

Ground Handling – standard terms

Billund Lufthavn A/S

Business registration no. ("CVR"): 23 34 31 18

Definitions

For the purposes of these standard terms, the concepts listed below shall be understood as follows:

Controlling Interest: As defined in sections 6-7 of the Danish Companies Act [*selskabsloven*], (consolidation Act No. 1089 of 14/9/2015).

BLL: Billund Lufthavn A/S, business registration no. ("CVR") 23 34 31 18.

The Managing Body of the Airport: The unit responsible for the administration and management of the Airport, cf. the Danish Order on Ground Handling.

Ground-handling Services: The services described in schedule 1 [cf. schedule to the Danish Order No. 933 of 9/12/1997].

The Danish Order on Ground Handling: Order on access to the ground-handling market at Danish airports, cf. Order No. 933 of 9/12/1997 [*Bekendtgørelse om adgang til ground handling-markedet i danske lufthavne*].

Handler: Any natural or legal person providing one or several forms of Ground-handling Services, regardless of whether Ground-handling Services provided to third parties or self-handling are involved. The concept "Handler" also includes the Handler's employees as well as natural or legal persons acting on behalf of the Handler.

The Airport: Billund Lufthavn.

The Parties/Party: BLL and/or the Handler.

1. Background, object and commencement

- 1.1 BLL has been authorised and approved by the Danish Minister of Transport to administer and manage the Airport, cf. Part 6 of the Danish Aviation Act [*luftfartsloven*]. Under this Act, BLL is obliged to ensure that aviation activities at the Airport take place in a safe manner and that the Airport is operated in compliance with the provisions stipulated in the said Act, unless other rules may follow from EU regulations.
- 1.2 In compliance with the Order on Ground Handling, BLL shall be responsible for ensuring that Handlers have free access to the market for Ground-handling Services at the Airport. To this effect, BLL must ensure equal treatment of all Handlers at the Airport on the basis of criteria that are relevant, objective, transparent and non-discriminatory in every respect.
- 1.3 The purpose of these standard terms is to ensure that the quality and the service level of ground handling at the Airport are constantly improved to the benefit of passengers, airline companies and all other operators using the Airport. This can be achieved only through fair and trusting co-operation between the Handlers and BLL.
- 1.4 These standard terms shall apply as from 1st of January 2019 and constitute the overall framework for all Handlers offering Ground-handling Services at the Airport.

2. Authorisation

- 2.1 The Handler's provision of Ground-handling Services at the Airport is subject to BLL having authorised the Handler to this effect cf. the effective "Information for Third Party Handling and Self-handling Authorisations for flights at Billund Airport". The Handler's exercise of his activities at the Airport is limited to what is explicitly specified in the authorisation.
- 2.2 The authorisation is non-exclusive and thus does not prevent BLL from authorising other Handlers as suppliers of Ground-handling Services at the Airport.
- 2.3 The authorisation is non-transferable.

3. Use of sub-suppliers

- 3.1 If a Handler wants to use a sub-supplier in connection with the supply of Ground-handling Services at the Airport, this must be approved by BLL in writing. The Handler is obliged to ensure that the sub-supplier is sufficiently informed about - and capable of fulfilling - these standard terms. The

Handler is liable to BLL for the sub-supplier's fulfilment of these terms as well as for the work performed by the sub-supplier at the Airport in general.

- 3.2 Subject to a specific assessment, BLL may decide that the sub-supplier is to obtain his own authorisation. cf. clause 2.

4. Mutual duty of loyalty

- 4.1 The Parties are in every respect obliged to behave in a fair, proper and orderly manner for the purpose of ensuring a fair and trusting cooperation to the benefit of passengers, airline companies and other operators using the Airport.

5. Standard requirements for the performance of ground handling at the Airport

- 5.1 The Handler undertakes to constantly have the necessary qualifications, expertise, education and training as well as authorisations/certifications relating to the performance of Ground-handling Services at the Airport, cf. the authorisation (clause 2).
- 5.2 The Handler is obliged to keep itself updated on and comply with the applicable rules and standards relating at any time to the performance of Ground-handling Services at the Airport, including but not limited to:
- a. The Danish Aviation Act [*lov om luftfart*], cf. Consolidation Order of 13/10 2017 as subsequently amended.
 - Regulations issued by the Danish Transport, Construction and Housing Authority (and other authorities) on the basis of the Aviation Act, including provisions on civil aviation, e.g. BL 11-7 - provisions on airport regulations for BLL [*Bestemmelser om flyvepladsreglement for Billund Lufthavn*] as well NASP (the Danish national security program for civil aviation).
 - b. EU legislation - and EU case law.
 - c. Other national and international rules, standards and practices.
- 5.3 The Handler is obliged to keep itself constantly updated on and to comply with the internal rules applicable from time to time in the Airport, including but not limited to:
- a. "Flyvepladshåndbogen" (airport manual)
 - b. "Miljøhåndbogen" (environmental manual)
 - c. "Billund Lufthavn A/S Affaldshåndbogen 2016" (waste manual)
 - d. "Sikkerhedsplanen" (security plan)
 - e. "Ordensreglementet" (airport rules)

f. "Conditions for Ground Handling"

- 5.4 The Handler itself is obliged to obtain the necessary approvals, authorisations, permits, certifications etc. from the Transport, Construction and Housing Authority and from other public authorities as well as private organisations/associations etc. for the purpose of operating its business at the Airport and is also obliged to ensure that the terms and conditions therein are always complied with. The Handler is obliged, upon demand, to provide a copy of such approvals etc. to BLL. The Handler is also obliged to inform BLL of all changes relating to such approvals etc. and of all correspondence with public authorities in this respect.
- 5.5 The Handler is obliged to comply with orders, instructions etc. issued by the Transport, Construction and Housing Authority and other public authorities. BLL is to be notified as soon as possible in such cases.
- 5.6 The Handler is obliged to comply with orders, instructions etc. issued by the Managing Body of the Airport and to ensure that competences relevant to the agreed Ground-handling Service(s) are maintained.
- 5.7 The Handler is obliged to ensure that its use of equipment, machinery, vehicles etc. takes place in compliance with BLL's rules and instructions to this effect.
- 5.8 The Handler is obliged to operate an internal quality assurance system that is to be approved by BLL. BLL reserves the right to check regularly that the system is used in an optimal way and provides the requisite quality. If the outcome of the inspection is unsatisfactory, BLL may order the Handler to remedy the issue within a period of 2 months.
- 5.9 The Handler is obliged to establish a safety management system, which is to include, among other things, the requisite security procedures, training of employees, reporting etc. BLL must approve the system and is generally entitled to receive information on a continuous basis and to check the compliance with the safety management system.
- 5.10 The Handler is obliged to comply with all applicable rules, procedures and work practices relating to security in the Airport, cf. e.g. "Sikkerhedsplanen", cf. clause 5.3 hereof.
- 5.11 The Airport never closes which is why the Handler must at all times be in a position to supply the agreed Ground-handling Services. This means that the Handler must be available 24 hours a day, 7 days a week throughout the year, unless otherwise agreed with BLL.
- 5.12 At the airport, various installations are regarded as so-called "centralised infrastructures", cf. the Order on Ground Handling. The Handler is obliged to

use these centralised infrastructures. Reference is made to **schedule x** listing the centralised infrastructures at the Airport. The Transport, Construction and Housing Authority may at all times authorise that other Airport installations etc. are approved as centralised infrastructures.

- 5.13 BLL shall see to it that the Handler has access to the installations at the Airport to the extent that such access is necessary for the Handler to exercise its activities, cf. clause 5.16, however, in addition to this, the Handler shall at its own expense and risk buy assets etc. for the exercise of its activities at the Airport.
- 5.14 In case of force majeure, or in the event that the Handler commits a material breach of its obligations towards BLL, BLL is entitled, however, to restrict the Handler's access to the Airport's installations, facilities and services.
- 5.15 BLL divides the space available for ground handling at the Airport among the various Handlers on the basis of relevant, objective, transparent and non-discriminatory rules and criteria.
- 5.16 BLL's security staff has access to all premises, facilities etc. at the Airport.
- 5.17 The Handler's payment to BLL for access to the Airport installations - including the centralised infrastructures - is to be determined on the basis of relevant, objective, transparent and non-discriminatory criteria.

6. Obligations to provide information

- 6.1 A Party is obliged to notify the other Party without undue delay of all essential and relevant circumstances that may affect the other Party's activities at or related to the Airport, cf. clause 6.2, however. The Handler is also obliged to immediately report observations, occurrences etc. to BLL if such observations, occurrences etc. must be assumed to be of importance for the administration and management of the Airport, including of importance for other operators at the Airport.
- 6.2 BLL must to the greatest extent possible notify the Handler in advance of changes/activities at the Airport - such as reconstruction, extension and renovation works - affecting the Handler's work considerably. BLL must at the same time - to the greatest extent possible - limit the harmful effects of such changes/activities at the Handler.
- 6.3 The Handler is obliged to participate in all relevant meetings, groups, fora etc. at the Airport for example "Aerodrome Users and Operators Committee", see **schedule y** for further details. BLL reserves the right to change and update the schedule.

- 6.4 In order to enable BLL to fulfil its regulatory obligations, the Handler is to provide documentation for its activities in the Airport to BLL within specified deadlines and on specified conditions specified, cf. **schedule z**. BLL reserves the right to change and update the schedule.

7. The Handler's liability and insurance

- 7.1 Under the general Danish law of damages, the Handler is liable for loss-making events caused by breach of agreement (actions or omissions) on the part of the Handler or natural or legal persons acting on behalf of the Handler - including any sub-supplier used by the Handler.
- 7.2 The Handler must at all times be properly insured with due respect of the agreed Ground-handling Services that are to be provided and the risk involved therein. BLL has to be displayed as co-insured party. Before the Handler starts its activities at the Airport, the Handler's insurance cover must be approved by BLL. BLL is entitled at any time to demand a copy of the Handler's insurance certificate.
- 7.3 In the event that the Handler uses one or several sub-suppliers, the Handler's insurance coverage must be sufficient, cf. clause 7.1, according to which the sub-supplier is liable for the sub-supplier in every respect.

8. BLL's liability

- 8.1 Under the general Danish law of damages, BLL is liable for loss-making events caused by breach of agreement (actions or omissions) on the part of BLL or natural or legal persons acting on behalf of BLL, cf., however, the provisions mentioned in clauses 8.2 - 8.7 below.
- 8.2 BLL shall not be held liable for loss-making events caused by breach of agreement (actions or omissions) on the part of third parties at the Airport - e.g. Handlers, airlines, forwarding agents, suppliers and other operators at the Airport.
- 8.3 BLL shall not be held liable for any kind of indirect loss and/or consequential loss.
- 8.4 BLL shall not be held liable for loss-making events or omissions caused by force majeure or similar events which BLL could not reasonably have foreseen. Such circumstances include, but are not limited to: war and war-like circumstances, natural disasters and hazardous/exceptional weather conditions, acts of terror, sabotage, breakdown or disruption of computer systems and IT systems, for example as a result of computer hacking or

computer viruses, fire, strikes and the breakdown of supplies such as electricity, water and heating.

- 8.5 BLL cannot be held liable for loss-making events or omissions that are caused by changes to legislation or other public-law regulation, changes to industry standards or other rules governing BLL or decisions/orders made by public authorities and/or private-law bodies which apply to BLL.
- 8.6 BLL is not liable for theft nor for fire damage, water damage or other damage in terms of aircraft and aircraft equipment, crew, passengers, load etc. during their stay at the Airport, cf. the schedule of charges for BLL.
- 8.7 BLL's liability towards the Handler is limited to DKK 100 million per event. This limitation of liability does not apply, however, if BLL has incurred liability in connection with death or personal injury or if the loss-making event/omission is due to intentional conduct on the part of BLL.

9. Termination

- 9.1 In the event that the Handler wants to stop providing Ground-handling Services at the Airport, the Handler is to file its written termination with BLL. The termination must be made at a notice of at least 3 months' notice to the end of a month.
- 9.2 If the Handler commits a breach of its obligations under these standard terms, and if BLL has complained thereof in writing, the Handler is obliged and entitled to take immediate remedial action. In such case the Handler shall take the necessary precautions to ensure that re-occurrence of such breach is avoided.
- 9.3 If the Handler repeatedly commits a breach of its obligations under these standard terms, and if BLL has complained thereof in writing, BLL may put the Handler under review for a period of up to 60 days. Immediately upon expiry of the review period, BLL is to notify the Handler whether, on the basis of an overall assessment, the Handler is deemed to have committed a material breach of these terms and conditions.
- 9.4 If the Handler commits a material breach of its obligations under these standard terms, BLL is entitled to immediately withdraw the Handler's authorisation to supply Ground-handling Services at the Airport, cf. clause 2. The termination must be made in writing, and the Handler is not entitled to any form of compensation in this respect.
- 9.5 BLL is entitled to withdraw the Handler's authorisation immediately, cf. clause 2, if the Controlling Interest over the Handler is transferred from one natural or legal person (possibly several legal persons jointly) to another

natural or legal person (possibly several legal persons jointly). The Handler is not entitled to any form of compensation in this respect.

- 9.6 If the Ministry of Transport, Construction and Housing decides that the number of Handlers exercising their activities at the Airport is to be restricted, cf. the Order on Ground Handling, BLL is entitled to arrange for the necessary withdrawal of authorisations at a written notice of termination of at least 12 months to the end of a month. The Handler is not entitled to any form of compensation in this respect.

10. Conflict resolution

- 10.1 Any dispute arising out or in connection with these standard terms and the Parties' co-operation in general, including disputes on the existence or validity of these standard terms, shall be governed by Danish law.
- 10.2 Attempts shall be made to settle the disputes mentioned in clause 10.1 through negotiation between the Parties at the management level from which the dispute derives. If the dispute cannot be settled at the management level at which it arose, the Parties' top management shall attempt to negotiate a solution to the dispute.
- 10.3 If the Parties cannot settle the dispute through negotiation under the procedure specified in clause 10.2, the dispute is to be settled by arbitration before the Danish Institute of Arbitration according to the relevant rules of procedure laid down by the Institute of Arbitration and applicable at the time when the arbitration proceedings were instituted.

11. Right to make changes

- 11.1 BLL reserves the right to make necessary changes to these standard terms if, in reasonable time prior hereto, BLL has notified the Handler of such changes and has thus given the Handler the opportunity to make its arrangements to adapt to the notified changes.

Billund, 2 1/2 2019

On behalf of BLL:



