

APPROVED

by order No.1R-84 of the
Chief Executive Officer
of SE Lithuanian Airports
of 28 May 2021

Applicable from 1 August 2021

STATE ENTERPRISE LITHUANIAN AIRPORTS

GENERAL TERMS AND CONDITIONS OF USE

No.	Date	Amendments	Applicable from
1.	02-08-2021	Scheduling coordinator's email address, Annex No 1, Annex No 3	02-08-2021

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Introduction

Service provider SE Lithuanian Airports is a state-owned enterprise managing the operation of Vilnius, Kaunas and Palanga airports (hereinafter referred to as the **Enterprise**).

These General Terms and Conditions of use (hereinafter referred to as the **General Terms and Conditions**) have been prepared in framework of implementation of Order of the Minister of Transport and Communications of the Republic of Lithuania No. 3-22 of 23 January 2017 “On the amendment of the Order of the Minister of Transport and Communications of the Republic of Lithuania No. 3-118 of 28 February 2011 On the approval of the description of procedure of payment and application of Airport usage and Air Navigation Service charges in the Airspace of the Republic of Lithuania”.

These General Terms and Conditions of Use set out the general terms and conditions for Users of Vilnius, Kaunas and/or Palanga Airports for use of Services provided by Vilnius, Kaunas and/or Palanga Airports.

General Terms and Conditions shall not apply to the following:

- Ground-handling services (General Terms and Conditions of Provision of Ground-handling Services at Airports Managed by Branches of SE Lithuanian Airports are published on the Website of the Airports)
- Route and terminal air navigation services (provided in accordance with the Commission Implementing Regulation (EU) No. 2019/317 of 11 February 2019 on establishing a Single European Sky performance and charging framework and repealing Implementing Regulations (EU) No. 390/2013 and (EU) No. 391/2013)
- Provision of aid and assistance to disabled passengers and passengers with reduced mobility (in accordance with Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of 5 July 2006 on the rights of disabled persons and persons with reduced mobility when traveling by air).

Before using the Airport Services, Users shall make themselves familiar with the General Terms and Conditions which are published on the Website of the Airports and agree to be bound by them. Provision of information to the Airport in accordance with the General Terms and Conditions and/or actual use of the Services (any part thereof) by the User, shall be deemed to be confirmation that the User has made himself familiar with the General Terms and Conditions and obliges to comply with them.

Information on the Services provided by the Airports and conditions of provision of the Services is also published in the Aeronautical Information Publications (AIP), Aeronautical Information Circular (AIC) and NOTAM, as well as on the Website of the Airports.

If the Airport and the User have entered into a separate written agreement which provides for the special conditions of use of the Services provided by the Airports, i.e., other conditions for use of Airports than the ones provided for in these General Terms and Conditions, the conditions provided for in such agreement shall apply to the relations between the User and the Airport. After the expiry of the agreement containing the special conditions referred to in this clause, the User shall be bound by these General Terms and Conditions when continuing to use the Airport services.

1. Concepts

1.1. The following concepts shall be used in these General Terms and Conditions:

Description shall refer to the Description of the Order of the Payment and Use of Charges for the Use of the Airport and Air Navigation Services in the Airspace of the Republic of Lithuania approved by Order No. 3- 118 of the Minister of Transport and Communication of the Republic of Lithuania On the Approval of the Description of the Order of the Payment and Use of Charges for the Use of the Airport and Air Navigation Services in the Airspace of the Republic of Lithuania of 28 February 2011.

Aviation season shall refer to the following periods of the year: Summer season shall mean the period from the last Sunday of March of the current year until the last Saturday of October of the same year, Winter season shall mean the period from the last Sunday of October of the current year to the last Saturday of March of the next year.

General aviation flights shall refer to flights performed using general aviation aircraft having a maximum take-off mass not exceeding 5700 kg.

General aviation aircraft shall refer to the civil aircraft used for operations other than commercial air transport and specialized aviation works.

Centralized Infrastructure shall refer to the objects of the Airport Infrastructure intended for the provision of ground handling services to the Users at the Airport. The general terms and conditions of their use are determined by the General Terms and Conditions of Provision of Ground Handling Services at Airports Managed by Branches of SE Lithuanian Airports, as published on the Website.

IATA shall refer to the International Air Transport Association.

ICAO shall refer to the International Civil Aviation Organization.

Departing passenger shall refer to any Passenger who is on board the aircraft at the time of departure of the Aircraft from the Airport, except for a Transfer Passenger.

Passenger shall refer to any person who is on board the aircraft, except for an aircraft flight crew serving a flight of an aircraft at that moment.

LTSA Lithuanian Transport Safety Administration.

Maximum take-off mass of an aircraft (hereinafter referred to as the MTOW) shall refer to the maximum mass of an aircraft allowed at take-off, as indicated in the noise certificate of the aircraft (issued by the relevant authorities of the country in which the aircraft is registered, in accordance with the Annex 16, Volume I to the Convention on International Civil Aviation of 7 December 1977), expressed in kilograms.

User shall refer to a natural person, legal entity, other organization or its division engaged in air transport of Passengers, mail and/or freight from or to the Airport by air or for any other purpose wishing to use the Services provided by the Airport as required for take-off, landing, parking and lighting subject to payment of Charges. Where the owner of an aircraft used for the flight and the entity that is operating the flight are different, the User shall be considered the entity identified by the

call sign (airline designator). In cases of General aviation flights, User shall be considered the person or undertaking operating the flight.

User's committee shall refer to the Committee of Airport Users and/or their representatives, formed by Order No. 1R-260 of 29 July 2010 of the Chief Executive Officer of the Enterprise or by a document replacing the aforesaid order.

Airport shall refer to Vilnius Airport (hereinafter also referred to as VNO), Kaunas Airport (hereinafter also referred to as KUN), and Palanga Airport (hereinafter also referred to as PLQ).

Services shall refer to services provided to Airport Users by the Airport, necessary for take-off, landing, parking, lighting and serving passengers, for which Charges are paid.

Charges shall refer to the charges specified in Section 3 herein collected for the benefit of the Airport and paid by the Users for use of the Airport facilities and Services provided for take-off, landing, parking, lighting, as well as for passenger services and cargo handling.

Party (-ies) shall refer to the User and the Airport, either individually or separately.

Legislation shall refer to all applicable laws and other legal acts of the Republic of Lithuania, related to the use of Airports and other legal acts, as well as applicable European Union and other International legislation, including any subsequent amendments thereof.

Direct transit shall refer to the procedure when an aircraft lands and takes off from the Airport without changing its flight number.

Website shall refer to the official website of the Airport, the address of which is www.ltou.lt.

Transfer passenger shall refer to a Passenger who arrives at the Airport by an aircraft and departs with another aircraft or the same aircraft with different flight number assigned within a period of 24 hours. In any event, only a passenger who travels through the Airport on a single booking basis where the origin and the final destination airports are different shall be considered a Transfer passenger.

1.2. Capitalized concepts used in these General Terms and Conditions shall have the aforementioned meaning. The definitions of the concepts provided in the singular form can have the plural meaning and vice versa.

1.3. Other Concepts used in these General Terms and Conditions shall correspond to the concepts used in Legislation.

2. Submission of information

2.1. Before starting to use the Airport, as well as not having used any of the Airports for more than 12 consecutive months, the User shall submit the general information to the Airport as specified in Annex No 1 to the General Terms and Conditions. The information shall be submitted not later than 20 (twenty) days before the scheduled date of the first arrival at the Airport. Information is provided by filling in the form provided in Annex No 1 to the General Terms and Conditions or in any other form acceptable to the User.

The Airport shall use the information for calculation of the applicable Charges, planning and performance of Airport operations.

2.2. In addition to the information specified in Annex No 1 to the General Terms and Conditions, the User shall submit to the Airport:

2.2.1. Disabled Aircraft Removal Plan

2.2.2. General information on readiness for removal of disabled aircraft (available equipment)

2.2.3. Local Emergency Plan

If the User fails to provide Disabled Aircraft Removal Plan and/or Local Emergency Plan to the Airport, the Airport shall use the Disabled Aircraft Removal and/or Local Emergency Plans prepared by the Airport, when necessary. The Airport shall not be liable for damages caused to aircraft by the emergency rescue services acting in accordance with the approved plans except for the damages which were caused due to the intentional actions of the Airport.

2.3. Not later than 30 (thirty) days before the start of each Aviation season, the User shall provide or shall ensure that its ground handling services provider provides a schedule in compliance with the IATA SSIM Chapter 7 format, or any other format as requested by the Airport (*.xlsx, .csv) to the addresses of the respective Airport specified in Annex No. 3 to the General Terms and Conditions.

2.4. The User shall, or shall ensure that its ground handling services provider, provides the Airport with information on each flight. This information shall be provided immediately upon aircraft's departure from the airport. The following standard IATA messages should be used to provide information:

Message code	Message title	Standard	Part/chapter
MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
SLS	STATISTICAL LOAD SUMMARY	IATA AHM	588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM	781
ASM	AD HOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718

CPM	CONTAINER/PALLET DISTRIBUTION MESSAGE	IATA AHM	587
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The airport system recognizes and applies only the following IATA standards, therefore any other codes shall not be accepted:

NOTIFICATION FORMAT standards	IATA AHM	710
NOTIFICATION CORRECTION standards	IATA AHM	711
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	730

2.5. Before the 5th day of each month, the User shall provide the Airport with a completed Transfer Passenger Accounting Form (Annex No 2 to the General Terms and Conditions) specifying the number of Transfer passengers transported during the previous month. If the User fails to provide the information in due time and in the specified manner, the number of Transfer passengers transported by the User for the previous month is deemed to be zero.

2.6. Aircraft users performing general aviation flights shall not be required to present the information specified in clauses 2.2 to 2.5 of the General Terms and Conditions. Instead, in advance but not later than after landing of the aircraft and stopping at the designated aerodrome location, they shall provide the information specified in Annex 1 herein to the Airport (in such case the information is provided by the e-mail addresses specified in Annex No 3 herein) or its authorized ground handling provider. This information shall be provided by filling in the form provided in Annex No1 herein or in any other form acceptable to the User.

2.7. In the event of any changes in the data specified in clauses 2.1, 2.2, 2.3 and 2.6 herein, the User shall immediately notify the Airport. If the User fails to provide this information, the Airport will calculate the charges based on the maximum aircraft MTOW of that aircraft type and version. The User shall bear all negative consequences related to non-fulfilment of the obligations contained in this clause.

2.8. Unless otherwise specified, changes to the information referred to in this section shall be sent to the addresses specified in Annex No 3 to the General Terms and Conditions.

2.9. The Ministry of Transport and Communications of the Republic of Lithuania has designated the VNO as schedule facilitated airport, in accordance with the provisions of Council Regulation (EEC) No 95/93 of 18 January 1993 on the rules for the allocation of slots at Community airports. Users shall coordinate their schedules with the scheduling coordinator before commencing flights to VNO and seeking for voluntary timetable coordination, when flights are scheduled during congested periods.

2.10. The Airport shall be entitled to publish the information submitted by the User in the manner chosen by the Airport, except for cases, where such information shall be specified by the User as confidential. Where the User indicates that certain information provided by the User is confidential, the Airports shall not be entitled to make such information public, unless such information is required by law to be made public.

3. Types of charges

3.1. Aircraft landing charge

Aircraft landing charge is applicable to aircraft landing at the Airport for the use of the runway, taxiways, the apron, and signal lighting equipment.

Users whose aircraft have departed from the Airport but are unable or prevented from continuing their flight due to technical malfunction or meteorological conditions, shall be exempt from the aircraft landing charge.

Users whose aircraft land at the Airport as an alternate airport, shall pay 50% (fifty percent) of landing charge for landing.

3.2. Departing passenger charge

The departing passenger charge is applicable for serving a passenger departing from the Airport.

The departing passenger charge shall not apply for serving a direct transit passenger and a child under 2 years of age.

3.3. Aircraft parking charge

The aircraft parking charge is applicable for using the aircraft parking stands of the Airport. The duration of aircraft parking at the Airport shall be calculated from the moment the aircraft lands at the airport up to the moment of its take-off. The aircraft parking charge is calculated for 24 hours. The aircraft parking time is rounded by days up, i.e., parking time up to 24 hours is considered one day, 24-48 hours – as two days, etc.

The aircraft parking charge shall be calculated for each twenty-four-hours of aircraft parking at the Airport, regardless of how many hours of the new day the aircraft is standing at the Airport.

The aircraft parking charge shall not be calculated in the following cases, except in the event provided for in clause 4.8 herein:

- Aircraft stays less than 3 (three) hours at the Airport
- When User's aircraft carrying cargo stays at the Airport for less than 6 (six) hours and its MTOW is from 101 ton to 170,999 tons (from 101 000 kg to 170 999 kg)
- When User's aircraft carrying cargo stays at the Airport for less than 9 (nine) hours and its MTOW is 171 tons (171 000 kg) and more.

To use the long-term parking services at the Airport (where aircraft parking services are provided for more than 14 calendar days) (hereinafter referred to as Long-term parking), the User shall apply to the Airport and obtain the Airport's consent. The Airport shall be entitled to terminate the Long-term parking services upon 30 calendar days' notice to the User.

3.4. Aircraft security charge

The aircraft security charge is applicable for ensuring security in the controlled area of the Airport. The aircraft security charge shall not be calculated at VNO and at PLQ (VNO costs of ensuring aircraft security service are included in aircraft landing and departing passenger charges, and in case of PLQ, they are included in aircraft landing charge).

3.5. Aircraft leading (follow me) charge

An aircraft leading charge shall be calculated for the services of the follow me vehicle leading an aircraft from an aircraft parking stand to the runway or from the runway to an aircraft parking stand.

3.6. Rates of Charges are approved by the Chief Executive Officer of the Enterprise. The rates of Charges of VNO are set in accordance with the Description. The rates of Charges of KUN and PLQ are set in accordance with the Description (to the extent the specific provisions are applicable in terms of regulation of the Charges of these airports) and in accordance with the procedures established by the Chief Executive Officer of the Enterprise.

3.7. Approved rates of Charges shall be published on the Website.

3.8. The Aircraft landing, parking and security Charges shall be calculated based on the aircraft's MTOW specified in the noise certificate of an aircraft (noise certificate is issued by the relevant authorities of the country in which the aircraft is registered, in accordance with the conditions set forth in Volume I, Annex 16 to the Convention on International Civil Aviation of 7 December 1977). Where the User fails to provide the Airport with the noise certificate of an aircraft, the Airport shall use the highest known MTOW of that type and version of aircraft (as published on the publicly available databases, EASA, etc.) for calculation of the Charges provided for in this clause. Paid Charges shall not be subject to reimbursement.

When an aircraft has multiple certificated MTOW, the maximum certificated value shall be taken to calculate the Charges.

Any reduction in the MTOW of an aircraft is to be advised by the User to the Airport without delay and supported with the noise certificate of the aircraft. The information on the reduction of the MTOW shall apply after 7 days from the date of submission of the document. Paid Charges shall not be subject to reimbursement.

3.9. The Charges shall be paid in Euros by a bank transfer to the bank account of the Enterprise provided in Annex No. 3 to the General Terms and Conditions or any other bank account of the Enterprise specified by the Airport to the User. The Paying Party shall cover its own and correspondent bank charges.

3.10. Where the purpose of the flight, requirements of the User or any other circumstances require for an increased or special level of aviation security at the Airport than the standard level, or where it is necessary to ensure a higher firefighting category in accordance with the ICAO requirements, the User shall pay an additional fee to the Airport or an entity providing such services. Rate of such fee shall be set by the Chief Executive Officer of the Enterprise or entities providing such services.

3.11. The Airport may establish incentives for the Users and additional conditions which have to be met by a User seeking to benefit from the incentives. The terms and conditions of such incentives are published on the Website and are applicable in accordance with the criteria of transparency, objectivity and non-discrimination with respect to Users. The email address for inquiry on applicable incentives is avia@ltou.lt.

4. Payment procedure and liability for its violation

4.1. Payment for the provided Services shall be made by the User, except the following cases:

4.1.1. The User may indicate to the Airport that the invoice for the Services shall be submitted not to the User but to the third party specified by the User, who will pay for the Services rendered to the User. In this case, the User shall provide the Airport with a copy of the User's agreement concluded with such third party on payment for the Services rendered to the User, authenticated by the authorised persons of the User. If the third party specified by the User breaches the procedure of payment for the

Services provided to the User, set forth in the General Terms and Conditions, the User and the third party specified by the User, who has breached the procedure of payment, shall be jointly liable for the breach thereof. In case the User wishes to cancel the indication regarding the submission of the VAT invoices to the third party as provided for in this clause, the User shall inform the Airport accordingly by email avia@ltou.lt and such indication shall come into effect within 3 (three) days following the receipt of the electronic message.

4.1.2. The Airport and a third party (usually the owner or operator of the User's aircraft, etc.) have entered into a written agreement under which this third party shall be obliged to settle with the Airport the Charges for the Services provided to the User and to inform the User of such agreement. If the third party violates the procedure of settlement for the Services provided to the User as per the General Terms and Conditions and the Agreement, the User and the third party in violation of the settlement procedure shall be jointly liable.

4.2. The User who has not used any of the Airports during the last 12 (twelve) months shall pay a deposit to the bank account of the Enterprise as specified in Appendix No 3 herein not later than 7 (seven) days before the commencement of the User's operations at the Airport. The amount of the deposit is equal to the amount of the charges payable for the first 15 (fifteen) days of the User's operations at the Airport. The amount to be paid is calculated based on the information provided by the User to the Airport as specified in clause 2.1 herein, assuming that the average actual load factor is 60% (sixty percent). The amount of the deposit shall not be less than Eur 10 000.

If the User fulfils his obligations to the Airport properly during 6 (six) consecutive months of its operations at the Airport, the deposit paid shall be reimbursed to the User within 10 (ten) working days from the expiry of the 6 (six) months period.

If the User terminates its operations at the Airport, the deposit shall be reimbursed to the User within 10 (ten) working days, after deducting all amounts payable by the User, i.e., late fees, default, debts, and damages incurred by the Airport (if any).

The Enterprise does not pay any interest or other payments to the User for keeping the deposit.

4.3. If the User fails to provide the information to the Airport in accordance with the clause 2.1 herein and/or does not pay the deposit to the Airport as provided for in the clauses 4.2, 4.6 herein, the User shall pay for the Services in advance but not later than before the aircraft's departure from the Airport (except for the Long-term parking services).

The Users shall pay for the Long-term parking in cases provided for in this clause in advance for the upcoming month.

4.4. The Users not subject to the advance payment procedure according to the clause 4.3 of the General Terms and Conditions, shall pay the Charges for the Services provided during the previous calendar month based on the VAT invoices submitted by the Enterprise not later than till the last day of the next month. Receipt of User's funds in the settlement account of the Enterprise is considered the fact of invoice payment. The invoices for the Services provided during the previous calendar month shall be submitted by the Airport till the 10th (tenth) day of the next month. The Users shall pay for the Long-term parking in accordance with the procedure set forth in this clause or at Airport's request no later than 3 days before aircraft's departure from the Airport.

4.5. If the User fails to comply with the payment procedure for the Services provided, the User shall pay late fee of 0.05% (five hundredths of one percent) from the outstanding amount for each delayed

day.

4.6. If the User violates the procedure of payment of Charges provided in the General Terms and Conditions or special agreements, if such agreements have been concluded, in particular, if the User has been already given the notification to eliminate the violation within the indicated time limit, and the User failed to eliminate the violation, the Airport has the right to demand the User: i) to pay a deposit equal to the amount of the Charges which the User had to pay for the 2 (two) most recent months of the provision of the Services to the User; or ii) to provide alternative security of performance of User's future obligations (such as bank security), the procedure, form, content and other conditions of which must be agreed with the Airport in advance.

If the User has not paid the deposit or has failed to provide alternative security of obligations, the User shall pay for the Services, for which the invoices have not been issued as per clause 4.4 herein by the time of the Airport's notice to the User about applicable pre-payment procedure, in advance but not later than 3 days before the aircraft's departure from the Airport. The User shall be informed about the pre-payment procedure applicable to the User by a separate notice by email.

The deposit shall be reimbursed to the User in accordance with the procedure provided for in paragraph 4.2 of the General Terms and Conditions.

4.7. The Airport shall be entitled to deduct the amount due by the User to the Airport from the deposit paid by the User or to use the alternative security for the performance of the obligations starting from the date when the User is notified by email of the violation of the payment procedure for the Services provided to the User under the General Terms and Conditions and is informed that the deposit or bank security shall be used for the settlement of outstanding payments, including late fees.

In such case, the User must restore the used (deducted) amount of deposit to the Airport or provide additional alternative security of performance of obligations agreed with the Airport not later than within 5 (five) days from the receipt of Airport's notification. If the User fails to pay the used part of the deposit or does not provide an additional alternative security of performance of the User's obligations, the User shall pay for the Services for which the invoices have not been issued as per clause 4.4 herein, in advance, but not later than 3 days before the departure of the aircraft from the Airport.

4.8. If the User fails to settle Airport Charges for the provided Services, the Airport shall have the right to ask LTSA to ban the aircraft from leaving the Airport, following the Description of the Procedure for Establishing an Aircraft Departure Ban approved by the Order No. 3-587 of the Minister of Transport and Communications on 30 December 2019. In this case, until LTSA makes a decision to ban the User's aircraft from leaving, the Airport shall have the right to forbid the User to use the Airport's Centralized infrastructure and equipment and/or refuse to provide the Airport infrastructure and equipment necessary for a ground handling company to provide services to the User. The User shall be liable for any negative outcome for the User, User's ground handling services provider and/or the Airport, arising from the aforementioned restriction of the right to access Airport's Centralized infrastructure by the User's ground handling services providers and/or prevention from departure imposed on the User's aircraft by LTSA. All costs incurred by the Airport because of aircraft's detention and/or prohibition of departure imposed on the User's aircraft by LTSA, including the costs incurred in case of provision of the support to Passengers, as provided for in clause 4.9, shall be paid by the User. The Airport shall not be liable for the damages incurred by the User in case of detention of the aircraft. The User shall also pay the aircraft parking Charge in full, irrespective of the exceptions provided for in clause 3.3 herein and other Charges.

4.9. The Airport reserves the right to provide support by objective means to the User's Passengers experiencing inconveniences (e.g., not being able to depart by the planned flight) because of the restriction of access to the Centralized infrastructure and/or ban from departure imposed on the User's aircraft by LTSA. The User shall compensate the costs incurred by the Airport in providing the aforementioned support.

4.10. The Airport shall provide VAT invoices and information related to the payment of VAT invoices and the User's financial obligations in one of the following ways:

4.10.1. Through an individual account, the instructions for use of which shall be provided to the User at the moment of creation of the account. If the User has specified to the Airport, in accordance with the procedure set forth in the clause 4.1 herein, that a VAT invoice for the Services provided to the User shall be provided to the third party specified by the User, the account specified in this clause may be created by such third party. The VAT invoice uploaded in the individual account is considered received on the next business day from the date of sending of the electronic notification about the uploaded invoice to the email address provided by the User. The Airport shall not be liable if the User does not receive the mentioned electronic notification due to the malfunction of its electronic system.

4.10.2. By email address for submitting invoices, as specified in Annex 1. The VAT invoice sent by email shall be deemed to have been received on the working day following the date on which it was sent to the User.

4.11. The user shall indicate by which means (email or individual account) he/she wishes to receive the VAT invoices as well as the information relating to the payment of VAT invoices, when submitting the information in accordance with Annex No. 1 to the General Terms and Conditions.

4.12. Any comments by the User in relation to the issue of VAT invoice and payment for the Services must be submitted to the Airport in writing by using the contact details set out in Annex No. 3 to the General Terms and Conditions. Submission of a claim using other contact details than those specified in Annex 3 herein shall not be considered a valid claim.

4.13. All payments made by the User shall be offset in the following order: reimbursement of the costs incurred by the Airport in connection with making the claim for performance of the obligations, late fees in accordance with the order of their due dates, the earliest debt or balance due, current payments.

4.14. Users of military aircraft specified in the Description, as well as Users of foreign state aircraft, performing reconnaissance (inspection) flights or transit flights for the purpose of reconnaissance (inspection) in the airspace of the Republic of Lithuania in accordance with international treaties of the Republic of Lithuania or other international obligations, do not pay the Charges. The Airport Services provided to these Users are settled with the Airport in accordance with the procedure set out in the Description.

4.15. Charges for the general aviation flights shall be paid in accordance with the VAT invoices issued by the Airport prior to the take-off of the aircraft from the Airport, unless otherwise agreed in writing with the Airport. The User and the Airport may agree in writing on:

4.15.1. Periodic settlement

4.15.2. Settlement by prepayment of an amount of the User's choice for the future amounts payable by the User for Airport Services. In such case, upon receipt of a prepayment with such User's stated purpose for payment, the Airport would offset the actual charges against the amount prepaid, and, if the amount prepaid becomes insufficient, the User would be required to settle by pre-payment as provided for in clause 4.15.

4.16. In cases where an aircraft is used by several Users (when the aircraft is landing at the airport with one User's call sign and takes-off using another User's call sign), the User whose call sign is used at the moment of take-off will be jointly liable with the User whose call sign was used for landing, for payment of aircraft parking Charges due until the departure from the Airport.

5. Rights, duties, and responsibilities of the User

5.1. The User shall comply and ensure that its personnel and/or authorised persons comply with these General Terms and Conditions, as well as regulations issued by the Airport, including decisions and orders adopted by the Chief Executive Officer of the Enterprise of the Airport which are applicable to the User's activities at the Airport and which may supplement, amend, or revoke any of the provisions of these General Terms and Conditions.

5.2. The User shall comply and ensure that its personnel and/or authorised persons comply with the requirements of the Legislation relating to the User's activities performed at the Airport, as well as to landing and take-off at the Airport.

5.3. The Users shall comply with the requirements of the Regulation (EC) No. 785/2004 of the European Parliament and of the Council of 21 April 2004 on insurance requirements for air carriers and aircraft operators.

5.4. The User must use third parties providing ground handling services at the Airport for ground handling services at the Airport or engage in self-handling. Self-handling or ground handling services provided by the third parties shall comply with the requirements established by the Legislation and by the Airport if such requirements are established by the Airport.

5.5. The User and the owner of an aircraft are responsible for the removal of a disabled aircraft. All Users must have Disabled Aircraft Removal Plans in place. The owner of the aircraft or the User has the right to ask Airport's assistance in removal of a disabled aircraft by reimbursing removal expenses to the Airport.

5.6. The User shall remove a disabled aircraft within the shortest possible time. In case of failure to do so, the User shall cover the losses incurred by the Airport due to interruption of operation by the disabled aircraft.

6. Rights, duties, and responsibilities of the Airport

6.1. The Airport undertakes to provide the Services in a proper manner, taking into consideration the load of the Airport and other significant circumstances as well as comply with all obligations set out in the Legislation related to the Service provision.

6.2. In the event when the Services are not coordinated in advance, the Airport undertakes to provide the Services only if such possibility exists, taking into consideration the load and other significant circumstances.

6.3. Should more Airport Users request targeted services (e.g., the User wishes to use a specific part of the Airport or equipment) that can be possibly provided taking into consideration the capacity of the Airport, the use of such targeted services shall be defined by a separate decision of the Chief Executive Officer by applying clear, transparent, and non-discriminatory criteria.

6.4. Taking into consideration Airport's capacity or other significant circumstances, the Airport shall have the right to give binding instructions to the User or carry out actions to ensure uninterrupted provision of the Services and proper operation of the Airport (e.g., the Airport has the right to set the maximum time for parking an aircraft on certain aircraft stands in the Airport, instruct to move the aircraft to another aircraft stand, etc.). The User or the User's ground handling services provider shall be informed about such Airport's instructions and actions. Notification provided to the ground handling service provider is considered proper notification of the User. The Airport shall not be liable for the costs incurred by the User or the User's ground handling services provider in complying with the above-mentioned instructions of the Airport.

6.5. Neither the Airport nor its employees or persons authorized by the Airport shall be liable for the User's loss or damage to an aircraft, its parts, accessories, or any items on board the aircraft, except where damage by actions of the Airport, its employees, or persons authorized by the Airport is caused by wilful misconduct or by gross negligence.

6.6. The Airport shall not provide the User with any guarantee as to continuity of the operation of the Airport and may unilaterally close the Airport or restrict access to Airport or any part of it at any time for a certain period of time in order to ensure aviation safety and (or) security at the Airport or in any other cases due to any kind of works being performed in the territory of the Airport, or due to any objective circumstances or important reasons. Such actions shall not give rise to any liability of any kind on the part of the Airport and the User shall not be entitled to any compensation or damages from the Airport.

6.7. If the aircraft owner or the User fails to remove the aircraft within the time specified by the Airport or if the immediate removal of the aircraft is necessary to ensure aviation security and/or flight safety, the Airport shall have the right to take such action. The owner of the aircraft and the User shall be jointly and severally liable to pay for the Airport's losses related to the removal of the aircraft and other related losses, including, but not limited to disruption of the Airport operations. The User shall have no claim against the Airport in respect of the duration of the work and any damage caused to the aircraft during removal works unless the damage is caused intentionally.

7. Force Majeure

7.1. The Airport and the User shall be exempt from full or partial non-performance of the General Terms and Conditions if they prove that such non-performance was caused by circumstances that were beyond control of a respective Party or could not be reasonably foreseen and that it was not possible for the Party to have prevented the occurrence of those circumstances or their consequences.

7.2. In the event of Force Majeure the Airport and the User shall be released from liability only for a period of time which is reasonable taking into consideration the influence of the Force Majeure on performance of the General Terms and Conditions provided that the Party unable to perform the General Terms and Conditions informed the other Party immediately but not later than within 5 calendar days about the occurrence of the Force Majeure and its influence on performance of the General Terms and Conditions.

7.3. In the event of Force Majeure, the Parties shall act in accordance with the article 6.212 of the Civil Code of the Republic of Lithuania.

8. Confidentiality

8.1. All information communicated by one Party to the other in any form (written, electronic, or verbal) in relation with performance of the General Terms and Conditions and/or otherwise made available during the performance of the obligations under the General Terms and Conditions, shall be considered as confidential, if such information has been specified by the other Party as being confidential, or by its nature is to be regarded as such.

8.2. The Parties shall oblige not to disclose the confidential information without the consent of the Party owning the information to any third parties, except for their contractors, consultants and other persons to the extent required for the performance of obligations under these General Terms and Conditions.

8.3. The following information shall not be deemed confidential: (i) information which is public according to valid Legislation; (ii) information which is publicly available at the moment of its disclosure; (iii) information where a Party can demonstrate that it was in lawful possession of the information at the time of its disclosure or publication by the other Party; (iv) information which becomes publicly accessible after its disclosure to respective Party under the condition that such disclosure was made without breach by the latter Party.

9. Final provisions

9.1. Where mutual notifications, requests and other correspondence related to the General Terms and Conditions must be delivered in a written form, notifications, requests and correspondence delivered by email to the contact addresses indicated by the Airport and the User in Attachment No 1 and Attachment No 3 herein shall be deemed equal to a written form. All notifications, requests and other correspondence sent to the last contact addresses provided by the User to the Airport shall be deemed to have been properly sent.

9.2. If any provision of the General Terms and Conditions becomes illegal, invalid, or unenforceable, this shall not render the remaining provisions invalid or unenforceable. In such a case, the invalid provision shall be replaced by a legally enforceable provision, which to the extent possible has the same legal and economic effect as the replaced provision.

9.3. The Enterprise shall have the right to assign all or part of the rights and/or obligations of the Enterprise under the General Terms and Conditions to the other entity without the User's consent, by specifying the assignee of the Enterprise's rights and/or obligations under these General Terms and Conditions, should the functions and/or activities of the Enterprise in relation to the General Terms and Conditions be transferred to such third party. The Enterprise shall inform the Users of the assignment of the rights and/or obligations in the same manner as in the event of amendment of the General Terms and Conditions.

9.4. These General Terms and Conditions are made, interpreted and performed in accordance with the law of the Republic of Lithuania.

9.5. Any disputes between the Airport and the User, arising out of the General Terms and Conditions, shall be resolved by mutual negotiation. In the event of failure to resolve such disputes by negotiation, they shall be brought to the courts of the Republic of Lithuania in accordance with the place of

registered office of the Enterprise.

9.6. These General Terms and Conditions shall be of an indefinite term. They shall cease to be valid when they are revoked or amended in accordance with the procedure set out therein or when they expire on the grounds provided for by law.

9.7. The Chief Executive Officer of the Enterprise shall have the right to unilaterally amend these General Terms and Conditions or individual provisions thereof. The decision of the Chief Executive Officer of the Enterprise to amend these General Terms and Conditions shall be published on the Website at least two months prior to its entry into force. Such publication shall be considered proper notice to the Users.

9.8. All amendments and supplements to the General Terms and Conditions shall be deemed an integral part of the General Terms and Conditions upon their entry into force, as provided for in clause 9.7 of the General Terms and Conditions. Amendments to the General Terms and Conditions shall apply to all Users as from the date of their entry into force regardless of whether the Users have familiarized themselves with them. The duty to check for any changes to the rates of the Charges or valid version of the General Terms and Conditions rests with the Users.

9.9. Airport Users shall be bound by the provisions of the General Terms and Conditions in effect at the time of provision of the Services.

ANNEX No. 1 General Information

This form can be downloaded from www.ltou.lt

NOTE: If the question is not relevant to the User, please check N (Not applicable)

IATA /ICAO call sign:	
User's name: or forename, surname if a natural person shall pay for the Airport services provided to the User	
User's Enterprise code: or personal ID if a natural person shall pay for the Airport services provided to the User	
User's VAT identification number:	
User's bank name, SWIFT code and settlement account:	
SITA address:	
User's registered address:	
User's email address for invoice submission:	
Does the User have an AOC? Please provide a copy	
Aircraft registration number: Please provide a copy	
A copy of aircraft noise certificate containing MTOW	
An example of a User's crew member's certificate	
User's Logo	
User's responsible person (s) available 24/7 in case of an emergency: forename, surname, position, e-mail address, tel. No. It is preferable to indicate at least two persons.	
User's representative in Airport Users' Committee: forename, surname, position, e-mail address, tel. No.	
Company providing ground handling services to the User:	
Details of the aircraft which will be used to operate flights at the Airport: Can be provided as a supplement Aircraft type MTOW Number of seats	

Flight schedule with the following information:

Note: VNO schedules are provided to scr@airportcoordination.com; acd@airportcoordination.com and ops@vno.lt in SSIM format

Weekday

Route

Period

Departure / arrival time UTC

The User prefers to receive invoices for the provided services:

by email

by creating an account

By submitting this information, the User confirms that he/she is familiar with the General Terms and Conditions and agrees to comply with them.

SE Lithuanian Airports shall process the collected personal data of the Users in accordance with the provisions of the General Data Protection Regulation of the European Union (EU 2016/679) (hereinafter - GDPR), ensuring appropriate organizational and technical security measures.

The User submitting personal data of other persons to SE Lithuanian Airports shall be obliged to inform them of such transfer of their personal data.

Full information on the processing of personal data by the SE Lithuanian Airports is available on the Website www.ltou.lt under the privacy statement section.

The completed form shall be sent to the address avia@ltou.lt

ANNEX No. 2 Transfer Passenger Accounting Form

No.	FROM Airport			TO Airport	
	Event date	Flight No.	Transfer pax	Event date	Flight No.
1					
2					
3					
4					
...					
Total Transfer Pax:					

Example:

No.	FROM VNO			TO VNO	
	Event date	Flight No.	Transfer pax	Event date	Flight No.
1	19/07/2021	LH 887	2	19/07/2021	BT341
2					
...					
Total Transfer Pax:			2		

The completed form shall be sent to the address ops@vno.it

ANNEX No. 3 Contact Information of the Airport

SE Lithuanian Airports
 Registered office address: Rodūnios kelias 10a, LT-02189, Vilnius
 Legal entity code: 120864074
 VAT code: LT208640716
 Bank: Luminor Bank, AB
 SWIFT: AGBLLT2X
 S/a. LT33 4010 0425 0007 0513

Contact details for submission of information.

Any changes to the information set out in Annex No. 1 shall be submitted to the following addresses:

Subject, clause of the General Terms and Conditions	VNO	KUN	PLQ
Flight schedules, clause 2.3	scr@airportcoordination.com ; acd@airportcoordination.com ; ops@vno.lt	operations@kun.lt	info.plq@ltou.lt plqovg@ltou.lt
Flight information, clause 2.4.	VNOAPXH or ops@vno.lt	KUNAHXH	PLQAHXH
General aviation flights, clause 2.6	ops@vno.lt avia@ltou.lt	operations@kun.lt avia@ltou.lt	info.plq@ltou.lt plqovg@ltou.lt avia@ltou.lt
Transfer passenger accounting form, clause 2.5. (Not applicable to KUN, PLQ)	ops@vno.lt	-	-
Information related to removal of disabled aircraft, local emergency plan, clause 2.2	emergency@ltou.lt		
General information, clause 2.1.	avia@ltou.lt		

Contact details for enquires

Subject	
Enquiries regarding submission of information	avia@ltou.lt
Long-term parking	
Charges, incentives	
Payment procedures	
Notes regarding the issue of invoices and settlement of Services provided	

