

**Self Handling Authorisation**

by

Flughafen Zürich AG  
P.O. Box  
8058 Zurich-Airport

to

xxx  
xxx  
xxx  
(subsequent X)

**Note: only the German  
version is binding**

**Preamble**

According to the sense of the EC ground handling directive, that, due to the bilateral agreements between Switzerland and the European Community, has been transferred into national law in art. 29a of the Regulation on the Aviation Infrastructure (VIL; SR 748.131.1), Flughafen Zürich AG issues the following Third Party Handling Authorisation to X:

**1 Content**

X has the right and the obligation to execute the ground handling activities stated in Annex I within the legal framework, including the valid Operations Regulations of Flughafen Zürich AG, for itself and for airport users of which X holds a share majority and for users that hold a majority of shares in X.

This Self Handling Authorisation includes all flights that are operated by X or by the airport user as operating carrier.

Ground handling activities as stated in annex I may only be delegated to third parties after previous written approval by Flughafen Zürich AG. In any case, the third party needs a corresponding Third Party Handling Authorisation, issued by Flughafen Zürich AG.

**2 Infrastructure**

Flughafen Zürich AG provides its infrastructure for the execution of ground handling activities. X may not claim further infrastructure for its business operations. Flughafen Zürich AG reserves the right to assign certain infrastructure to X for its operations.

### 3 Conditions / obligations

#### 3.1 Obligation of operations

X shall offer and execute ground handling activities as described in annex I during its entire operating times, as well as in exceptional circumstances. X guarantees correct and uninterrupted operations.

#### 3.2 Commercial ability

The commercial ability of X shall be guaranteed during the entire duration of the Self Handling Authorisation.

#### 3.3 Service quality

X shall execute the ground handling activities as defined in annex I according to the quality requirements as defined in the Standard Conditions for Ground Handling at Zürich Airport (annex II). If X does not meet these quality requirements, Flughafen Zürich AG may advise X to take measures to improve quality (see art. 15, para. 1, lit. b VIL). In case X does not follow such advise within an adequate deadline, Flughafen Zürich AG may take the measures on X's costs. Flughafen Zürich AG may then also communicate the deviations to the customers of Flughafen Zürich AG in a suitable manner and withdraw this Third Party Handling Authorisation after repeated admonition, according to art. 11.

#### 3.4 Staff

X shall deploy a sufficient number of professional qualified personnel in order to ensure proper ground handling. The employees to be deployed in the airport's non public area and / or in other security sensitive areas have to prove flawless criminal backgrounds. For airport badges to be issued to X's staff working in the non public and / or in other security sensitive areas of the airport, X has to present the relevant persons' criminal records. For persons that are not of Swiss origin or that have no Swiss domicile, X has to provide a document corresponding to the Swiss criminal record, issued by the person's country of origin. If the responsible persons for security at Flughafen Zürich AG consider necessary, an extended background check may be demanded. X is obliged to communicate these measures to the staff to be deployed in the airport's non public areas and / or in other security sensitive areas. X has to hand in a signed agreement by the employee. Flughafen Zürich AG decides whether a person applied for by X may be deployed in the airport's non public area and / or in other security sensitive areas.

X is responsible for its employees to wear a name badge. Additionally, X has to ensure that its employees are properly dressed during duty time.

#### 3.5 General liability and third party liability

X is liable toward Flughafen Zürich AG for bodily injuries, material damages and financial losses according to the Federal Ordinance on the Liability of the Federation, its Agency Members and Civil Servants (SR 170.32), respectively according to art. 97 ff. of the Swiss Code of Obligations analog.

In case Flughafen Zürich AG is held liable out of circumstances or incidents that X has to avouch for, X is obliged to hold Flughafen Zürich AG harmless.

X has to hold a third party liability insurance with a coverage and an insurance sum that correspond to the ground handling activities being executed by X.

X shall hand in a copy of the valid insurance policy or a proof of insurance to Flughafen Zürich AG, Department for Risk Management and Insurances.

### 3.6 Provision of data

X shall communicate all traffic data that are relevant for airport operations, as well as data relevant for the imposition of charges, correctly and in a timely manner to Flughafen Zürich AG. Flughafen Zürich AG may determine form and date for such data communication within an appropriate deadline.

Flughafen Zürich AG makes use of such data only for the purpose it has been requested for.

### 3.7 Co-operation with authorities and other parties at the airport

On behalf of a safe, smooth and swift aircraft handling, X shall co-operate with Flughafen Zürich AG's responsible departments as well as with other parties, such as airport police, customs, and air traffic control. To those, X shall provide the data, information and documentation that is necessary for them to fulfil their duties. Additionally, directives by EC, FOCA, Flughafen Zürich AG, Zurich Cantonal Police, Federal Customs Administration and other cantonal and federal entities are binding.

## 4 Fees

### 4.1 Imposition of fees

Flughafen Zürich AG may charge fees for the use of airport infrastructure. Such airport user fees are levied cause-related and refer, among others, to the number of issued airport badges, of vehicle admissions and the area left by Flughafen Zürich AG to the handling agent for their handling activities (annex IV). Flughafen Zürich AG may levy additional fees for the execution of other commercial activities. Such fees are subject to separate contracts.

### 4.2 Implementation and adjustment of airport user fees

Flughafen Zürich AG may implement and / or adjust airport user fees with regard to the general situation at Flughafen Zürich considering a deadline of at least 6 months prior to the beginning of a calendar year.

### 4.3 Mode of payment

X shall transfer the airport user fees each quarterly within 30 days after issue of the invoice.

#### 4.4 Delay of payment

If X is in default of paying the airport user fees, a default interest of the CHF-3-months-libor plus 5% is owed to Flughafen Zürich AG from the due date on.

If X is in default of paying more than two months, Flughafen Zürich AG may withdraw the Self Handling Authorisation according to art. 11.

#### 4.5 Value added tax

All fees and charges mentioned in this Self Handling Authorisation are excluding value added tax. Invoices are issued exclusive or plus value added tax, according to tax legislation.

### **5 Operational charges (especially passenger, landing, noise, emission, freight and parking charges as well as Skyguide approach charges)**

If the operational charges are not collected by service providers, Flughafen Zürich AG invoices the operational charges monthly, based on the data delivered by X according to the valid charges regulation and additional directives.

X transfers the operational charges to Unique within the set deadline after the invoice by Flughafen Zürich AG

### **6 Competition**

This Self Handling Authorisation does not grant any exclusive rights to X. The admission of other Self Handling Companies or Third Party Handling Providers is explicitly reserved.

### **7 Confidentiality**

Flughafen Zürich AG will not disclose any of X's financial data that have been provided during the execution of this Self Handling Authorisation and that are characterised as business secrets, to third parties. Traffic data and data that are used for operations are excluded.

### **8 Transferability**

This Self Handling Authorisation is not transferable.

### **9 Duration**

This Self Handling Authorisation is issued per ....

The Self Handling Authorisation is issued for the duration of seven years. It becomes invalid without notice and without compensation per ....

## **10 Salvo**

This Self Handling Authorisation is issued with subject to present and future law.

It is especially issued with reservation to a possible admission by the approval authority (see art. 10 annex 1 to the Operations Regulations of Flughafen Zürich AG). If such approval is not granted to X or if it is withdrawn, this Self Handling Authorisation will be withdrawn without compensation (art. 11 annex 1 to the Operations Regulations of Zürich Airport).

In such case, Flughafen Zürich AG is not liable. This applies especially in case of refused admissions by authorities, changes in law and its implementation as well as its impact on X's ground handling activities.

## **11 Prior termination / withdrawal**

Flughafen Zürich AG may withdraw this Self Handling Authorisation anytime with immediate effect and without compensation, if X does not fulfil its obligations as described in art. 3 and / or if X breaches the provisions of this Self Handling Authorisation repeatedly or significantly.

In case of fundamental situation changes (e.g. change of law, change of jurisdiction) Flughafen Zürich AG may withdraw this Self Handling Authorisation anytime and without compensation, if the state conforming to law or to operations cannot be reconstructed.

If applied for by X and if there are other ground handling service providers that hold a Self Handling Authorisation for the same ground handling activities and that fulfil the obligations of art. 3 and that have sufficient capacities to execute this ground handling service, Flughafen Zürich AG may withdraw this Self Handling Authorisation ahead of schedule. The application must be handed in in written, at least six months prior to the end of a calendar year.

## **12 Existing contracts and other legal relationships**

This Self Handling Authorisation replaces a possible other Self Handling Authorisation that may have been issued ad interim to X. Other existing contracts and legal relationships between X and Flughafen Zürich AG remain valid. In case of contradictions between this Self Handling Authorisation and other existing contracts or legal relationships, this Self Handling Authorisation shall precede.

## **13 Annexes**

Annex I (ground handling activities), annex II (General Conditions for Ground Handling at Zürich Airport), annex III (General Environmental Provisions Zürich Airport) and annex IV (Fees) are integrated parts of this Self Handling Authorisation.

## **14 Written form**

Changes and amendments to this Self Handling Authorisation will be communicated to X in written to the following address:

X  
Yyy  
Yyy  
Yyy

X communicates any address changes to Flughafen Zürich AG without delay.

Zürich Airport, .....

Flughafen Zürich AG

.....  
Stefan Conrad  
Member of the Executive Committee  
Chief Operations Officer

.....  
Hanspeter Spänhauer  
Airport Charges Manager and  
Head Aviation Third Party Contracts

Acknowledgement of this Self Handling Authorisation:

X

.....

.....

NON-BINDING ENGLISH VERSION

**Annex I (Note: only the German version is binding)**

**Permitted ground handling activities**

	<b>Ground handling activity</b>	<b>permitted activities for X</b>
<b>1</b>	<b>Ground administration / supervision</b>	-----
1.1	Representation at authorities	-----
1.2	Loadcontrol, messaging, telecommunications	-----
1.3	Handling, storage, administration of unit load devices	-----
1.4	a. Other supervision services before, during and after the flight	-----
	b. Other administrative services	-----
<b>2</b>	<b>Passenger handling</b>	-----
2.1	Check-In Counter/Gate	-----
2.2	Boarding	-----
2.3	Baggage tracking	-----
2.4	Weight & Balance	-----
2.5	Document control	-----
2.6	Special passenger handling	-----
<b>3</b>	<b>Baggage handling</b>	-----
3.1	Baggage handling in the baggage sorting area	-----
3.2	Baggage sorting	-----
3.3	Baggage preparation for departure	-----
3.4	Loading and unloading of vehicles and sorting devices	-----
3.5	Transportation between sorting area and the reclaim area	-----
<b>4</b>	<b>Freight and mail handling</b>	-----
4.1	a. Freight handling	-----
	b. Document administration	-----
	c. Customs	-----
	d. Security measures	-----
4.2	Freight transport (from and to the aircraft)	-----
4.3	a. Mail handling	-----
	b. Document administration	-----
	c. Customs	-----
	d. Security measures	-----
4.4	Mail transport (from and to the aircraft)	-----
<b>5</b>	<b>Ramp handling</b>	-----
5.1	Marshalling the aircraft on the ground at arrival and departure	-----
5.2	Assistance at aircraft parking and provision of suitable devices	-----
5.3	Communication between aircraft and ground handling service provider	-----
5.4.1	Loading and unloading of the aircraft	-----
5.4.2	Transport / attendance of passengers (from and to the aircraft, prevention of handing over of permitted devices according to NASP)	-----
5.4.3	Transport / attendance of crew (from and to the aircraft, prevention of handing over of permitted devices according to NASP)	-----
5.4.4	Baggage transport (from and to the aircraft, prevention of manipulation by non authorised persons)	-----
5.5	assistance in engine start-up	-----
5.6	Push back and towing	-----
5.7	a. Transportation of catering	-----
	b. Loading and unloading of catering	-----
<b>6</b>	<b>Cleaning / aircraft service</b>	-----
6.1	a. Inside and outside cleaning	-----
	b. Toilet water services	-----
6.2	a. Cabin cooling and heating	-----
	b. Removal of snow and ice	-----
	c. Aircraft deicing	-----
6.3	Supply of on-board devices	-----
<b>7</b>	<b>Fuelling</b>	-----
7.1	a. Organisation of fuelling and unfuelling	-----
	b. Fuelling and unfuelling	-----
	c. Storage, quality and quantity checks of fuel supply	-----

7.2	a. Organisation of refills of oil and other fluids	-----
	b. Refil of oil and other fluids	-----
<b>8</b>	<b>Maintenance</b>	-----
8.1	Routine services	-----
8.2	Special services	-----
8.3	Storage and administration of maintenance material and spare parts	-----
8.4	Storage of parking positions / maintenance hangars	-----
<b>9</b>	<b>Flight operation and crew administration</b>	-----
9.1	Flight preparation / Walk out assistance	-----
9.2	In-flight services / dispatch	-----
9.3	Post flight services	-----
9.4	Crew administration	-----
<b>10</b>	<b>Transport</b>	-----
10.1	Transport between buildings (not from and to the aircraft)	-----
10.2	Special transport services	-----
<b>11</b>	<b>Catering</b>	-----
11.1	Liaison with suppliers and administration	-----
11.2	Storage of food, beverages and devices for preparation	-----
11.3	Cleaning of preparation devices	-----
11.4	Preparation and delivery of food, beverages and equipment	-----

Restricted market access according to the operations regulations of Zurich Airport, Annex 1

NON-BINDING ENGLISH VERSION

**Annex II (Note: only the German version is binding)****Standard conditions for ground handling at Zurich Airport****1 General provisions****1.1 Basic principles**

Self handling companies and third party handling providers shall not impair airport operations as a whole. Therefore, the following Standard Conditions are to be kept mandatorily in addition to the provisions of the Operations Regulations of Zürich Airport.

**1.2 Definitions**

The terms used in these Standard Conditions are consistent with the according definitions in annex 1 to the Operations Regulations of Zürich Airport.

**1.3 Area of application**

These Standard Conditions apply to all self handling companies and third party handling providers that execute ground handling, as defined in annex 1, attachment 1, of the Operations Regulations of Zürich Airport.

**1.4 Changes**

Flughafen Zürich AG is entitled to change these Standard Conditions in due consideration of the general situation at Zürich Airport. Self handling companies and third party handling providers will be informed in writing about such changes.

**2 General obligations****2.1 Quality requirements (see. No. 3.3 Third Party Handling Authorisation)**

The following minimum quality requirements are binding to all self handling companies and third party handling providers. They are to be taken into account in agreements with customer airlines.

Flughafen Zürich AG may determine basic quality requirements in order to guarantee smooth airport operations. Self handling companies and third party handling providers are obliged to take the necessary measures to reach these basic requirements and to present them to Flughafen Zürich AG, if demanded. All services that are relevant for airport operations are measured in parallel with the following key performance indicators (KPI's):

- Passenger hours (pax-h),
- Unproductive aircraft seat hours (a/c seat-h)
- Hours of resource usage (resource usage-h)

In order to compare with other airports, the conventional KPI's (% in punctuality / delay minutes etc.) are measured additionally.

## **2.2 Material and vehicles**

Self handling companies and third party handling providers have to ensure that the necessary material that is necessary for executing ground handling services is available. The necessary material for executing ground handling services on the tarmac and in the terminals has to be available at any day throughout the year in an appropriate relation to the respective handling agent's contract volume. Surplus material must not be parked or stored on the tarmac or inside the terminals. It has to be parked or stored properly and securely on the assigned areas. Other parking or storage areas than the assigned are to be applied for and, if need be, rented from Flughafen Zürich AG.

Communication means such as data and radio equipment are to be purchased by the self handling companies or third party handling providers on their own account.

Flughafen Zürich AG may decree the requirements on technical material and vehicles that are used at Zurich Airport. In case of purchases of new material and vehicles, types of low exhausts and noise emissions are to be preferred (e.g. electric or gas drive).

## **2.3 Staff (see No. 3.4 Third Party Handling Authorisation)**

Professional qualified staff of the self handling companies or the third party handling providers has to fulfil at least the following requirements to knowledge and skills:

- Emergency and alarm procedures
- Firefighting
- Dangerous goods handling
- Application of the legal requirements (especially the Zurich Airport Operations Regulations and the Ground Traffic Regulation)

For the operation of handling material and vehicles on the tarmac, operation of passenger bridges, push-back and aircraft towing and for aircraft deicing, the appointed staff has to go through a dedicated training.

The training has to be proven to Flughafen Zürich AG.

## **2.4 Special provisions on environment protection (see No. 6.2 General Provisions on Environment Protection, Annex III)**

Leftovers of beverages that exceed the amount of 10 tons per year must not be disposed of in the drainage system. They are to be collected separately and recycled in a Kompogas facility or by means of other adequate recycling methods.

Separating installations (such as gasoline- or grease separating installations) are to be operated with regards to the requirements of the responsible maintenance providers or suppliers. The separating installations have to be maintained, emptied and cleaned on a regular basis.

## **2.5 Information and data supply obligations (see No. 3.7 Third Party Handling Authorisation)**

Information on disruptions in operations, delays, damages etc. are to be reported to the responsible body of the airport without delay.

### **2.5.1 Aircraft operational data**

The relevant operational data are information on flight movements, passengers, freight, mail and baggage. These are to be delivered to Flughafen Zürich AG with means of a written flight operations announcement. The extent of such flight operations announcements is defined by Flughafen Zürich AG. Flight operations announcements are to be delivered latest one day after the actual day of the flight. For data entry and transmission of information on flight movements, passengers, freight, mail and baggage, the system FLIRT\*ZRH shall be used. FLIRT is provided to self handling companies and third party handling providers free of costs.

### **2.5.2 Environment data (see No. 3 General Provisions on Environment Protections, Annex III)**

Self handling companies and third party handling providers have to inform Flughafen Zürich AG on the operational data of their handling material and vehicles (sort, number, annual performance (operating hours, kilometres or fuel consumption)) for the past year. The data has to be provided in written and latest on January 31 of the following year to Flughafen Zürich AG, department for environment protection.

### **2.5.2 Changes in flight plans**

Self handling companies and third party handling providers shall align their operations with the flight schedule (STD or ETD). They are obliged to publish delays and other flight plan changes in the flight information system (e.g. AIMS) without delay.

## **2.6 Co-operation (see No. 3.8 Third Party Handling Authorisation)**

For proper co-operation with the responsible bodies at Zurich Airport, self handling companies and third party handling providers have to announce a competent person in charge, especially for the following issues:

- Safety, fire protection, occupational safety
- Environment protection
- Airport Steering

## **3 Special obligations**

The following obligations apply to the execution of specific ground handling activities and are only valid for self handling companies or third party handling providers that are authorised to execute these ground handling activities as specified in Annex I.

### 3.1 Ground handling activities

#### 3.1.1 Use of aircraft stands

The aircraft stands that are assigned by Flughafen Zürich AG may be used earliest 10 minutes before on block time and only if no restraints to departing aircraft are caused. Latest 10 minutes after the termination of handling activities (off block), the aircraft stands have to be cleared completely.

For taxiing aircraft or aircraft being towed, the safety areas are to be kept free of obstacles at any time.

Self handling companies and third party handling providers have to execute the mandatory surface control (FOD - foreign object damage) on their own responsibility before and after each aircraft handling.

If requested by Flughafen Zürich AG, self handling companies and third party handling providers have to clear the handling areas on their own costs if this is necessary for maintenance (e.g. tarmac deicing).

#### 3.1.2 Passenger handling

Self handling companies and third party handling providers are obliged to organize their handling processes in a way that there are not more than 10 passengers waiting per check-in counter.

Self handling companies and third party handling providers have to offer evening check-in. At evening check-in, the maximum number of 15 waiting passengers per check-in counter shall not be exceeded. Flughafen Zürich AG may grant exemptions from this obligation.

During check-in times, the maximum of waiting passengers at check-in and at evening check-in has to be fulfilled at 95%.

#### 3.1.3 Minimum Connecting Time

The infrastructure of Zurich Airport is designed for transfer passengers to reach their connecting flights in a minimum connecting time of 40 minutes.

Self handling companies and third party handling providers have to organize their handling processes in a way that this minimum connecting time is not jeopardized.

The minimum connecting time has to be kept by 95%.

#### 3.1.4 Baggage delivery

Self handling companies and third party handling providers have to make sure that the baggage delivery of registered baggage starts latest 20 minutes after ATA (1<sup>st</sup> piece of baggage on the baggage reclaim belt). The last piece of baggage has to be delivered latest 30 minutes after ATA.

### 3.1.5 Baggage handling

The obligations of self handling companies and third party handling providers concerning baggage handling are established in a separate service level agreement.

## 3.2 Deicing

### 3.2.1 Service Level

The deicing service level is established as follows:

- The official flight schedule is basis for the calculation of the number of deicing vehicles that have to be available.
- The calculation of the operated vehicles' capacity shall ensure that no waiting times occur. Waiting times are only tolerated if all deicing vehicles available at the airport are operated.
- Between 00.30 and 06.00 LT, the deicing service shall be available within 90 minutes.
- In case of deicing without snowfall (frost removal), the waiting time for aircraft to be deiced shall not exceed 15 minutes.
- In case of light snowfall, the waiting time for aircraft to be deiced shall not exceed 30 minutes.
- In case of strong snowfall, the time targets above do not apply as long as all deicing vehicles are operated. If not all deicing vehicles are being operated, the time targets for light snowfall apply.
- The technical operational readiness of all deicing vehicles shall be at 98%.

Self handling companies and third party handling providers are obliged to keep these service levels towards their customers.

### 3.2.2 Processes

#### 3.2.2.1 Deicing Coordination:

- consists of one representative of Flughafen Zürich AG (Airport Steering) and of the handling agents each, as well as of the manager of deicing vehicle drivers. It shall ensure a correct and timely ETD management.
- is governed by Flughafen Zürich AG (Airport Steering).
- co-ordinates aircraft deicings.
- decides on the deicing locations (dock stand or remote pad).
- co-ordinates the operation of deicing vehicles for deicing at dock stands.
- is responsible for ETD management in general deicing.
- is responsible for co-ordination with Skyguide and Apron Control.

### 3.2.2.2 Deicing fluid and process

- In order to meet official obligations, the used deicing fluids are to be approved by Flughafen Zürich AG. All changes in type and composition of the used deicing fluids are to be approved by Flughafen Zürich AG early enough prior to their employment.
- Self handling companies and third party handling providers are responsible for the deicing fluid and for the processes in aircraft deicing.

### 3.2.2.3 Training of deicing staff

The training of deicing staff has to be documented. The documentation has to be handed in to Flughafen Zürich AG prior to October 1<sup>st</sup> each year.

### 3.2.2.4 Training of pad co-ordinators

- Sufficient english skills are mandatory.
- Sufficient skills in phraseology for radio communication with cockpit crews are mandatory.
- The training in radio communication is given by Flughafen Zürich AG.

### 3.2.2.5 Conditions for deicing on remote pads

Self handling companies and third party handling providers are allowed to execute deicing on remote pads, if provided that:

- they operate at least 4 deicing vehicles that are approved for operation on the deicing pads and
- the deicing vehicles are equipped for deicing with two different deicing fluids. The vehicles must be able to mix hot water and deicing fluid while spraying.

### 3.2.2.6 Operation of remote pads

- The pad co-ordinator is provided by a self handling company or a third party handling provider.
- Only one pad co-ordinator at a time is responsible for co-ordination and processes on the deicing pad.
- In case there are deicing vehicles of different self handling companies and / or third party handling providers operating on the pad at the same time, these vehicles are obliged to deice each aircraft without delay. Self handling companies and third party handling providers have to arrange payments between themselves for aircraft of companies that have been deiced by a self handling company or a third party handling provider they have no contract with.
- The number of open deicing pads is determined by the number of aircraft to be deiced and can be regulated by Flughafen Zürich AG (Apron Control).

### 3.2.2.7 Further requirements to deicing

The following aspects are established in a separate document, provided by Apron Control:

- Taxiing procedures on deicing pads
- Communication between pad co-ordinator and Apron Control
- Operation of Siemens Simatic Panels

These documents are integral part of the Standard Conditions. They have been handed out to self handling companies and third party handling providers that provide deicing services.

## 3.3 Fuelling services

Fuelling services are to be executed according to the policies agreed on with the company operating the fuelling infrastructure. Among these are the following principles:

### 3.3.1 Fuelling and unfuelling

Self handling companies and third party handling providers are obliged to follow the laws and regulations concerning fuelling and unfuelling that apply at the airport.

Fuelling is to be executed either via the underground fuelling infrastructure or via fuelling vehicles.

At aircraft stands that are equipped with hydrants, fuel may only be delivered via the underground fuelling infrastructure by dispensers. Exemptions, e.g. in case the underground fuelling infrastructure is out of order due to technical reasons, are to be communicated timely to Flughafen Zürich AG. All exemptions are to be approved by Flughafen Zürich AG.

All vehicles and devices are to be equipped according to the laws and regulations applying at the airport.

During the validity time of their ground handling authorisation, self handling companies and third party handling providers have to provide the necessary equipment for their fuelling operations. They have to care for the equipment's operability and its maintenance.

Self handling companies and third party handling providers are obliged to provide fuelling services 365 days per year and during the whole operating hours of Zürich Airport. They guarantee for proper operations without interruption. During night flight bans, a stand-by service shall be established. Flughafen Zürich AG has to be informed about the stand-by service organisation. The actual stand-by service lists have to be handed in to Flughafen Zürich AG.

### 3.3.2 Delivery of products

The delivery of fuel into the fuelling infrastructure has to be executed exclusively by railway and in block trains. One block train normally consists of 20/22 four-axle tank wagons. Quality certificates have to be handed in to the fuelling infrastructure's operating company prior to the arrival of the trains.

### 3.3.3 Fuel quality

Only fuel that fulfils the standards of AFQRJOS (Aviation fuel quality requirements for jointly operated systems) may be delivered into the fuelling infrastructure. Self handling companies and third party handling providers are obliged to operate strictly on basis of the most actual standards of the "Guidelines for Aviation Fuel Quality Control & Operating Procedures for Supply and Distribution" and of the "Guidelines for Aviation Fuel Quality Control & Operating Procedures for Joint Into Plane Services".

### 3.3.4 Maneuvering storage / stock remainders

Self handling companies and third party service providers are obliged to keep a minimum amount of 1'726'920 liter 15° / (Number of self handling companies and third party handling providers) in their maneuvering storage at all times in order to guarantee the minimum content of the pipelines.

### 3.3.5 Liability and insurance

The company that operates the fuelling infrastructure does not take out a fire insurance for fuel supplies stored in the fuelling infrastructure. Self handling companies and third party handling providers are obliged to take out a fire insurance for their own stocks and to be able to certify the insurance to the operating company at any time. In case of damage, damage claims are mutually excluded. Self handling companies and third party handling providers shall inform their insurance companies about this liability exclusion.

For third party damage claims arising out of fuelling, self handling companies and third party handling providers are liable according to the written special agreement (TARBOX Agreement).

The limit of liability for risks in fuelling amounts to USD 1'000'000. The insurance certificate has to be handed in to Flughafen Zürich AG and to the operating company of the fuelling infrastructure without special request.

NON-BINDING DRAFT VERSION

**Annex III (Note: only the German version is binding)****General Environmental Terms and Conditions for Zurich Airport (Edition August 2010)****1 Content and Applicability**

The current general environmental terms and conditions apply to all business relations of Flughafen Zürich AG. Agreements differing from the current terms and conditions are to be documented and to be submitted to the Environmental Department of Flughafen Zürich AG for approval. The general terms and conditions are based on art. 132 of the operating manual for Zurich airport.

**2 Environmental Regulations and Legal Provisions**

The contract partner is obliged to adhere to the environmental conditions and legal requirements as set forth by Flughafen Zürich AG. This also applies to all not explicitly mentioned legal provisions.

**3 Documentation and Information Duty**

The contract partner provides all environmentally relevant data to Flughafen Zürich AG free of charge and informs on all direct environmental impacts caused by its business activity. Flughafen Zürich AG defines type and scope of the required data.

Flughafen Zürich AG publishes information on the environmental impacts of the whole system Zurich airport.

**4 Confidentiality**

Both parties will not disclose any information from the other's business activity that is not generally obtainable or generally known. Both parties take all measures required to prevent any third party to obtain such information. This also applies to all employees of both parties.

**5 Cooperation**

The contract partner commits to cooperate with Flughafen Zürich AG in environmental protection to improve the eco-efficiency of the airport. The contract partner in particular supports Flughafen Zürich AG in implementing environmental measures. The contract partner indicates a point or person of contact for environmental matters to Flughafen Zürich AG.

**6 Specific Requirements****6.1 Waste and Recyclables**

The contract partner commits to collect waste and recyclables according to the provisions set forth by Flughafen Zürich AG and to separate them into the specified fractions as to enable e.g. paper/cardboard, plastics, PET and wood to be brought into proper treatment.

The disposal of all waste and recyclables within rental relations is done by Flughafen Zürich AG. Exceptions may be granted to a tenant after prior approval of a proper disposal concept

Waste and recyclables of any kind may only be stored in specified locations and in a manner that respects requirements of occupational health and preventative fire code. Tenants who dispose of waste themselves are obliged to provide suitable containers at their own costs for separation and storing of waste and recyclable, label them properly and place them at locations approved by Flughafen Zürich AG

Tenants disposing of waste themselves report the amount of disposed waste and recyclables of the previous year to Flughafen Zürich AG, Environmental Department, until January 31<sup>st</sup>.

## **6.2 Water, Waste Water**

Depending on the utilization, additional waste water pre-treatment has to be done on-site. This applies in particular if by the type of business of the tenant significant amounts of oil, grease of beverage residues go into the waste water. Flughafen Zürich AG retains the right to implement additional measures and requirements for water savings or waste water pre-treatment.

## **6.3 Energy**

The contract party actively supports Flughafen Zürich AG in the optimization of the energy efficiency according to the large consumer contract with the Canton of Zürich (2008) and the reduction of the energy consumption. In the procurement of devices, machinery and lighting, energy-efficient products are to be preferred (e.g. energy label). The installation of energy-relevant interior devices requires a permission. Required is a declaration of need and energy consumption handed in to Flughafen Zürich AG, HLKKS. Flughafen Zürich AG retains the right to implement additional measures and requirements for energy savings.

## **6.4 Air Quality**

The contract party has to take all operationally and economically bearable measures for clean air and climate protection. Of particular reference are the exhaust maintenance conditions for motor vehicles, art. 10, para 4 of the "Bodenverkehrsordnung" for the non public airport area (edition 21.08.2009). Flughafen Zürich AG retains the right to implement additional measures and requirements for improving the air quality.

## **6.5 Traffic**

The contract party actively supports Flughafen Zürich AG to maintain the achieved modal split (share of public transportation trips on the total trips). The contract party promotes the use of public transportation by the staff for their commute. If parking passes for employees are subsidized, then the usage of public transportation has to be subsidized in the same amount.

## **6.6 Hazardous Goods and Substances**

Separate conditions apply to the handling, transport, treatment and storage of hazardous goods and substances. Goods and substances that present a fire or explosion hazard, combustible liquids or gases, radio-active substances, chemicals or other environmentally hazardous goods and substances have to be stored in dedicated containers, lockers and rooms and protected from unauthorized access.

## **7 Cost Bearing**

Each contract party has to bear the costs according to the polluter-pays-principle.

## **8 Special Conditions**

The general environmental terms and conditions regulate the minimum standard at Zurich airport. If the type of business of the contract party requires special conditions for environmental protections, then they have to be documented in written and submitted to Flughafen Zürich AG, Environmental Protection for approval.

NON-BINDING ENGLISH VERSION

**Annex IV (Note: Only the German version is binding)**

**Fees**

The fees depend on the execution of the specific ground handling activities.

**1 General use of infrastructure**

Fees for the general use of infrastructure (see Operations Regulations of Zurich Airport, annex 1, art. 8) are charged based on the following units and criteria.

The imposition of these airport user fees is suspended as from January 1<sup>st</sup>, 2007.

Criterion	Definition	Unit	Airport user fee p.a.
Airport badges	Badge with authorisation for airside access	Number of airport badges	CHF 240.--/airport badge
Approved vehicles (conventional engine)	Diesel or fuel driven vehicles moving on the airside	Number of vehicles	CHF 1'440.--/vehicle
Approved vehicles (gas or electrical engine)	Gas or electrical driven vehicles moving on the airside	Number of vehicles	CHF 1'200.--/vehicle
Vehicle access	Vehicles that go via gates from land to airside and vice versa.	Gate stickers	CHF 1'200.--/vehicle

All amounts above apply exclusively to the constant usage of the airport infrastructure. Fees for the issuance of airport badges and for temporary airport badges / access are imposed separately.

**2 Usage of centralized infrastructure**

Fees for the utilization of centralized infrastructure (see Operations Regulations of Zurich Airport, annex 1, art. 7) are set separately for the respective centralized infrastructure.

**2.1 Apron, handling positions, supply areas and deposit space**

**a) Exclusively utilized areas**

Fees for exclusively utilized areas are imposed on basis of the following units and criteria.

The imposition of these airport user fees is suspended as from January 1<sup>st</sup>, 2007.

Criterion	Definition	Unit	Airport user fee p.a.
Exclusively utilized airside area (for ground handling)	Exclusively utilized area for ground handling activities	area balance	CHF 180.--/m <sup>2</sup>
Exclusively utilized airside area (not for ground handling)	Exclusively utilized area for other than ground handling activities	area balance	CHF 120.--/m <sup>2</sup>

**b) Common areas**

There are actually no fees imposed for the common utilization of the apron, ground handling positions, supply areas and deposit space.

**2.2 Kerosene storage and underground fuelling infrastructure**

The utilization of the kerosene storage and the underground fuelling infrastructure are compensated by a throughput fee to be paid by the fuelling companies.

**2.3 Traffic co-ordination, aircraft guidance, disposition of gates and parking positions**

Traffic co-ordination by Flughafen Zürich AG, aircraft guidance and the disposition of gates and parking positions are included in the landing fees.

Traffic co-ordination by Skyguide is included in the approach charges (terminal navigation charges).

**2.4 Passenger bridges with integrated stationary ground power supply (400Hz), air condition and air supply**

The utilization of the energy supply facilities is regulated in the Operations Regulations of Zurich Airport and in AIP Switzerland. The fees are invoiced according to the valid price chart either via the handling agent or directly to the user.

**2.5 Toilet waste disposal station**

The utilization of the toilet waste disposal stations is invoiced to the user based on volume, as defined in separate contracts on the supply of utilities.

**2.6 Waste collection points on the apron**

The utilization of waste collection points on the apron is invoiced to the user based on volume, as defined in separate contracts on the supply of utilities.

**2.7 Deicing infrastructure (central aircraft deicing pads, deicing fluid storage, deicing fluid filling station, co-ordination)**

The utilisation of deicing pads is invoiced to the self handling companies and third party handling providers per deicing event, irrespective if the deicing has taken place on the deicing pad or on the aircraft parking position. The rate depends on the classification (ICAO Annex 14) of the aircraft to be deiced. The rate is newly fixed each year per January 1<sup>st</sup>. Starting from January 1<sup>st</sup> 2007, the rate amounts to:

Classification	A	B	C	D	E	F
CHF per event	100.-	100.-	200.-	300.-	400.-	500.-

In the determination of the fees, Flughafen Zürich AG considers the costs for refinancing and maintenance. Flughafen Zürich AG reserves the right to invoice its costs for refinancing and maintenance fully in coming periods. The fee for the following year will be announced latest by the end of March in the actual year.

The fees for the utilization of deicing pads are invoiced to the third party handling provider that is responsible for the respective airline.

## **2.8 Flight information system**

The utilization of flight information systems is regulated in separate contracts between users and Airport Technologies AG.

## **2.9 Communication media**

The utilization of communication media is regulated in separate contracts between users and APT Airport Technologies AG. This applies especially to the following communication means:

- trunking
- wireless lan
- network infrastructure including cabling

## **2.10 Baggage handling system**

The utilization of the baggage sorting system is regulated in a separate service level agreement with the ground handling service provider. Ground handling service providers pay a fee per departing passenger for the utilization of the baggage sorting system. The rate is defined in a separate price chart.

The fee for the utilization of other parts of the baggage handling system is included in the passenger charges.

## **2.11 Cargo handling system (shipment storage)**

The operation and the utilization of the cargo handling system are regulated in a separate agreement with Cargologic AG. Cargologic AG may charge a fee for the utilization of the cargo handling system.

## **2.12 ULD stacker, container storage**

The operation and the utilization of the ULD stacker and the container storage are regulated in a separate agreement with Cargologic AG. Cargologic AG may charge a fee for the utilization of the ULD stacker and the container storage.

### **2.13 Check-in counters and gate counters incl. CUTE**

The utilization of check-in counters and gate counters is regulated in separate agreements. For the utilization of CUTE, the conditions and prices of APT Airport Technologies AG apply.

The utilization of check-in counters for self check-in (CUSS machines, self service machines) is regulated in separate agreements between the users and APT Airport Technologies AG.

Flughafen Zürich AG reserves the right to implement new user concepts for check-in and gate counters.

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