

General conditions for sale of services

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1. INTRODUCTION

1.1 These general conditions of sale (hereinafter the **"Conditions"**) apply to all products/services purchased through the website <u>www.bologna-airport.it</u> or through the app BLQ - Bologna Airport managed by Aeroporto Guglielmo Marconi di Bologna S.p.A. (jointly referred to as the "eCommerce Platforms"). The customer (hereinafter the **"Customer"**) is requested to carefully read these Conditions which refer, respectively, to: paragraph 2, parking in airport car parks, paragraph 3, VIP Lounges, paragraph 4, Airline ticketing, (hereinafter the **"Services"**). The Customer is also asked to carefully read paragraphs 5 to 10, which apply to all Services.

1.2 The eCommerce platforms are owned by Aeroporto Guglielmo Marconi di Bologna S.p.A. with registered office in Via Triumvirato 84, 40132 Bologna (BO), share capital € 90,314,162.00 fully paid up, registered with the Register of Companies at the Chamber of Commerce of Bologna, Economic and Administrative Index (REA) no. 268716, Tax Code and VAT reg. no. 03145140376 (hereinafter "**AdB**"). The Customer is in any case required to comply with all the provisions contained in these Conditions.

1.3 AdB reserves the right to modify these Conditions at any time, without prior notice, it being understood that the Customer's purchase, validated by AdB, in accordance with the provisions defined below, is governed by the conditions in force on the day of making the purchase. The updated Conditions are always available in their full version on the eCommerce Platforms. These Conditions apply only to purchases of the Services made through the eCommerce Platforms. These Conditions must be read and are understood to be approved in all parts before the Customer completes the purchase transaction.

1.4 For any need related to the purchase of the Services on the eCommerce Platforms, the Customer can contact AdB by filling in the dedicated form, available on the eCommerce Platforms, under the section "I need help> <u>MyBLQ reports, complaints and assistance</u>", by selecting the item "I ask for MyBLQ assistance for online purchases".

2. CAR PARKS

2.1 The purpose of the service is the sale of car parking spaces at the Bologna Airport car parks.

The Customer, based on the instructions provided on the eCommerce Platforms, can purchase parking up to 24 hours before the time chosen for entry into the car park. Entry to the purchased car park space can be made, with respect to the entry time indicated at the time of purchase, up to 3 hours in advance.



2.2 The booking confirmation is sent by AdB by email to the email address indicated by the Customer. This confirmation message will contain (i) a reservation code (QR Code), which must be positioned (via smartphone or a printout) under the reader of the entrance column of the chosen car park. Keep the QR code in place until it has been completely read, and the relevant ticket is automatically issued. The issued ticket must be carefully stored by the Customer to exit the car park. Entry to the chosen car park is guaranteed to persons with a QR code even if, at the time of entry, the "car park full" indication appears. If assistance is required, contact the service operator using the intercom button marked with the telephone handset symbol installed on the car park entrance column. Once inside the car park it is possible to park in any of the available spaces. AdB reserves the right to direct the Customer to a different car park, of the same or higher category.

2.3 With a separate communication, AdB will send the Customer an email summarising the purchase made, indicating an order number. In addition, the Customer will receive a confirmation of the transaction from the payment system appointed by AdB.

2.4 In the event that an error occurs during the purchase procedure, the Customer will see an information notice on the screen notifying of failure to complete the purchase.

2.5 The parking fees are published on the eCommerce Platforms. The tariff applied by AdB to the Customer will be the one indicated at the time of purchase. Longer parking periods than those chosen at the time of purchase will be charged to the Customer on the basis of the rates in force and must be paid by the Customer when leaving the car park. Payments made through online transactions will not be refunded and are not refundable if the Customer parks for a shorter period than the parking period selected.

2.6 All tariffs published by AdB are indicated in Euro and include VAT. Once in the car park, the Customer accepts the conditions of use indicated in the regulations displayed at the entrance to the car park.

2.7 The Customer acknowledges that it is necessary to reach the car park well in advance of the flight check-in time. The Customer must also consider adequate time to reach the Passenger Terminal building from the car park. It is also important for the Customer to consider the time necessary to find the free parking space inside the chosen car park, remove the baggage from the car, lock the car, continue to the Terminal and carry out any further necessary operations. In the event that the Customer uses a remote car park that is inclusive of the shuttle service to/from the Terminal itself, he/she must take into account the waiting time for the shuttle and the time necessary to reach the Terminal. The Customer assumes full and exclusive responsibility for calculating the time required to enter the car park and continue from the car park to the Passenger Terminal and to arrive



at the airport well in advance of the check-in time of his/her own flight. AdB declines any liability if the time required to carry out the aforementioned transactions is prolonged due to particular circumstances or heavy traffic.

2.8 Customers equipped with a Telepass device or other electronic toll system, in order to avoid an additional charge of the parking fee, must not use the Telepass lanes or, where these are not present, should disable the relative device by using the appropriate container provided by Telepass or to deactivate the parking service through the Telepass app or the app of another electronic toll operator; these transactions must be carried out by the Customer before approaching the lanes that use the aforementioned payment system. AdB will not be liable for any further charges made by Telepass for non-compliance with these requirements/warnings.

2.9 CANCELLATION OF RESERVATION AND REFUNDS

a. The Customer may cancel their reservation and obtain a refund for the amount already paid by sending communication to this effect no later than 24 hours before the start of the parking purchased.

AdB will not provide reimbursements for services used with a shorter duration than that indicated by the Customer at the time of purchase.

b. AdB will provide reimbursements for services not used or partially used, without time limits, only in the limited cases listed below:

- malfunctioning of AdB systems or equipment;
- closure of Bologna airport;
- double payment, for the same service used, due to the incorrect method of access by the Customer, with respect to the instructions received on the parking space reservation confirmation (AdB will refund the lowest rate).

c. On a customer's request, AdB will issue a voucher for the same amount of the parking service not used for the customer, in cases of cancellation or diversion of a flight departing from Bologna airport. This voucher will have to be used within 1 year from the date of issuance and cannot be reimbursed.

If the above-mentioned reasons apply (sub b. and sub c.), the Customer shall have 6 months from the time it did not use the car park, or from entry into the car park in the event of double payment, to request the issue of a voucher or the refund of the price paid. No cash refunds can be made.



Requests for refunds and/or cancellations must be sent to AdB by filling in the dedicated form, available on the eCommerce Platforms, under the section "I need help> <u>MyBLQ reports, complaints and assistance</u>", by selecting the item "I need MyBLQ assistance for online purchases".

Refund and/or cancellation requests that are submitted according to methods and terms that are different from those described above will not be taken into consideration.

3. MARCONI BUSINESS LOUNGE (MBL)

3.1 Customers wishing to access the AdB VIP Lounge (known as MBL) must:

- show their ticket to the airport staff in the lounge for appropriate validation (by way of example but not limited to, in addition to entrance tickets, frequent flyer cards and boarding passes will entitle the user to access, depending on the different policies applied by the airlines)
- as well as on the eCommerce Platforms, the access ticket can also be purchased in the lounge, by requesting it from the staff present, with payment by POS or Credit Card.
- all prices are indicated in euros and include VAT
- access to the lounge is allowed during the relevant opening hours, which can be consulted in <u>the</u> <u>dedicated section of the website</u> and will allow the use of the services present therein.
- To ensure the ultimate Lounge comfort, the lounge cannot be accessed with hold luggage.

3.2 The correct conclusion of the booking is confirmed by AdB by sending a communication to the email address provided by the Customer during the booking phase. This confirmation message will contain (i) a reservation code.

3.3 With a separate communication, AdB will send the Customer an email summarising the purchase made, indicating an order number. In addition, the Customer will receive a confirmation of the transaction from the payment system appointed by AdB.

3.4 In the event of an error during the purchase procedure, the Customer will see a notification on screen regarding the failure to complete the purchase.

3.5 The purchased tickets are not redeemable but can be used within 1 year of purchase.



3.6 The services offered by Marconi Business Lounge include the use of an access point reserved for security checks (Fast Track). The Customer will be duly directed by the staff on duty to the dedicated internal or external gate, depending on operational needs.

3.7 The internal gate allows the use of a security filter that is different from the normal route of departing passengers.

3.8 The external gate allows access to the area in front of the security filters, using a dedicated entrance, which is different from the normal route of departing passengers. After access, the passenger must go to one of the available security filters.

3.9 The passenger is required to comply with the security regulations in force at the airport and the carrier's policy in relation to the transport of hand baggage.

3.10 AdB shall in no way be liable in the event of missed flights due to late arrival at the gate. AdB will also not be liable in any way if the passenger is refused access to the boarding area for failure to comply with the security regulations and the carrier's policy in relation to hand baggage.

3.11 AdB may not be held liable in any way in the event of inconveniences that passengers may suffer as a result of contingent causes leading to a possible high number of users of the Fast Track service.

3.12 In the event of temporary unavailability of services due to contingent causes (e.g. breakdown of equipment or facilities, etc.), and in any other case beyond its will or control, AdB shall do everything in its power to restore regular operation, taking steps, as far as possible, to minimise inconvenience to passengers. Failure to use the services will not entitle the passenger to make claims for reimbursement or compensation for damages.

3.13 AdB declines all liability with regard to any damage caused by passengers during the use of the services.

3.14 The Customer is strictly responsible for the personal property he/she places in the VIP Lounge. AdB is expressly exempted and indemnified by the Customer from any liability in respect of any theft of or damage to such goods.



4. AIR TICKET OFFICE

The AdB ticketing service can be used online through the website <u>www.bologna-airport.it</u> or through the "Call Centre" at 051/6479697, which is active on the days and times indicated on the <u>Telephone ticketing</u> page of the AdB website. The use of the ticketing service is permitted only upon acceptance of these Conditions.

4.1 THE CONTRACT

By accepting these Conditions, the Customer acknowledges and accepts that AdB acts exclusively as an intermediary, between the Customer and the airline, for all services offered through the Website or through the Call Centre. The transport contract is concluded directly between the Customer and the chosen airline.

Calls to the Call Centre are recorded for security and service improvement purposes. The continuation of the call by the Customer represents consent to the processing of his/her personal data and to the provision of the requested service. Any interruption of the call does not allow the service to be provided by telephone.

"Reservation" means any order of products placed by the Customer on the Website or through the Call Centre. The acceptance of the order (and the conclusion of the contract) will take place when the Customer receives a confirmation email. Any booking request made through the Website or Call Centre is considered binding and therefore, if the booked ticket is available, the Customer is required to purchase the ticket.

4.1.1 Airline sales conditions

The travel terms and conditions of the airlines apply in addition to these Conditions. The conditions applied by the airlines may include provisions relating to payment methods, modification or cancellation of the reservation, administrative costs, taxes and refunds (if applicable), etc.

AdB invites the Customer to directly consult the travel terms and general conditions of the chosen airline, taking into account that they must be fully respected.

Airline tickets must be used in the order envisaged in the travel itinerary purchased by the Customer: failure to use the first leg of the journey could result in the invalidation of subsequent segments.

In particular, AdB reminds the Customer, in particular, to arrive at the airport for check-in at least 90 minutes before departure for international flights and 60 minutes for domestic flights. Some airlines also require that the return flight be reconfirmed at least 72 hours before departure. Failure to reconfirm the flight by contacting the chosen airline directly, may result in the cancellation of the purchased air ticket.



4.2 DELIVERY OF TRAVEL DOCUMENTS

4.2.1 Issue of Electronic Ticket (E-Ticket)

If the customer has used a credit card with an <u>additional security code</u> for the purchase, he/she will receive the flight ticket with the words "Issued Status" by email.

AdB reserves the right, for security reasons, to carry out additional checks and, if necessary, to cancel the ticket in accordance with the company rules, within 48 hours.

If the customer uses a credit card without the aforementioned security code for the purchase, he/she will receive confirmation by email of the reservation with the words "Active status of ticket not issued".

Within 48 hours, once the necessary administrative checks and procedures have been carried out and where the conditions are met, AdB will proceed with the issuance of the ticket by email.

In completely exceptional circumstances, independent of AdB's will and control, it may not be possible to issue airline tickets within 48 hours. In such cases, AdB will promptly inform the Customer and agree on an appropriate alternative solution with him/her.

AdB charges the Customer a fee for each electronic ticket issued.

AdB periodically activates commercial promotions that guarantee concessions with respect to the commission applied to particular categories of affiliated customers. These customers have access to the Website or the Call Centre through dedicated identification codes.

AdB also applies special discounts on collective and/or company purchases.

4.2.2 Delivery of tickets

To send the electronic ticket, an email address and a telephone number are required. The electronic ticket issued will be delivered to the email address provided. The Customer must present the electronic ticket at the check-in desk of the chosen airline, together with the identity document, indicated in the booking, to collect the boarding pass.

AdB is confident in the accuracy of the information provided, and therefore cannot be held responsible for non-delivery of the electronic ticket due to the inaccuracy of the email address or the incorrect installation of



the Customer's email program. It is the Customer's duty to promptly communicate any changes to the email address or telephone number provided.

4.3. CANCELLATIONS OR CHANGES TO THE RESERVATION

The Customer has the option of changing or cancelling the reservation made only if the general terms and conditions of the airlines allow it.

To this end, the Customer may contact our Customer Service by calling the number +390516479697 or send an e-mail to <u>biglietteriaonline@bologna-airport.it</u>.

AdB applies a fee for each change or cancellation requested. These amounts do not include any penalties or additional expenses envisaged by the airlines.

Following the purchase of low-cost airline tickets, AdB will provide assistance in terms of contacts for users to address in the event of changes and refunds.

4.4 PAYMENTS

The purchase of airline tickets through the Website or the Call Centre is permitted exclusively by means of the Customer's credit card. For some types of customers, payment by bank transfer is also permitted, based on specific commercial agreements.

In the event that the payment is made by means of credit cards of third parties other than the Customer, AdB will have the right to request appropriate guarantees from the holder regarding ownership and the right to use the card. In particular, in order to minimise the effects of fraud against credit card holders, AdB reserves the right to carry out random checks on online transactions; AdB may also request to receive a copy of the identity document of the credit card holder used and an account statement, before issuing the electronic ticket. AdB declines all liability for any abuse or misuse of the credit card used for the reservation on the Website or through the Call Centre and for any damaging consequences that may arise therefrom, including to third parties. Payment will be made by debiting the credit card at the time of issue of the electronic ticket.

The account statement for the credit card used will specifically show two separate charges resulting from separate transactions: one from the airline (air fare) and the other from AdB (commissions).



Any invoices of air tickets must be requested by the Customer directly from the chosen airline. AdB will only issue an invoice for the commissions charged, upon express request by the Customer.

In the sale of air tickets, the contractual relationship is established directly between the Carrier and the Customer (the person who purchases the air ticket). AdB acts exclusively as an intermediary for the sale of air tickets, a role that is **not relevant for VAT purposes**, since it does not in any event play a direct role in the provision of the air transport service. Therefore, AdB cannot issue an invoice for the collection of a fee for a service provided by the Carrier.

4.5. PASSPORT, VISA AND HEALTH REQUIREMENTS

The Customer is obliged to check that the name on his/her identity document matches the name entered in the booking form and shown on the electronic ticket.

It is also the Customer's responsibility to have a valid passport (generally with an expiry date equal to or greater than six months from the date of arrival, or digital passport for travel to the USA or other countries that require it) and to obtain the visas and health certificates required in the countries of destination or in those included in the travel itinerary.

AdB invites the Customer to inquire about the health and safety specifications relating to each destination, before embarking on the journey. (It is recommended to consult specialised websites such as <u>www.viaggiaresicuri.it</u>).

AdB declines all responsibility in the event of denied boarding or expulsion of the Customer from the country of destination, or from one of the countries included in the travel itinerary, for non-compliance with health and safety regulations.

4.6 COMMUNICATIONS AND COMPLAINTS

If the Customer has requests or complaints regarding the AdB ticketing service, he/she should contact the number 051/6479697 <u>during normal opening hours</u>, or write to us by filling in the dedicated form, available on the website, under the section I need Help> <u>MyBLQ reports, complaints and assistance</u>.



5. OBLIGATIONS OF THE CUSTOMER AND CONCLUSION OF THE PURCHASE

5.1 The Customer undertakes to view, carefully read and accept these Conditions, before purchasing any product/service.

The Customer uses the eCommerce Platforms through a web application, with a non-exclusive and temporary license, granted for use for the time necessary for the transaction. The Customer is prohibited from modifying, reusing, copying, disseminating, transmitting, reproducing, publishing, licensing or using, creating derivative works from, assigning or selling, or in any case using for purposes not inherent to the purchase transaction, the information, news, content, software and systems, products/services available via the eCommerce Platforms.

5.2 Any right of the Customer to compensation for damages or any indemnity - as well as any contractual or non-contractual liability of AdB - for direct or indirect damages to persons and/or property, caused by the non-acceptance, including partial, of a purchase order of the Customer by AdB, is excluded.

5.3 Each Customer assumes full responsibility for the truthfulness and completeness of the data communicated for: the purchase of the product/service, its execution, and the invoicing of the purchase. Furthermore, the Customer warrants that he/she is at least 18 years of age, and consequently has the necessary capacity to act pursuant to Article 2 of the Italian Civil Code, to access AdB's online services in accordance with these Conditions.

5.4 By placing the order, the Customer undertakes to comply with the instructions received by email during the booking/purchase process and to pay AdB the fee required for the chosen products/services.

5.5 The purchase must be considered concluded with the final email communication (based on the provisions of points 2.3, 3.3 and 4.2) that will be sent by AdB, to the email address provided by the Customer at the end of the booking/purchase process. The completed transaction and the debiting of the fee shall, at the same time, be notified by the banking system appointed by AdB to the email address provided by the Customer.

5.6 AdB may not process purchases that do not give sufficient guarantees of solvency or that are incomplete or incorrect. In these cases, AdB will inform the Customer that the purchase has not been carried out.

6. PURCHASE AND PAYMENT METHODS

6.1 For the payment of the fee, the Customer must follow the methods indicated in the individual paragraphs.



6.2 Payment may be made by Visa, Mastercard or American Express credit card: these can be used freely by the Customer without the application of additional surcharges by AdB. The financial information (for example, the credit/debit card number or its expiry date) will be forwarded, via encrypted protocol, to the banking system appointed by AdB to provide remote electronic payment services, without third parties being able to access them in any way.

With regard to the purchase of the Parking space pursuant to art. 2 and the MBL pursuant to art. 3, Payment can also be made through the Satispay payment system or via bank transfer (MyBank).

With regard to the purchase of airline tickets pursuant to art. 4, AdB reserves the right to request additional information from the Customer (e.g. landline phone number) or to receive copies of documents proving ownership of the credit card used. In the absence of the required documentation, AdB reserves the right not to accept the request to purchase the product/service.

This information will also be used by AdB exclusively to complete the procedures relating to the purchase and to issue the related reimbursements in the cases in which these are envisaged. Under no circumstances can AdB be held liable for any fraudulent or undue use of credit cards by third parties, upon payment of the Service purchased on the eCommerce Platforms.

6.3 If the purchase of the chosen product/service is not completed, AdB will ask the appointed banking system to cancel the transaction and release the amount committed. The release times for some types of cards depend exclusively on the banking system and may reach their natural expiry date (24 days from the date of authorisation). Once the transaction has been cancelled, in no case can AdB be held liable for any direct or indirect damages caused by delay in the failure to release the amount committed by the banking system.

6.4 The Customer who purchases online may request the issue of the relevant invoice only at the time of purchase. The invoice is issued only if all the mandatory fields of the form are correctly filled in.

Before completing the form, the Customer is required to ensure that he/she has:

- The data for the header of the invoice: Name, Surname or company name.
- VAT number or tax code.
- Address, house number, city, province and postcode.



The invoice is not available for the collection of the flight ticket as it refers, as already indicated in point 4.4, to the fee for a service provided by the Carrier (Mandate with Representation pursuant to art. 1704 of the Italian Civil Code and art. 3 of Italian Presidential Decree 633/72 on VAT).

7. TARIFF CATEGORIES

7.1 The Customer who chooses to purchase products/services on the eCommerce Platforms may have one or more tariff categories available at the time of purchase. The selection of the tariff and service chosen by the Customer implies the acceptance by the latter of the tariff rules applied and communicated to the Customer.

7.2 The Customer accepts that the fees for the provision of AdB's online services are non-refundable and, therefore, it will not be possible to cancel the reservation/purchase, nor to obtain a refund of the fee charged. Only with reference to certain types of online services, where applicable, does AdB grant the Customer the right to use a replacement product/service.

8. CLAUSES 231

8.1 Pursuant to and for the purposes of Italian Legislative Decree no. 231 of 8 June 2001, as amended, the Customer undertakes to read the contents of the Code of Ethics of Aeroporto Guglielmo Marconi di Bologna S.p.A. and the Organisational, Management and Control Model of the Company pursuant to Italian Legislative Decree 231/01 regarding administrative offence of the legal person dependent on a crime committed by directors, employees and/or collaborators and also guarantees, with the request for a Service, that he/she has not to date committed one of the offences covered therein.

8.2 The Customer undertakes to comply with the provisions governing the administrative liability of legal persons in this sense, with respect to both AdB and third parties and any collaborators, for activities that may in any way affect the performance of the services.

8.3 In particular, the Customer and AdB guarantee that in the performance of one of the Services requested, any behaviour likely to cause prejudice to the other party will be avoided, with reference to the offences envisaged in section III of Italian Legislative Decree 231, which could result in the other party being subject to the relevant sanctions. This regards in particular the provisions of the Code of Ethics and the Organisation and Control Model (MOG) that Aeroporto G. Marconi di Bologna s.p.a. has adopted (made available on the AdB website).



8.4 Should the Customer or AdB commit one of the offences envisaged by Italian Legislative Decree 231/01, the other party shall be entitled to terminate the same with immediate effect, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to compensation for any damages caused to Aeroporto Guglielmo Marconi di Bologna S.p.A. such as, by way of example but not limited to, those deriving from the application to the same of the penalties envisaged by the aforementioned Decree.

9. APPLICABLE LAW AND JURISDICTION

9.1 If the customer is a consumer, the courts of the place of residence or domicile of the consumer, if located in the territory of the State, shall have jurisdiction in civil disputes arising in connection with these Conditions.Otherwise, or if the Customer is not a consumer, the Court of Bologna will have exclusive jurisdiction.

9.2 These Conditions are also governed by Italian law and in particular by the Consumer Code.

9.3 For matters not expressly provided for in this contract, reference is made to the provisions of the Italian Civil Code Book IV, Title II.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly approved, after having been read:

Art. 1. Introduction;

Art. 2. Car parks;

- Art. 3. Marconi Business Lounge (MBL);
- Art. 4. Airline ticketing;
- Art. 5. Obligations of the customer and conclusion of the purchase;
- Art. 6. Purchase and payment methods;
- Art. 7. Tariff categories;
- Art. 8. Clauses 231;
- Art. 9 Applicable law and jurisdiction.