



Explanatory note – Terms and Conditions of Use

This document sets out the terms and conditions of use (the “**Terms and Conditions of Use**”) that apply to Users (as defined below) of the Airport Facilities and Services (as defined below).

These Terms and Conditions of Use take effect as of 15 August 2021 and supersede all previous conditions.

A copy of these Terms and Conditions of Use can be provided upon request and/or is made available on our website at the following address <https://www.lyonaeroports.com/guide-des-redevances>.

The Airport Operator reserves the right at any time to amend, vary or discharge these Terms and Conditions of Use upon giving notice to the Users.

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1. Definitions of terms and interpretation

1.1 Definitions of terms

In these Terms and Conditions of Use, the following words and expressions shall have the following meaning unless the context otherwise requires:

Aeronautical Charge	means each and any charge, fee, levy or other sum payable under these Terms and Conditions of Use and applicable law in accordance with Schedule 1
Affiliates	means, in relation to a Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct a Person or means that the Person detain shares in any company which is controlled directly or indirectly by the other Person.
Air carrier	means a Person (1) performing Commercial Air Transport Operations; or (2) who, at the material time, has the management or control of any Aircraft arriving at, parked at or departing from the Airport and includes the successors-in-title and assign(s) of each such Person.
Aircraft	means any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air.
Airport	means the Lyon-Saint Exupéry and Lyon-Bron Airports.
Airport Facilities and Services	and means the Aircraft movement, passenger processing and other general facilities and services provided by the Airport Operator to a User.
Airport Operator	means the French <i>société anonyme</i> Aéroports de Lyon.
Authorized Recipient	shall have the meaning ascribed to it at Section 4.
Business Day	means any day except any Saturday, Sunday or any day which is not legal holiday in France or any day on which banking institutions in France are authorized or required by law or other governmental action to close.
Charge	means each and any Aeronautical Charge, Other Airport Charge or any other charge, fee, levy or sum due by the User in consideration of the use of the Airport Facilities and Services under these Terms and Conditions of Use and applicable law.



Commercial Air Transport Operations	means any operation of Aircraft, to, from or at the Airport, for hire or reward, including delivery flights, pleasure flights, training flights, private jet flights and any other flights.
Confidential Information	means (i) any and all oral, written, printed, photographically recorded or electronically recorded information relating to any ideas, concepts, drawings, specifications, financial projections, documents, data, graphs, spreadsheets or copies, notes or extracts thereof or any other financial, technical, commercial and/or legal information received in writing, orally, visually, electronically, graphically or by any other means, from the Discloser or from any advisor appointed by the Discloser, in connection with the Airport, the Airport Facilities and Services or the Parties and/or their Affiliates (whether received prior to or after the entry into effect of these Terms and Conditions and including any information deriving from such Confidential Information), (ii) the terms of these Terms and Conditions of Use.
Contract	means any written agreement (including these Terms and Conditions of Use) made between the Airport Operator and the User or any permission or license granted by the Airport Operator to the User for the use of any Airport Services and Facilities.
Discloser	means a Party disclosing Confidential Information.
Dispute	means any dispute, controversy or claim arising between the Parties out of or in connection with these Terms and Conditions of Use, including any question regarding their existence, validity or termination.
Other Airport	means any Airport operated by an Affiliate of the Airport Operator or in which an Affiliate of the Airport Operator detains a capital participation.
Other Airport Charge	means each and any charge, fee, levy or other sum payable in consideration of the private use by the User of a property made available by the Airport Operator.
Party	means each and any of the Airport Operator and the User.
Payment Default	shall have the meaning ascribed to it at Section 2.4.
Person	means any individual, corporation, partnership, limited liability company, association, trust, unincorporated entity or other legal entity.
Recipient	means a Party receiving Confidential Information.
Section	means a section of these Terms and Conditions of Use.
Security Deposit	means a security deposit in cash (or, in lieu thereof, an unconditional bank guarantee issued by a bank acceptable to the Airport Operator in such form and on such terms that are acceptable to the Airport Operator) of an amount equal to the Airport Operator's reasonable

estimate of the Charges that the User is likely to incur over a three (3) month period and that shall be provided within ten (10) Business Days of the date of the Airport Operator's written request, it being understood that should a User place a Security Deposit in the form of a bank guarantee, the bank guarantee shall remain valid and effective for a period of at least one year and be renewed one (1) month before its expiry date.

Tax	means any tax (including VAT if applicable), levy, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
Terms and Conditions of Use	has the meaning ascribed to it in the explanatory note above.
User	means each and any Air Carrier Person using the Airport Services and Facilities.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

If the date on or by which any payment must be made under these Terms and Conditions of Use is not a Business Day, the payment must be made on or by the next Business Day.

In these Terms and Conditions of Use, unless the context requires or unless expressly agreed otherwise:

- (1) where the consent or approval of the Airport Operator shall be required under the Contract, such consent or approval may be given or withheld by the Airport Operator in its discretion and subject to such terms and conditions as the Airport Operator may deem fit to impose;
- (2) where pursuant to these Terms and Conditions of Use the Airport Operator has the right to execute or decide on any matter, the Airport Operator shall have the right to execute or decide on such matter in its sole discretion;
- (3) if the Contract shall comprise more than one (1) document (including these Terms and Conditions Use), the several documents forming the Contract shall be taken as mutually explanatory of each other and -
 - (i) the provisions of such documents shall prevail in the event of any contradiction or inconsistency between the provisions of such documents and these Terms and Conditions of Use unless regarding the Financial Matters, as described below in Section 2, for which these Terms and Conditions of Use shall prevail on any other financial matters stipulation provided for in any other document signed by the Parties; and
 - (ii) subject to sub-paragraph (i) above, in the event of any contradiction or inconsistency between the provisions of any document and the provisions of any other of such documents, the provisions of the document with a later date shall prevail;
- (4) any reference in these Terms and Conditions of Use:

- (i) to these Terms and Conditions of Use is a reference to these Terms and Conditions of Use as revised from time to time;
 - (ii) to any agreement or other document is a reference to that agreement or other document as revised from time to time; and
- (5) a word or expression used in any other document to be read in connection with these Terms and Conditions of Use shall have the same meaning as such word or expression defined in these Terms and Conditions of Use;
- (6) all agreements, stipulations, applications, orders, instructions, notices, requests, description, directions, declarations, permissions, consents and other communication required or permitted under the Contract to be made with or given to the Airport Operator shall be made or given in writing;
- (7) Notwithstanding Section 1.2 (6) above, any modification of this Terms and Conditions of Use or of the Contract made by the Airport Operator shall become enforceable three (3) months after notification of such modifications by the Airport Operator. Following this notification, the Airport Operator shall consider in good faith any proposals, comments or questions raised by any User within the three (3) months period, regarding these modifications.
- (8) any phrase introduced by the expressions "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms and
- (9) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include any other gender.

2. Financial Matters

2.1 General

The User must pay the Airport Operator any Charge due for using the Airport Facilities and Services. The User must also pay for any supplies, services or facilities provided to it or to its Aircraft at the Airport by or on behalf of the Airport Operator at the rates determined by the Airport Operator.

Payments shall be made without deduction of any kind, including Tax. If the applicable law requires any Tax to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to the Airport Operator as if no such Tax had been imposed.

The User shall not, in respect of any claim it may hold against the Airport Operator or otherwise, make any set off against or deduction from the Charges provided for in these Terms and Conditions without the express written consent of the Airport Operator. Unless authorized otherwise by the Airport Operator, the User must pay such Charges in full pending resolution of any such claim.

Without prejudice to the Airport Operator's other payment rights and powers in these Terms and Conditions of Use, the Airport Operator may set off any sums received from the User against any sum due by the User under or in relation to the Contract.



The Airport Operator shall at all times be entitled to withhold any amount(s) due to the User against any amount(s) owed by the User to the Airport Operator.

Acceptable methods of payment are wire transfers, checks, cash and credit cards.

The User shall promptly inform the Airport Operator if one or more of the following events occur:

- Should such User become insolvent,
- should any Affiliate of such User become insolvent, whether it is located in France or abroad,
- should such User commit any act of bankruptcy,
- should a receiving order be made against such User,
- should an order or resolution whether voluntary or compulsory be made or passed for the purposes of an administration of such User,
- should such User enter into liquidation or become otherwise unable to pay its debts,
- should such User make any assignment of its assets for the benefit of or any arrangement or composition with its creditors.

In such circumstances, the Airport Operator may withdraw any term of payment granted to the User as stated in Section 2.2.2 Deferred payment.

2.2 Terms of payment

2.2.1 General Term of payment

The Aeronautical Charges shall become due on the day they were incurred and shall be payable to the Airport Operator on demand as soon as the service has been performed and in any event before the relevant Aircraft departs from the Airport.

The Other Airport Charges shall become due and payable by the User before the date indicated on the relevant invoice and shall in any event be paid within fifteen (15) days of the invoice's date.

2.2.2 Deferred payment

It is agreed between the Parties that the provisions of this Section 2.2.2 shall only apply to Aeronautical Charges, at the exclusion of any other Charge.

Users who wish to be afforded a Deferred Payment should make an application in writing to the Airport Operator and make available information that the Airport Operator may require, including but not limited to:

- Latest annual financial statements, including the balance sheet, income statement, and cash flow statements, and any notes detailing these documents

- Four latest quarterly financial statements, also including the aforementioned documents

In the event that the User refuses to provide the information requested in order to obtain a Deferred payment, the Airport Operator will apply the General Term of payment to the User and will not grant any Deferred payment.

The Airport Operator shall analyze such data provided by the User in order to evaluate its financial health, the risk of Payment Default and decide accordingly whether a Deferred payment can be granted to the User. The Airport Operator's methodology of analysis is based on the criteria detailed in Schedule A. Granting a Deferred payment shall be at the discretion of the Airport Operator.

The Airport Operator shall notify its decision in writing to the User one (1) month before applying it. If the User does not receive such notification, the User shall pay its charges according to the General term of payment described in Section 2.2.1.

If the Airport Operator notified that a Deferred payment is offered to the User, it shall mean that any Aeronautical Charge shall be paid within fifteen (15) days of the invoice's date.

The analysis of the User's financial health will be performed regularly by the Airport Operator. As such, the User shall communicate quarterly the above-mentioned documents and any other document requested by the Airport Operator at any time. At any time, the User is entitled to ask the Airport Operator to reexamine its financial situation in order to benefit from a Deferred payment. Nevertheless, the Airport Operator decides if the User is entitled to benefit or not from a Deferred payment.

After reexamination of the financial health of the User at any time, the Airport Operator may withdraw any Deferred payment granted to the User and apply to him the General Terms of payment described in Section 2.2.1.

In such case, the Airport Operator undertakes to notify the User of such change one (1) month before applying the General Terms of payment.

Nevertheless, at any time if the User's financial situation is considered critical¹ by the Airport Operator, who decides if such situation occurred, the Airport Operator may immediately decide to withdraw any Deferred payment and immediately apply to the User the General Term of payment. The Airport Operator will promptly notify such decision to the User.

The User may request a justification of the decision taken by the Airport Operator within one (1) month after notification. If requested by the User within one (1) month after notification of the change in the terms of payment, the Airport Operator and the User shall discuss in good faith potential alternative terms of payment. In particular, the User may provide the Airport Operator such additional guarantees to provide comfort to the Airport Operator with regards to its solvency.

¹ A financial situation can be assessed as critical in the following situations (non-exhaustive list): payment default on airport charges, or any other financial obligation, low level of cash, high leverage, low profitability, bankruptcy/restructuring

2.3 Payment guarantees

Notwithstanding Section 2.2 above, the Airport Operator may, at any time and from time to time, require the User to provide a Security Deposit.

The amount of the Security Deposit given by the User shall cover the equivalent of three (3) months of Charges owed by the User.

The Airport Operator may from time to time review and revise the amount of the Security Deposit requested to the User when Charges incurred by the User may increase (for example, when the User's level of traffic at the Airport increases).

The additional Security Deposit shall be placed by the User with the Airport Operator within ten (10) Business Days of the demand in writing of the Airport Operator.

The Airport Operator shall at any time apply against the Security Deposit any debts owed by the User to the Airport Operator including but not limited to, any Charge overdue for payment under the Contract.

Once the Airport Operator has used the Security Deposit to obtain payment of any Charge referred to above, the Security Deposit shall be replenished. In such case, the replenishment shall correspond to an estimation of the Charges that will be due by the User within the next three (3) months.

Failure for the User to comply with these requirements may lead to immediate acceleration of the User's debt toward the Airport Operator and as such withdrawal of any Deferred payment granted.

Any Security Deposit paid pursuant to this Section may be returned to the User if:

- (i) the User ceases operations at the Airport, provided that all debts owed to the Airport Operator are settled in full; or
- (ii) No Charges remains unpaid and the User's financial health is considered as satisfactory by the Airport Operator.

The User acknowledges and agrees that the Airport Operator may also, at any time and from time to time, request a parent company guarantee by an Affiliate of the User to secure the obligations of the User under the Contract. Among the guarantees that may be requested from the parent company or any Affiliate, the Airport Operator can in particular ask for a first-demand guarantee or a solidarity commitment regarding the User's debt. This term is a substantial condition of the Airport Operator's consent for the use of the Airport Facilities and Services.

2.4 Payment Default

2.4.1 General

If, due to any reason other than the default of the Airport Operator, the User does not pay in full any sum due to the Airport Operator in respect of the use of any Airport Facilities and Services within such period as permitted by the Airport Operator, the User shall be deemed to be in "**Payment Default**" and shall be liable for the following:

- (i) interest on such sum due at the semi-annual European Central Bank key interests rate plus 10% (article 441-10 of the French Code of Commerce), which interests shall accrue on a day to day basis from the date falling immediately after the due date for payment to the date of actual payment in full of such sum; and
- (ii) a lump-sum penalty of 40 (forty) Euros, it being understood that an additional compensation may be requested should the the costs and expenses incurred by the Airport Operator to recover such sum and interests exceed the lump-sum referred to above., as evidenced by documentary proof. (

If a User is in Payment Default then the Airport Operator may decide that:

- the User's debt to the Airport Operator is accelerated and
- any Deferred payment granted under the Contract as per Section 2.2.2 above is withdrawn and
- any incentives scheme is suspended and
- the Security Deposit is applied against the debts owed by the User to the Airport Operator as described in Section 2.3 above is exercised.

Any variation to the payment requirements shall be communicated to the User in writing (by email or by letter) and, where there is a difference, shall supersede and take precedence over any payments terms that may be set out in an invoice or otherwise.

Where payment has not been made for any specific service, the Airport Operator reserves the right to withdraw the access to, or cease providing, the service which has not been paid for, in accordance with article 1219 of the French civil code. Such suspension of the services provided shall continue until full payment of the debts owed by the User.

If, as a result of the performance of such suspension provided for in article 1219 of the French civil code, the User considers to endure damages and / or the Airport Operator were to incur liability, such liability would in any case be limited in amount to the value of the Charge for which the suspension had been invoked.

2.3.2 Protective measures

In the event of Payment Default, the Airport Operator may, after having sent a letter with acknowledgement of receipt to the User to perform its obligations within a certain timeframe, enforce protective measures against any of the User's assets and in particular against any aircraft in accordance with the French civil enforcement procedures code or with article L. 6123-2 of the French transportation code.

The User acknowledges and agrees that such enforcement measures may be carried out:

- against any aircraft operated by the User or any Affiliate of the User,
- by the Airport Operator, or any of its Affiliates or by any Other Airport, for any Charge due to the Airport Operator or to any of its Affiliates or any Other Airport.

If, as a result of the performance of such protective measures, the User considers to endure damages and / or the Airport Operator were to incur liability, such liability would in any case be limited in amount to the value of the Charge for which the protective measures had been performed.

2.3.3 Delegation

The Airport Operator may claim any sum due by the User to any Other Airport which is the debtor of such User in accordance with articles 1336 and following of the French civil code and under the terms and conditions of this Section.

It is specified that in application of these provisions : (i) the Airport Operator, acting in its capacity of delegatee (*délégataire*), does not discharge the User, acting in its capacity of delegator (*délegant*), from its obligations and is therefore in the presence of two debtors (the User and the Other Airport) and can claim the payment to anyone of them ; (ii) the Other Airport, acting as delegate (*délégué*), will be discharged proportionally to the User if it pays the Airport Operator.

Under no circumstances may the User be considered to be discharged of its due debt toward the Airport Operator by such delegation. The payment by the User or the Other Airport shall discharge the Other Airport to the same extent.

The User acknowledges that such delegation may also be carried out with any other airport or debtor of the User, subject to obtaining such airport or debtor's agreement.

3. Assignment and Transfers

The User shall not transfer or assign its rights or obligations and liabilities hereunder without the prior written consent of the Airport Operator.



The User acknowledges and agrees that the Airport Operator may transfer or assign to its Affiliate or any other third party any claim it holds against the User under the Contract.

4. Confidentiality

Each Party shall keep the Confidential Information strictly confidential and shall not disclose it to any third party other than:

- to its professional advisors, Affiliates, and to its and/or its Affiliates' directors, officers, employees or advisors on a need-to-know and confidential basis (the "**Authorized Recipients**");
- where required by (i) the law or regulation of any jurisdiction to which such Party is subject; (ii) any securities exchange commission; (iii) any court of competent jurisdiction; or (iv) any competent judicial, government or regulatory body, and, in each case, the relevant Party shall (unless prevented by law) promptly notify the other Parties of that requirement. The Discloser will only disclose Confidential Information to the extent it is so required to do so and shall disclose only that portion of the Confidential Information which is legally required and shall endeavour to ensure that any such disclosed Confidential Information will be accorded confidential treatment;
- where information needs to be disclosed by a Party in legal proceedings for the sole purpose of and to the extent strictly required to enforcing its rights under these Terms and Conditions of Use; and
- where the Discloser has given prior written approval to such disclosure.

The obligations set out in this Section 4 shall not apply to any information which (i) is provided to the Parties by the governmental or the regulatory body having jurisdiction over the Airport under any contractual arrangement with the Airport Operator or under applicable law (or on its behalf), (ii) is already in the possession of the Recipient, provided that such information is not known by the Recipient to be subject to an obligation of confidentiality owed to the Discloser, (iii) is or becomes generally available to the public other than through a breach of these Terms and Conditions of Use by the Recipient, or (iv) comes into the possession of the Recipient from a source which is not known to the Recipient to be subject to an obligation confidentiality owed to the Discloser.

No Party shall be entitled to use the Confidential Information for purposes other than in connection with these Terms and Conditions.

Each Party shall and shall cause its Authorized Recipients to return to the relevant Discloser on its request, or use all reasonable endeavours to destroy, any document (including any note, analysis or memorandum and any document stored in electronic form) containing Confidential Information provided by or on behalf of such other Party, save as may otherwise be required under any applicable law, rule or regulation.

Each Party shall cause its respective Authorized Recipients who receive Confidential Information to be aware of and adhere to the terms of this Section 4.

The obligations with respect to Confidential Information shall survive termination of these Terms and Conditions for a duration of 12 (twelve) months.



5. Governing Law – Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of France.

Any Dispute shall be referred to each Party's respective senior management for resolution through good faith negotiations.

If any such Dispute cannot be so resolved by senior management within twenty (20) Business Days after referral by a Party of a notice to this effect the other Party, then such Dispute shall thereafter be finally **submitted to the exclusive jurisdiction of the Commercial Court of Lyon (Tribunal de commerce de Lyon).**

SCHEDULE A - Methodology of credit analysis

The Airport Operator's methodology of credit analysis is based on a credit rating tool developed internally, and which evaluates:

- The airline's business model (criteria among others are: market share, operational efficiency, stability and experience of the airline's management);
- The airline's financial health, based on the calculation of the following (among others) financial ratios: EBITDA Net Interest Coverage, Funds from Operations to Debt, Debt to EBITDA, Level of liquidity.

This methodology and particularly the weighting of each criteria may change over time.

The calculation of these financial ratios is performed annually and quarterly, and are based on the airline's annual and quarterly financial statements.