



## COURTESY TRANSLATION

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**Contract no. .... for the recognition to the Carrier of the corresponding compensation due for the performance of the obligations arising from the Expression of Interest for joining the SAF Support Program at the Milan Linate and Milan Malpensa Airports - promoted by SEA for the year 2023.**

### WHEREAS,

- the undersigned (hereinafter SEA) and your company (hereinafter Carrier), collectively referred to as Parties, define the mutual obligations relating to the services set out in this agreement (hereinafter Contract), in accordance with the discipline expressed hereunder;
- SEA has built and manages the Milan Linate and Milan Malpensa airports in accordance with Law no. 194 of 18.4.62 and Convention no. 191 of 7.5.62, as amended by the S.E.A./ENAC agreement of 4/09/01, which extended the private regime of the Milan airport system until 4.05.2041, a deadline further extended to 4.05.2043 by article 202, paragraph 1 bis, of Decree Law no. 34/2020;
- SEA strongly supports policies and initiatives for the decarbonization of the aviation sector, in line with the global Net Zero 2050 objective and with specific sectoral programs at international and national levels, including the National Airports Plan and ACI's Airport Carbon Accreditation program;
- SEA has entered into a Framework Agreement with ENI, which allows airlines operating scheduled, charter and/or cargo traffic at Milan Linate and Malpensa airports to refuel with Jet A1 fuel, including a quota of Sustainable Aviation Fuel (hereinafter SAF), at the said airports (hereinafter Carriers);
- on XX.XX.2023, SEA launched an Expression of Interest, published at <https://seamilano.eu/business/it/b2b/fornitori/portale-gare> aimed at promoting a SAF Support Program to encourage Carriers to refuel and use SAF;
- the Carrier responded positively to the Expression of Interest, thus making itself available to comply with the obligations arising from the SAF Support Program for the year 2023. To this end, it has informed SEA of the amount of SAF it intends to draw from SEA's fuel depots for each sub-period of the reference year;



- the Carrier declares that it is aware of and undertakes to comply with the laws, regulations, conventions and ordinances governing airport activities, including the movement of people and/or vehicles, as well as SEA's obligations to the State Administration regarding service continuity and airport management;
- this Contract regulates the terms and conditions for the recognition of compensation in return for the Carrier's compliance with its obligations arising from its participation in the SAF Support Program, as set out in Article 3 hereof;
- the Carrier holds all licenses and/or authorizations required by the laws and regulations of its country of origin to carry out its activities;
- for everything not expressly provided for in this Contract, reference is made to the provisions of the Civil Code.

In light of the foregoing,

**IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS:**

**1) Preamble**

The preamble forms an integral and substantial part of the Contract.

**2) Contractual documents**

1. The following documents are an integral part of this Contract:
  - Terms and Conditions - Supply Contracts rev. 0 (core business contracts' clauses) and related sub-attachments (Attachment "A" - Electronic Invoicing Instructions, Attachment "B" - Privacy Notice) <https://seamilano.eu/business/it/b2b/fornitori/documentazione-contrattuale> where the terms "Appaltatore" and "Fornitore" are to be understood as equivalent to Carrier, and the term Committente equivalent
  - Expression of Interest Form for the SAF Support Program - year 2023.
2. In case of conflicting interpretations due to discrepancies among the aforementioned documents, the Carrier shall comply with the Contract and other contractual documents in the order indicated above.
3. In the event that the same contractual document prescribes alternative or conflicting performance requirements, the Carrier shall perform the obligations according to SEA's choice.

**3) Subject**

1. The Contract concerns the recognition by SEA of a compensation to the Carrier, in return for the Carrier's commitment to using the SAF, taken from the fuel deposits located at the airports of Milan Linate and Milan Malpensa. This compensation is recognized exclusively within the maximum limits of the quantities declared in the Expression of Interest Forms referred to each sub-period, subject to the allocation among the



carriers adhering to the SAF Support Program according to the modalities indicated in art. 3 above.

2. The Contract does not constitute any exclusive obligation in favor of the Carrier.

#### **4) Validity**

1. The Contract shall be effective from the date of signature until [●] 2023. If the Carrier, who signed the Contract for the first sub-period, expresses interest in being recognized by SEA also for the second sub-period of 2023, from September 1, 2023, to December 31, 2023, by submitting the relevant Expression of Interest Form for the SAF Support Program - year 2023, the validity of the Contract shall be extended, under the same terms and conditions, to the aforementioned sub-period.

2. If the Carrier did not adhere to the first sub-period of the SAF Support Program, it is still possible to sign the Contract for the second sub-period.

#### **5) Compensation**

1. In consideration of what is declared by the Carrier in the Expression of Interest Form for the SAF Support Program - year 2023 and, in any case, in accordance with the allocation modalities indicated in art. 3 of the SAF Support Program, SEA recognizes to the Carrier, as an all-inclusive sum for the obligations assumed by the Carrier, the amount of Euro ..... (.....), plus VAT if due, corresponding to a quantity of SAF equal to ..... tonnes.

2. In case of extension of the duration of the Contract to the second sub-period of 2023 or if the Carrier adheres only to the second sub-period, SEA will recognize the corresponding amount to the Carrier.

#### **6) Invoicing Methods - Payments**

1. The invoicing of the compensation will take place in a single document issued by the Carrier at the end of the sub-period, after SEA has verified and approved adequate documentation proving the actual supply of SAF carried out by the Carrier at the airports of Milan Linate and Milan Malpensa, in accordance with what is provided for in art. 3 of the SAF Support Program.

2. With regard to the article "Pagamenti - Cessioni" of the Terms and Conditions, payment of the amounts indicated above shall be made 30 days from the end of the invoice month.

#### **7) SEA Obligations**

1. In relation to the characteristics of the contractual performance and what is provided for in the article "Oneri della Committente" of the Term and Conditions, the following obligations are at the expense of SEA:

- appointment of the Director of Contract Performance

2. In relation to the peculiarity of the performance object of the Contract, the charges referred to in Article " Oneri della Committente" of the Terms and Conditions from letter "a" to letter "e" do not apply.



### **8) Carrier's Charges and Obligations**

1. In addition to the charges specified in the "Oneri e obblighi dell'Appaltatore" article of the Terms and Conditions, the following additional charges are fully borne by the Carrier:

- the obligation to provide the documentation referred to in the previous article as proof of the actual use of SAF quantities in each sub-period;
- any other charge, even if not expressly mentioned in the Contract or in the related attachments, necessary for the execution of the Contract.

2. In relation to the peculiarity of the performance object of the Contract, the charges referred to in the " Oneri e obblighi dell'Appaltatore" article of the General Contract Conditions from letter "c" to letter "hh" do not apply.

### **9) Carrier's Representative**

In relation to what is provided for in the "Rappresentante dell'Appaltatore" article of the Terms and Conditions, the Carrier will be represented, for all purposes, in its relations with SEA, by Mr. ....

### **10) Contract Execution Director**

In relation to the " Direttore dell'esecuzione del Contratto" article of the Terms and Conditions, SEA appoints the person responsible pro tempore for the Quality & Client Management Division as its Contract Execution Director.

### **11) Inapplicability of Terms and Conditions clauses**

Due to the peculiarity of the subject of the Contract, the following provisions of the Terms and Conditions do not apply:

- Price adjustment
- Delivery conditions
- Delivery times - testing
- Variations
- Technical-professional suitability of the contractor
- Warranty
- Personnel employed in the Contract
- Minimum environmental criteria
- Insurance policies
- Performance bond
- Subcontracting
- Construction Site Management
- Deliverables - Patents - Copyrights and other usage rights
- Contractor's liability
- Force majeure
- Withdrawal
- Termination
- Environmental and Energy Management System
- Single Risk Assessment Document



- Airport Regulations
- Compliance with airport regulations
- Information security – Cybersecurity

**12) Approval - Essentiality of Clauses**

1. The Carrier declares to know and approve all the conditions and clauses provided for in the Contract and in its attachments, which are an integral part thereof.
2. The Carrier must provide acceptance of the contents of the Contract by sending the attached letter, signed by the Legal Representative/Proxy, to SEA no later than ten days from the receipt of the Contract.

Best regards.



Società per Azioni Esercizi Aeroportuali – SEA-  
Supply Chain  
Milano Linate Airport  
20054 Segrate (MI)

**Contract no. .... for the recognition to the Carrier of the compensation due for the fulfillment of the obligations deriving from the Expression of Interest for the adherence to the SAF Support Program at Milan Linate and Milan Malpensa airports – promoted by SEA for the year 2023**

**Acceptance**

In relation to the assignment in our favor of the activities referred to in the above-mentioned Contract, we hereby express formal and unconditional acceptance of the contents of the same, which we will carry out within the terms and methods indicated therein.

Stamp and signature of the Legal Representative/Proxy\*

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, we specifically approve the clauses contained in the following articles:

**Terms and Conditions**

Code of ethics and anti-mafia regulations

Stamp and signature of the Legal Representative/Proxy\*

\*Please attach appropriate power of attorney if the acceptance letter is signed by a Proxy.