

**Non- binding translation**

**HANGAR SERVICE REGULATION ABD AIRPORT SPA**

With the present Regulation, **ABD AIRPORT SPA**, based in Bolzano, via Aeroporto Francesco Baracca 1, (hereinafter referred as "**ABD**") - Tax Code and VAT no. 01460810219, PEC: [abd-airport@pec.rolmail.net](mailto:abd-airport@pec.rolmail.net), shall regulate the hangar service at Bolzano airport.

The following words shall have the following meanings in this Regulation:

- **Daily hangar service:** period between 12:00 and 11:00 of the following day;
  - **Lasting hangar service:** service enjoyed without interruption for a period of more than thirty days; interruption means the termination of the relationship as soon as the amount due is paid.
- 1) Customer's request for the hangar service (hereinafter "Service" for brevity) will be satisfied at ABD's discretion, based on the technical / operational ABD needs and based on the availability identified by ABD itself.
  - 2) In satisfying the Customer's request, the ABD will respect the following order of preference:
    - a) provision of the Service to an aircraft with a take-off weight of more than 3 tonnes (rounded to the nearest tonne);
    - b) Request by a Customer who has used the Service for a continuous period of not less than three years prior to the request.
  - 3) Due to the order of preference provided in previous article 2), the ABD during the provision of the Service, may move the aircraft to a different place, even outdoors and the customer is not entitled to dispute it except for the recalculation of the tariff if necessary.
  - 4) The request must be sent via the following PEC e-mail [abd-airport@pec.rolmail.net](mailto:abd-airport@pec.rolmail.net) using the form available on the ABD institutional website [www.bolzanoairport.it](http://www.bolzanoairport.it) and the date and time of receipt indicated by the PEC e-mail system of ABD will be valid. ABD allows the delivery of the request by hand and in this case the date and time of receipt by a ABD employee is valid.
  - 5) The request once accepted, with notice to be sent to the Customer PEC e-mail where possible, or to an e-mail address that produces the same effect, or confirmed by the ABD employee in case of request made in person, once signed for acceptance by ABD, will be binding for the customer, without possibility for the same to terminate or assign the contract or modify the aircraft data indicated inside the request. Specifically, in case of aircraft replacement, the previous agreement automatically expires and the Customer shall be required to submit a new request, the acceptance of which will depend on the size of the aircraft; If ABD finds difficulties in providing the service to the new aircraft, ABD has the possibility to terminate the provision of the service without the customer having the right to object. The acceptance of the request shall entitle the Customer to take advantage of the Service for the period indicated by ABD on the request form.

In case of Lasting hangar service, ABD and the Customer have the right to terminate the contract for any reason with 3 months' prior written notice to ABD PEC e-mail [abd-airport@pec.rolmail.net](mailto:abd-airport@pec.rolmail.net) and to the e-mail that the Customer indicated in the request.

In case of Daily hangar service, ABD has the right to terminate the contract at any time, without any notice; in this case ABD is not obliged to provide any reason. In the event of termination, the aircraft will be towed by ABD at the customer's expense on the "parking 200" or "300" (see the Aerodrome Chart published in the AIP Italy), without being liable for any damage for weather events or caused by third parties. In these cases, the Customer is not entitled to claim anything or to request any indemnity. Even in the event of suspension, the aircraft will be towed by the ABD at the customer's expense to the parking lot 200 or 300, without being liable for any damage caused by weather events or caused by third parties. The suspension of the service is promptly communicated via e-mail or, where possible via PEC to the address indicated by the Customer in the request form or in the contract.

- 6)** The acceptance of the request obligates the Customer to pay the fee indicated on the institutional website [www.bolzanoairport.it/tariffario/prestazioni/extrahandling](http://www.bolzanoairport.it/tariffario/prestazioni/extrahandling) The ABD can define and agree a particular rate based on the performance of the Service or on particular elements that justify a different quantification. The rate includes, in addition to the price for the Service, also the fixed costs for lighting and electricity consumption necessary for the operation of the aircraft and is subject to the increase in consumer prices for families of workers and employees (FOI) ascertained by ISTAT and referred to the previous year of the reference year and implemented at the beginning of each calendar year. The parking charges that are due according to Italian law will not be included in the rate, and it shall therefore constitute an additional amount due. The parking charge amount shall be calculated on the basis of what is defined by ENAC, with the exception of the first 2 (two) hours of parking, unless others additions are decided. In case of Lasting hangar service, the fee shall be paid by bank transfer to the following ABD bank account Cassa Rurale di Bolzano C / C IT97G0808111603000303016668 within 10 days from the date of invoice or by credit and debit cards on behalf of the person who signs the request or of the owner or user of the aircraft. In case of delayed payment exceeding the 30<sup>th</sup> day after the date of invoice, interest for late payment, actually corresponding to EURIBOR 1 month + 7,00%, as defined by the Italian Law (D.lgs/231/2002 e s.m.i.) will be charged. In case of daily hangar service, the fee for the service together with the airport taxes are due before take-off with payment in cash or by debit or credit cards. If the above conditions are not met, the service is immediately suspended (with the effects described in point 5 - see "withdrawal") and the sum due shall be paid before the aircraft takes off.
- 7)** The Service, with particular reference to the single aircraft movement into / out of the hangar, shall be reserved exclusively to ABD staff. In order to benefit for the Service, the Customer shall request it with a minimum notice of 3 (three) hours. In the absence of notice, the Service will be provided compatibly with the availability of ABD staff. Requests can be sent by e-mail, by telephone or by fax to the head of department to the following contacts: [coordinator@bolzanoairport.it](mailto:coordinator@bolzanoairport.it), tel. 0471/255204 and fax 0471/255202. Each movement is subject to the fee indicated in the price list published on the ABD institutional website.
- 8)** ABD shall authorize the Customer to move the aircraft inside / outside the hangar, if he has both the necessary competence, which will be assessed at ABD's discretion, and the appropriate equipment for the aircraft movement (in particular, the tow bar). In any case, the aircraft movement shall be carried out in the presence of ABD staff who will supervise the performance of the operations. Any aircraft movement into / out of the hangar shall be requested in advance by the Customer to the ABD

Head of Department. ABD shall authorize the movement at its own discretion and only if it does not affect the others' safety and properties. The supervision of ABD staff during the aircraft movement operation shall be invoiced to the Customer according to the fees in force.

- 9) The provisions contained in the previous articles 7) and 8) do not apply to hangars number 4 and 6, which are intended for one aircraft only, for which there are therefore no risks to other's safety and properties. The Customer that will be provided with service in hangar numbers 4 and 6 shall therefore be able to autonomously move its aircraft into / out of the hangar, without requiring a prior request to the Head of Service, nor the supervision of ABD staff.
- 10) Access to the aircraft by third parties shall only be permitted after prior notice to the ABD head of department. The Customer shall provide ABD to the following e-mail [terminal@bolzanoairport.it](mailto:terminal@bolzanoairport.it) the data (name, surname, date and place of birth, copy of the identity document and telephone number) of the persons authorized to access their aircraft, specifying the type of access (a) access to the aircraft for operations inside the aircraft, b) movement of the aircraft on the ground, or c) use of the aircraft) The ABD only grants access to authorized people. The Customer shall apply, as per current legislation, for an Airport Entrance Card (T.I.A.), and he shall carry it visibly at access and during the stay in the airport areas. People without the T.I.A. shall request a Visitor Entry Card (TIV) or "VISITOR PASS" at the GENERAL AVIATION desk or at the Information desk, according to the procedures published on the ABD website - [www.bolzanoairport.it](http://www.bolzanoairport.it) - usually 48 (forty-eight) hours before entry into the "air side" area, and shall be escorted by an authorized person. Both the issuance of the T.I.A. and the "VISITOR PASS", as well as the escort if provided by the ABD, are subject to a fee.
- 11) The aircraft shall be parked with the brakes released. The Customer is not allowed to deposit, even temporarily, materials with a high risk of flammability and / or explosive substances, except for the fuel loaded and the on-board equipment. The Customer shall keep the aircraft doors locked. ABD is not responsible for the possible removal of objects left on board of the aircraft.
- 12) Upon the occurrence of exceptional events and / or for the ABD that constitute force majeure (eg implementation of the airport emergency plan, other emergencies or natural disasters, ordinary or extraordinary maintenance as well as impositions by the authorities) the Service may be interrupted at any time and without any notice from ABD; the aircraft will be towed by ABD staff at the customer's expense to the parking lot 200 or 300, without being liable for any damage caused by atmospheric events or by third parties.
- 13) For the lasting hangar service to be effective, the Customer Shall pay to ABD a non-interest-bearing security deposit, the amount of which will be indicated on the acceptance of the request and calculated according to the duration of the Service, corresponding to at least 3 months of fee. If a security deposit has been previously provided for the same Service, it may be transferred to cover the subsequent request, subject to adequate adjustment, if necessary. In the event of non-payment of all or part of the fee, the equivalent will be deducted from the deposit with the obligation to restore it within 10 (ten) days from ABD communication. If the Customer does not restore the deposit within 10 days, the ABD has the right to terminate the contract and tow the aircraft to the parking lot 200 or 300, without being liable for any damage caused by atmospheric events or by third parties.
- 14) Before delivering the aircraft to ABD, the Customer shall give evidence to ABD of the aircraft's insurance coverage against damage to the surface. The customer shall also provide in advance

proof of third party liability insurance relating to damage caused by the use of specific equipment for parking the aircraft.

- 15)** The Customer expressly exempts ABD from any liability for damages that may derive directly or indirectly from the intentional or negligent act of other customers or third parties, as well as for lack or reduction of electricity or for lack of any other service or supply paid by ABD. In the event of damage caused by third parties, therefore not attributable to the ABD, the Customer shall submit a request to the third party directly without any involvement of ABD. In the event of liability attributable to ABD, the Customer shall submit a request directly to the Insurance Company which covers ABD for the Civil Liability and at the time of the accident ABD shall report to the Customer the details of this Policy.
- 16)** The Customer declares to know the rules, regulations and all other provisions issued by the competent authorities regarding the movements and activities / operations to be carried out within the airport, which can be found on the ENAC institutional website e.g. <https://www.enac.gov.it/la-normativa/normativa-enac/ordinanze/nord-est> and of the ABD <https://www.bolzanoairport.it/rds-regolazione-di-scalo-it.htm> and shall observe them and comply with those that may be issued during the provision of the service, expressly exonerating the ABD from any liability that may, in any case, arise for the failure or erroneous application of these provisions.
- 17)** In addition to the cases set out in the previous articles and without prejudice to the right of termination and / or suspension of the Service, the Service will be considered terminated by law, with immediate effect (date of communication to the Customer via e-mail or where possible via PEC), upon the occurrence of the following circumstances:
- a) revocation / forfeiture of ABD authorizations relating to airport operations;
  - b) opposition of the National Civil Aviation Body to the provision of the Service to the Customer;
  - c) failure by the Customer to comply with the obligations and prohibitions set out in these Regulations and / or the specific ones included in the acceptance of the request;
  - d) clear incompatibility with other Customers or ENAC direct dealers, who receive the Service in the same facility; the final decision regarding the incompatibility is at the sole discretion of ABD;
  - e) violation of ENAC ordinances and / or provisions of the ABD;
  - f) following n. 2 (two) written warnings that shall be sent to the address referred to in the request or contract, for any reason of the warning,
- Upon the occurrence of a circumstance of termination, with the exception of the case provided for in letters a) and b), the ABD shall send the dispute to the Customer and shall allow the Customer to submit his justifications within and no later than 7 (seven) consecutive calendar days. After this deadline, the ABD will adopt its decision. In the event of termination, the aircraft will be towed by the ABD at the customer's expense to the parking lot 200 or 300, without being liable for any damage caused by atmospheric events or caused by third parties. Upon termination, the ABD will treat the remainder of the fee paid as a penalty, this is without prejudice to the right to claim further compensation.
- 18)** According to art. 13 of Legislative Decree 196/2003 (Personal Data Protection Code) and according to art. 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the protection of individuals with regard to personal data processing and

free circulation of such data, ABD informs the Customer that the personal data the Customer has provided for the daily or lasting hangar request form will be the subject to the personal data processing referred to in art. 4 of EU Regulation 679/2016, in compliance with the aforementioned legislation and in accordance with the confidentiality obligations of ABD business. More precisely, ABD would like to inform the Customer about the following: The Data Controller is ABD AIRPORT SPA, based in via Aereoporto Francesco Baracca, n. 1. and the Data Protection Officer (RPD) is DPO Italia S.r.l. (P.I. 03055640217) headquartered in via A. Pacinotti, n. 13 Bolzano (BZ), ph: 0471920141). The owner will not disclose the data collected and will process them with both computerized and manual methods, based on logical criteria compatible and functional to the data collection purposes, in compliance with the confidentiality and security rules established by law. The data will be processed for the time necessary to achieve the purposes for which they were collected and, after the conclusion of the procedure or service provided the data will be further stored according to legal obligations. Any further storage of data or part of them may be arranged to assert or defend your rights in any eventual location and, more precisely, in competent courts. The data are acquired on the basis of a mandatory relationship and are strictly functional to the daily hangar request form and therefore your refusal to provide them will make it impossible for the owner to perform it or partially provide the service. ABD informs the Customer that the Customer can exercise the rights provided by art. 15 and ss. of Regulation (EU) 2016/679. The Customer also has the right to file a complaint to a supervisory authority if the Customer believes that the rights here indicated have not been guaranteed. To exercise the above rights, the Customer can contact the data controller by sending a registered letter with return receipt to the address indicated above or an email to [info@bolzanoairport.it](mailto:info@bolzanoairport.it) or by sending an email to the RPD [dpoitalia@pec.brennercom.net](mailto:dpoitalia@pec.brennercom.net).

- 19)** The contracts already in place at the date of the present regulation shall be effective until the expiry of the same or until the termination by one of the contractual parties. Any renewal will be regulated in accordance with present regulation.
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