the System for check-in of departing passengers.
- 7.2. The Provider shall immediately notify the Airport Administration about any troubles of the System in

- order the Airport Administration could use reasonable efforts to remove the System's troubles.
- 7.3. The System target recovery time for all Troubles, about which the Provider notifies the Airport Administration during Working Hours is:
 - 8.3.3. 95% of Troubles removed within 45 min;
 - 8.3.4. 100% of Troubles removed within 48 hr.
 - 7.4. The System target recovery time for all Troubles, about which the Provider notifies the Airport Administration during Non-Working Hours is:
 - 8.4.3. 95% of Troubles removed within the following time, depending on what happens earlier: within 150 min or within 45 min from the beginning of Working Hours;
 - 8.4.4. 100% of Troubles removed within 48 hours.
 - 7.5. The indicated recovery time is target time. In the event it is impossible to remove Trouble within the indicated time due to objective reasons that do not directly depend on the Airport Administration, the Airport Administration shall not be liable for such delay.
 - 7.6. Where Troubles must be removed both at boarding gates and at check-in desks, Troubles at boarding gates shall be removed first. In such event the indicated terms for Trouble recovery shall not apply.
 - 7.7. To avoid possible Troubles, the Airport Administration shall carry out Preventive Maintenance of the System in compliance with the following requirements as far as reasonably possible:
 - 7.7.1. when the System is not used and in a way to have the lowest risks related to termination of possibilities to use the System or disruption of operations of the Providers;
 - 7.7.2. keeping to the manufacturer's requirements, manuals and professional standards;
 - 7.7.3. to achieve proper minimum printing and reading quality, Preventive Maintenance of all calibrated devices (e.g. printers, boarding gates scanners) shall be carried out.
 - 7.8. The Airport Administration shall inform the Provider verbally or by email prior to one business day about the scheduled preventive maintenance works, which may disrupt the usual access to the System or a part thereof. Preventive Maintenance shall be carried out when the System is not used.
 - 7.9. During performance of Reconstructive Maintenance during Working Hours all troubles and/or errors shall be removed as soon as possible after receipt of the first notice. Reconstructive Maintenance shall be carried out according to the following requirements:
 - 7.9.1. Upon timely receipt of the Provider's notice on Troubles or a request to carry out Reconstructive Maintenance by the Responsible Person of the Airport;
 - 7.9.2. In all cases Reconstructive Maintenance shall have priority against requests regarding installations of modifications.

**ADDITIONAL PROVISIONS ON
PASSENGER BAGGAGE ACCEPTANCE (RECLAIM) SYSTEM AT VILNIUS
INTERNATIONAL AIRPORT, KAUNAS INTERNATIONAL AIRPORT AND PALANGA
INTERNATIONAL AIRPORT**

The provisions, the terms and conditions referred to herein shall apply additionally to the Providers using BAS.

1. SPECIAL CONCEPTS AND DEFINITIONS

The capitalised concepts additionally used herein shall have the following meaning, unless clearly indicated otherwise:

BAS	Passenger baggage acceptance (reclaim) system, consisting of: <i>Departing passenger baggage service system:</i> baggage scales and conveyor system, delivering baggage to the place of baggage sorting and loading to baggage transport trolleys, and other related equipment; <i>Arriving passenger baggage service system:</i> baggage reclaim conveyor system and other related equipment.
Automatic Baggage Counting System	System used by the Airport, intended to automatically record the number of baggage pieces processed by using BAS.

2. SCOPE OF USE OF BAS

- 2.1. BAS shall be the object of common use of all the Providers of the relevant services to the Air Carriers. BAS shall be given for the use both to the Provider and every other BAS user in accordance with the procedure laid down in these Terms and Conditions and the Rules of the Airport and in the scope of use of BAS equipment agreed by the Provider and the Airport Administration.
- 2.2. In the event of important organisational and technical reasons, the Airport Administration shall be entitled to correct the time of use of BAS, place, scope and other features of BAS equipment provided to the Provider at any time upon prompt notification thereof by phone.
- 2.3. The Airport Administration shall be entitled to grant the right at its own discretion to use BAS to several Providers, at the same time to the extent such common use of BAS is technically compatible and does not constitute disproportionate obstacles to the Providers. The necessity for the Providers to handle and sort the baggage services by the commonly used BAS and manage the related risks shall not be deemed a disproportionate obstacle.
- 2.4. The Provider shall immediately inform the Airport Administration in the event he cannot properly use BAS due to any reasons, including the actions of other Providers. The Airport Administration undertakes to put all reasonable efforts and to take necessary actions in order to remove the causes preventing the Provider from proper use of BAS as soon as reasonably possible.
- 2.5. Duration of BAS usage shall be counted from the beginning of baggage service for passenger departing in a respective flight till full vacation of BAS and in the event of servicing the arriving flight – from the beginning of baggage unloading from transport trolleys till full

baggage reclaim by the passengers and subsequent vacation of conveyor system. Duration of BAS usage cannot exceed the determined maximum duration of BAS usage. Except for cases where the Airport Administration and the Provider have agreed on a different maximum duration of BAS usage, the Provider shall use BAS without breaching the maximum duration of usage:

- 2.5.1. Maximum duration of BAS usage to service departing flight – not determined;
- 2.5.2. Maximum duration of BAS usage to service arriving flights – 40 minutes.
- 2.6. The Provider may use BAS for servicing several flights at the same time. In such event the maximum duration of BAS usage shall be counted for each flight separately.
- 2.7. After the maximum duration of BAS usage or in case of earlier finishing of BAS use, the Provider shall fully vacate it, including removal of baggage not reclaimed by passengers from BAS in order the Provider and/or other BAS users could properly use it to service other flights. For purposes of clarity, the Airport Administration shall not be liable for any failure to reclaim passenger baggage, its storage, damage and/or loss.
- 2.8. Should the Provider fail to keep to the requirements of the maximum duration of use, the Airport Administration shall be entitled to require the Provider to terminate the use of BAS.
- 2.9. The Provider shall ensure that the Provider's employees using BAS are trained to use this equipment according to the instructions for use submitted to the Provider by the Airport, all BPS equipment malfunctions occurring through fault of the Provider's employees and the related flight delays shall be the Provider's responsibility.

3. FEES AND PAYMENT PROCEDURE

- 3.1. Fee for BAS use shall be counted according to the number of baggage pieces of departing passengers.
- 3.2. In the event BAS is used repeatedly for the same baggage piece(s) due to certain reasonable events (e.g. message about explosives, etc.), the Fee for one baggage piece shall be counted and paid only once.
- 3.3. The Provider shall provide the Airport Administration with written information about the number of baggage checked-in for a flight no later than within 1 hour from the end of passenger check-in for a respective flight, including information on the Air Carriers for the flights of which baggage has been checked-in by specifying the amount of baggage falling to a specific Air Carrier.
- 3.4. In the event the Provider has indicated a smaller number of baggage pieces to the Airport Administration than the Automatic Baggage Counting System (where this system is installed), the Airport Administration shall inform the Provider in writing thereof and shall be entitled to calculate the Fee and to issue VAT invoice to the Provider / Air Carrier on the basis of the number of baggage pieces indicated by the Automatic Baggage Counting System.
- 3.5. If the Provider fails to provide the Airport Administration with the information on baggage quantity assigned for a specific departing flight according to the procedure specified in these Terms and Conditions and the Airport Administration does not have a possibility to determine the number of baggage pieces in other reasonable way (without available Automatic Baggage Counting System or in the event of its malfunction) it shall be deemed that one passenger has one baggage piece.

ADDITIONAL PROVISIONS ON AIRCRAFT GROUND POWER SUPPLY EQUIPMENT AND RELATED SERVICES AT VILNIUS INTERNATIONAL AIRPORT AND KAUNAS INTERNATIONAL AIRPORT

The provisions, the terms and conditions referred to herein shall apply additionally to the Providers using PS Equipment.

1. SPECIAL CONCEPTS AND DEFINITIONS

The capitalised concepts additionally used herein shall have the following meaning, unless clearly indicated otherwise:

PS Equipment	Aircraft ground power supply equipment: frequency converter equipment, cable extension carts, rectifiers, ensuring ground power supply to aircrafts and related equipment along with the related services.
Aircraft Parking Lot	Lot located in the territory of the Airport, which is identified with the assigned number and in which PS Equipment is installed.

2. SCOPE OF USE OF PS EQUIPMENT

- 2.1. The Airport Administration shall grant the Provider the right to use PS Equipment in the Aircraft Parking Lot, where the Provider's serviced aircraft is parked and which the Airport Administration indicates under procedure specified in the Rules of the Airport.
- 2.2. Granting of the right to use PS Equipment shall not include power supply, which is supplied to the Providers or directly to airline companies and paid by them on the basis of individual contracts.

3. RIGHTS AND OBLIGATIONS OF THE USER

- 3.1. The Provider shall inspect the PS Equipment provided to him every time before starting to use the PS Equipment and in the event of finding any defects or irregularities in PS Equipment he shall immediately report them to the Responsible Person of the Airport Administration.
- 3.2. The Provider shall return PS Equipment to the Airport Administration in the same condition it has been provided, except for PS Equipment defects or irregularities, which have been indicated to the Airport Administration and the normal wear and tear.
- 3.3. The Provider shall be entitled to use mobile power supply equipment only where there are no reasonable possibilities to use PS Equipment (e.g. in case of KUN where there are only two stationary pieces of PS Equipment, the Provider shall use the mobile equipment and have sufficient amount of it to service aircrafts standing at lots without PS Equipment). In such event, where the Provider uses mobile equipment to supply electricity to aircraft instead of PS Equipment, the Provider shall inform the Responsible Person of the Airport Administration thereof in writing no later than prior to the beginning of the use of mobile equipment.

4. PROCEDURE FOR USE OF THE EQUIPMENT

- 4.1. The Provider shall connect and use PS Equipment granted to him for use independently, at his

own expense and risk and shall ensure its proper switching off after the use.

- 4.2. The Provider shall have the possibility to expediently use mobile equipment for power supply to aircrafts in the event of PS Equipment malfunction or failure. The Provider may own mobile equipment under the ownership right or manage it on the basis of contracts with other Providers or other third parties. Subject to the Provider's request, the Airport Administration and the Provider shall agree on the mobile equipment storage place and conditions under a separate agreement. If the Provider fails to implement the requirements of this paragraph regarding availability of mobile equipment, he shall have no right to make any claims against the Airport Administration regarding compensation of damage made in the event of PS Equipment malfunction or failure, if such damage could have been avoided with the use of mobile equipment.
- 4.3. In the events of malfunction of PS Equipment given to the Provider, the Provider shall immediately inform the Responsible Person of the Airport Administration and organise alternative way to supply electricity to aircrafts subject to coordination with the Airport Administration: use of mobile equipment, provision of other aircraft parking lot, etc.
- 4.4. The Airport Administration shall expediently react to the Provider's notices and give him all reasonable assistance, including troubleshooting, assistance in finding free aircraft parking lot and other similar actions.
- 4.5. The Airport Administration undertakes to take the necessary actions and means in order to remove the causes, due to which the Providers cannot properly use the provided PS Equipment as soon as reasonably possible.
- 4.6. In the events of equipment malfunction or failure it shall not be deemed that the Airport Administration has breached its obligations to the Provider and it shall not be liable for damage made in such cases, if it has put all reasonable efforts in order to remove malfunctions and give other above specified assistance subject to the Provider's request.

5. FEES AND PAYMENT PROCEDURE

- 5.1. Fee shall be counted for each aircraft, to which electricity has been supplied in the aircraft parking lot(s) assigned to the Provider, except for cases where electricity has been supplied to aircraft by using the Provider's mobile equipment.

**ADDITIONAL PROVISIONS ON
PASSENGER BOARDING (DISEMBARKING) GALLERIES AT VILNIUS
INTERNATIONAL AIRPORT AND GALLERY SUPPORT SERVICES**

The provisions and the terms and conditions referred to herein shall apply additionally to the Providers using the Galleries.

1. SPECIAL CONCEPTS AND DEFINITIONS

The capitalised concepts additionally used herein shall have the following meaning, unless clearly indicated otherwise:

Galleries	Passenger boarding – disembarking galleries (telescopic gangways) and the related special-purpose centralised technical equipment of the passenger arrival terminal intended for passenger boarding – disembarking the aircraft.
Gallery Support Services	Gallery support services carried out during the Gallery use, including ventilation, heating and lighting.

2. SCOPE OF USE OF THE GALLERY

- 2.1. The Galleries shall be the object of common use of all the Providers of the relevant services to the Air Carriers. The Gallery shall be given for the use both to the Provider and every other user of the Galleries in accordance with the procedure laid down in these Terms and Conditions and the Rules of the Airport and in the scope of use of the Gallery agreed by the Provider and the Airport Administration.
- 2.2. Aircrafts shall be parked next to the Galleries according to aircraft types of planned flights. In the event of changing the aircraft type, the aircraft parking lot shall be changed quickly and the Provider shall be notified thereof by phone. The flight schedule for the following day provided by the Airport Administration shall be indicative in nature and shall not create the legal obligation for the Airport Administration to guarantee the provision of the Galleries referred to in the notice to the Provider and the time of their use in the event technical or organisational capabilities of the Airport to provide the agreed number of the Galleries and their usage time subsequently change due to objective reasons.
- 2.3. In the event of important reasons, the Airport Administration shall be entitled to correct possibilities and time of use of the Gallery at any time upon immediate prompt notification of the Provider thereof by phone.
- 2.4. The duration of use of the Gallery shall be calculated from connection of the Gallery to the aircraft until disconnection of the Gallery from it. Unless otherwise agreed by the Airport Administration and the Provider in a specific case, the Provider shall use the Gallery without breaching its maximum duration of use:
 - 2.4.1. The maximum duration of use of the Gallery for passenger boarding or disembarking shall be 1 hour;
 - 2.4.2. If subject to approval by the Airport Administration the same Gallery is used for passenger disembarking and passenger boarding the same aircraft and the Gallery is not required by other Providers during the relevant period, the maximum duration of use of the Gallery shall be 3 hours.
- 2.5. The Airport Administration, considering the daily flight schedule, especially if the Gallery is

not required to service other aircrafts, may permit the Provider to use the Gallery and/or to keep the aircraft near the Gallery for longer than the maximum duration of use of the Gallery referred to in Paragraph 2.5 hereof.

- 2.6. Should the Provider fail to keep to the requirements of the maximum duration of use of the Gallery, the Airport Administration shall be entitled to require the User to terminate the use of the Gallery.
- 2.7. Unless otherwise agreed by the Provider / the Air Carrier and the Airport Administration in a specific case, in the event of use of the Gallery, the Airport Administration shall provide to the Provider / the Air Carrier the following Gallery Support Services:
 - 2.7.1. Gallery ventilation;
 - 2.7.2. Gallery heating;
 - 2.7.3. Gallery lighting.
- 2.8. The Gallery shall be connected to and disconnected from the aircraft by the Provider's staff.

3. FEES AND PAYMENT PROCEDURE

- 3.1. The Fee for use of the Gallery shall include the remuneration for the Gallery Support Services.
- 3.2. The Fee for use of the Gallery shall be calculated for each use of one Gallery to board and disembark passengers from the aircraft. If the Gallery is used for passenger boarding only or for passenger disembarking only, $\frac{1}{2}$ (one half) of the Fee shall be paid for such use of the Gallery.
- 3.3. If it is necessary to temporarily disconnect and/or remove the aircraft connected to the Gallery due to unforeseen circumstances, including technological needs of the Airport, the Fee for the repeated connection of the aircraft to the Gallery shall not apply.

CONTACT INFORMATION

Nature of the question	VNO	KUN	PLQ
On submission of the application	info@vno.lt	info@kun.lt	info@palanga-airport.lt
Safety and security issues	info@vno.lt v.stropus@ltou.lt	info@kun.lt t.suskevicius@ltou.lt	info@palanga-airport.lt t.suskevicius@ltou.lt
Responsible Person	info@vno.lt	info@kun.lt	info@palanga-airport.lt
On conclusion of the CI Operating Contract	info@vno.lt	info@kun.lt	info@palanga-airport.lt