

General Terms and Conditions for Services

issued by Gstaad Airport AG on 04.11.2016

1. Scope

These General Terms and Conditions („GTC“) govern the agreement (the „**Agreement**“) between a customer (the „**Customer**“) and Gstaad Airport AG (the „**Provider**“) for the use of services (the „**Services**“) to be rendered at the Airport of Gstaad-Saanenland (the „**Airport**“). The Customer and the Provider are referred to hereinafter as the „**Parties**“.

2. Provision of Services

2.1 General

The Services will be made available within the limits of the Provider's capabilities and in accordance with the applicable ICAO and regulations and procedures applicable in Switzerland. They include the Services set out on the **List of Tariffs** (Tarifliste) as published at the office of the Provider and on www.gstaad-airport.ch, which constitutes an integral part of these General Terms and Conditions.

The Customer is informed that parking and hangaring space at the Airport is limited. The Customer therefore consents to the fact that aircrafts will in principle be parked outside and in close proximity to each other, which arrangements do not amount to any fault of the Provider as described in Clause 7 below.

2.2 Documents

Documents used for ground handling and parking / hangaring will be the Provider's own documents.

2.3 Schedule of flights

The Provider will render the agreed Services for the Customer's aircraft for the flight operating and/or parking and hangaring on an agreed schedule at the Airport. The Customer undertakes to inform the Provider as soon as reasonably possible about any changes of schedule and/or type of aircraft.

2.4 Emergency assistance

In case of emergency, including but not limited to forced landings, accidents or acts of violence, the Provider will, without delay and without waiting for instructions from the Customer, take all reasonable and possible measures to assist passengers and

crew and to safeguard and protect from loss or damage any baggage, cargo and mail carried in the aircraft. The Customer shall reimburse the Provider at cost for any extra expenses incurred in rendering such assistance.

2.5 Additional services

As far as reasonably possible and at its discretion, the Provider will, at the Customer's request, endeavour to provide any additional services. Such additional services may be governed by special conditions to be agreed between the Parties.

3. Subcontracting of Services

The Provider is entitled to delegate any of the Services (or additional services) to sub-contractors without the Customer's prior consent. It is understood that, in this case, the Provider shall nevertheless be responsible to the Customer for the proper rendering of such Services (or additional services) as if they had been performed by the Provider itself.

4. Standard of work

The Provider will carry out all other services in accordance with the Customer's procedures and instructions, or as mutually agreed. In the case of absence of instructions by the Customer, the Provider shall follow its own standard practices and procedures and shall perform the Services (or additional services) carefully and diligently.

The Provider shall ensure that authorisations of specialised personnel performing services for the Customer are kept up-to-date. If at any time the Provider is unable to make authorised personnel available as requested by the Customer, the Provider shall inform the Customer accordingly without undue delay.

The Customer shall supply the Provider with all necessary information and instructions so as to enable the Provider to perform the Services (or additional services) properly.

The Provider shall promptly inform the Customer of any loss of or damage, threatened or actual, to the aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Provider.

5. Remuneration

The Customer shall pay to the Provider the fees for Services, and to discharge all additional expenditure incurred for providing the Services referred to in Clause 2.1 above, and any additional services referred to in Clauses 2.4 and 2.5 above. The currently applicable tariffs are those set out on the **List of Tariffs** (Tarifliste) as published at the office of the Provider and on www.gstaad-airport.ch, which constitutes an integral part of these General Terms and Conditions.

The fees for Services do not include any other charges, fees or taxes as may be imposed or levied by the Airport, Customs or other authorities. Any such other charges, fees or taxes shall be borne by the Customer.

6. Payment

The Customer shall pay all fees and charges either in cash or by credit card. The Provider may, at its discretion, impose any other arrangements for payment which it deems appropriate.

7. Liability and indemnity

In this Clause 7, all references to the Customer or the Provider shall include their employees, servants, agents and sub-contractors, and all references to "ground support equipment" shall mean all equipment used in the performance of the Services provided under this Agreement, whether fixed or movable.

7.1 The Provider shall not be liable to Customer for any direct, indirect or consequential damages, particularly in case of malfunction or damage to the aircraft or theft during the time in which the aircraft is in custody of the Provider, irrespective of any legal basis the Customer might have, except if the cause for damages lies in acts or omissions of gross negligence or malicious intent on the part of the Provider. The Provider recommends the Customer to remove all valuables from the aircraft if parked or hangered at the confines of the Airport.

Direct, indirect or consequential damages include but are not limited to:

(a) delay, injury or death of persons carried or to be carried by the Customer;

(b) injury or death of any employee of the Customer;

(c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Customer, and

(d) damage to or loss of property owned or operated by, or on behalf of, the Customer and any consequential loss or damage arising from an act or omission of the Provider in the performance of this Agreement.

7.2 The Customer shall hold harmless and discharge the Provider from any third-party claims that may be raised against the Provider for any legal reason whatsoever in connection with any work carried out by the Provider to the Customer's aircraft or passengers and shall assume any expenses, including but not limited to all costs of defence against such third party claims, that may accrue from such claims.

7.3 Customer shall be liable to the Provider for any damage which he or his employees or agents may cause at the premises of the Provider.

7.4 The extent of liability, if any shall be limited in any event to the total amount of the invoice payable by the Customer for service work performed by the Provider.

7.5 In case of claims arising out of surface transportation which the Provider performs on behalf of the Customer, the liability and indemnity provisions of this Agreement shall equally apply.

8. Confidentiality

Neither Party to this Agreement shall disclose any information to third parties without the prior consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

9. Duration, modification and termination

This Agreement shall be effective from the moment the Provider starts to provide the agreed Services. Any modifications of, or additions to this Agreement must be made in writing.

This Agreement is valid for handling, parking and hanging of all aircraft of the Customer at the Air-

port. Either Party can terminate this contractual relationship as of the end of a calendar month by giving the other Party at least 3 months' prior written notice of such termination.

The Provider may terminate this Agreement immediately and refuse to accept aircraft of the Customer for handling, parking or hangaring in case the Customer has failed to abide by any provision of this Agreement or any other provision or regulation applicable at the Airport, including but not limited to the payment of fees.

Either Party may terminate this Agreement at any time if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganisation or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.

Either Party shall be exempt from obligation if prompt notification is given by the other Party in respect of any failure to perform its obligations under this Agreement arising from any of the following causes: labour disputes involving complete or partial stoppage of work or delay in the performance of work; force majeure or any other cause beyond its control.

In the event of the Agreement or part thereof being terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to termination.

When changes occur in the schedule or type of aircraft which affect the handling costs, either Party shall have the right to request an adjustment to the handling charges as from the date of the change.

10. Governing law and place of jurisdiction

This Agreement is subject to Swiss substantive law. Exclusive place of jurisdiction is Saanen, Switzerland.