

## General Terms and Conditions of Swiss Helicopter AG

### Preamble

Swiss Helicopter AG (referred to below as "Swiss Helicopter") is a joint-stock company having its registered office in Chur. It operates helicopter bases at various locations in Switzerland.

By booking a helicopter flight with Swiss Helicopter, the passenger or the party ordering a cargo flight (referred to below as the "Client") accepts the following General Terms and Conditions ("GTC"). The provisions regarding transportation stipulated by national and international aviation law shall be subsidiarily applicable.

### I. General provisions

#### 1. Scope of validity of the General Terms and Conditions of Swiss Helicopter

These General Terms and Conditions apply to all transport operations which a Client agrees with Swiss Helicopter. Any divergences must be stated in writing in order to be valid.

#### 2. Scope of validity of Partners' general terms and conditions

If Swiss Helicopter arranges the provision of packages or separate services by other operators or service companies (referred to herein as the "Partner(s)") in addition to the helicopter flight, this shall solely create a direct contractual relationship between the Client and the Partner in respect of services provided by the latter. Any terms and conditions stipulated by the Partner shall be applicable in this regard.

#### 3. Conclusion of contract

The transport contract shall come into being when a booking is made in writing or verbally. For the purposes of proof, Swiss Helicopter may confirm a verbal booking in writing.

#### 4. Prices and due dates

4.1 All prices are understood to be in Swiss francs.

4.2 Price lists, information stated in brochures and media advertisements, etc. shall be valid for the relevant calendar year in each case.

4.3 The right to adjust prices is reserved in case of increases in the costs of kerosene, aviation/pilots' licenses, landing fees and the like.

4.4 Unless advance payment was agreed, a payment period of 30 days after submission of invoice shall apply. The Client shall be in default on the 31<sup>st</sup> day, without a reminder. The default interest rate is 5%.

4.5 If advance payment was agreed but not effected, Swiss Helicopter may refuse to perform the transport operation.

4.6 Vouchers are valid for a period of two years. They will not be paid out in cash. Campaign offers cannot be accumulated with other discounts in any case.

#### 5. Choice of base and helicopter

5.1 Swiss Helicopter shall determine the base that is suitable in order to perform the contract.

5.2 Swiss Helicopter shall determine a suitable helicopter.

5.3 Swiss Helicopter is entitled to have the transport operation performed by a third party under the same conditions for the Client.

#### 6. Swiss Helicopter's right to issue instructions

6.1 The pilot, acting as the commander of the craft, shall be authorised to issue instructions to all Clients. All Clients must follow his instructions and the instructions of any other member of the crew.

6.2 Should a Client not follow such instructions, he shall be liable for the consequences of his behaviour.

### II. Transport of persons

#### 7. Type of helicopter

The type of helicopter selected when the booking is made shall not be binding. Swiss Helicopter shall be entitled to deploy a different type of helicopter without any increase or reduction in cost to the Client.

#### 8. Round-trip flights

Round-trip flights are subject to a minimum number of participants.

#### 9. Tickets

9.1 Swiss Helicopter shall issue individual or group transportation tickets before the flight.

The tickets shall state the scope of the limitations on liability for death and physical injuries, destruction, loss or damage of luggage, and delays.

9.2 If unusual circumstances make it impossible for Swiss Helicopter to issue a ticket, the limitations stipulated in these General Terms and Conditions shall apply.

#### 10. Luggage

10.1 Swiss Helicopter shall transport luggage subject to the availability of space and to compliance with safety regulations.

10.2 The maximum dimensions of one piece of luggage must not exceed 80 x 40 x 30 cm.

The weight of the luggage must not exceed 20 kg per Client. When several Clients travel in one group, the weight limits may be aggregated.

10.3 For reasons of safety (e.g. due to weight limits), Swiss Helicopter may arrange to have the luggage brought separately to the agreed destination by road transport. The costs of such transport shall be paid by the Client.

10.4 When booking, the Client shall inform Swiss Helicopter should his luggage include any valuables and sensitive equipment or items. The Client may have to pay a surcharge or may need to take out special insurance according to the circumstances.

- 11. Delays, cancellation, programme changes by Swiss Helicopter**
- 11.1 Swiss Helicopter reserves the right to cancel a flight due to technical and/or meteorological and/or operational reasons.
- 11.2 If the flight is delayed or postponed due to technical, meteorological or operational reasons, or for other reasons over which Swiss Helicopter has no control, Swiss Helicopter shall not be liable for any damage or loss.
- 11.3 A change to the programme or route due to technical, meteorological or operational reasons shall neither increase nor reduce the price.
- 11.4 Should Swiss Helicopter have to abort a flight prematurely for technical or meteorological reasons, Swiss Helicopter shall transport the passenger, at Swiss Helicopter's option, by another helicopter or any other means of transport either back to the starting point or to the destination, as soon as possible. If a return to the starting point is chosen, Swiss Helicopter shall re-arrange the flight as soon as possible. Should Swiss Helicopter take the Client to the destination by any other means of transport, Swiss Helicopter shall pay the costs. Any further claims shall be excluded.
- 11.5 If, prior to departure, Swiss Helicopter points out to the Client that the flight may have to be aborted for meteorological reasons, and should the Client accept this risk, the Client shall pay for the rest of the journey to the destination and/or his return to the starting point by any other means of transport. Even if the flight is aborted, the Client shall owe Swiss Helicopter the price agreed for the transportation.
- 11.6 If the flight is cancelled due to reasons for which the Client is not responsible, Swiss Helicopter shall refund the price paid for the booking/package if it was impossible to offer an appropriate substitute service at the location. Any further claims shall be excluded.
- 11.7 For round trips and any flights based on a voucher, the flight shall be deferred to a later time. Any further claims shall be excluded.
- 11.7 Should Swiss Helicopter be culpably in default, the Client must set an appropriate additional grace period for performance by Swiss Helicopter. Claims for compensation of damages may be asserted only if Swiss Helicopter's default was due (at least) to gross negligence on Swiss Helicopter's part. The same shall apply if Swiss Helicopter is unable to perform due to reasons for which Swiss Helicopter is responsible. Liability is limited to direct damage or loss in both cases. Any further obligation to pay compensatory damages is explicitly excluded.
- 12. Delay, cancellation, programme changes by the Client**
- 12.1 Should departure be delayed because the Client is not ready to board at the agreed time, Swiss Helicopter may cancel the flight after an appropriate waiting period, in which case the agreed price of transportation shall be due.
- 12.2 In case of cancellation, the Client shall make the payments stated below:
- |   |                    |
|---|--------------------|
| 15 – 2 days before scheduled time of flight:                    | 50% of total price |
| 24 hours before scheduled time of flight (including "no show"): | 100%               |
- The Partners' additional cancellation conditions and costs shall also apply in case of packages and separate/individual services.
- 12.3 The prices of transportation, packages and/or individual/separate services do not include insurance for cancellation costs. The Client is advised to take out appropriate insurance unless such cover is already in place.
- 12.4 If the Client makes changes to the programme (e.g. as regards timing or route), Swiss Helicopter reserves the right to adjust the price.
- 13. Flights to foreign countries / travel documents**
- For international flights, the Client shall be responsible for carrying with him the required travel documents (passport) and any exit and entrance permits (visas). Should an authority refuse him exit or entry, the Client shall be responsible for paying the costs and any fines.
- 14. Liability for personal injuries and damage to luggage**
- 14.1 In case of an accident, Swiss Helicopter shall be liable for personal injuries and damage to luggage in accordance with the provisions of the Federal Decree on Air Transportation (LTrV) and the applicable international regulations (the Montreal Convention and European Council Regulations nos. (EC) 2027/97, (EC) 889/2002, (EC) 785/2004 and (EC) 285/2010.
- 14.2 Insofar as permissible, liability is limited to gross negligence or intent.
- 14.3 Swiss Helicopter is relieved of liability to the extent that it proves that the damage or loss by violation of duties or by any other unlawful action or omission.
- 14.4 In case of death and physical injury, Swiss Helicopter shall be liable for damages up to the sum of 100,000 in special drawing rights per Client. In addition, Swiss Helicopter shall be liable for proven damage or loss unless it can demonstrate that such damage or loss is not attributable to violation of duties or to any other unlawful action or omission on the part of its employees or authorised representatives, or that the damage or loss is solely attributable to violation of duties by a third party.
- 14.5 In case of death and physical injury, Swiss Helicopter shall provide immediate financial assistance within 15 days to the natural persons entitled to compensatory damages as specified by Art. 15, LTrV. In case of death, this shall amount to 16,000 in special drawing rights.
- 14.6 If, in case of an accident involving personal injury, Swiss Helicopter contractually offers the Client or the Client's relatives a payment in compensation of damages which is higher than the statutorily due amount, or if Swiss Helicopter waives exonerating evidence, such offer and waiver shall only apply in respect of the victim and not in respect of social security or other insurers seeking recourse.
- 14.7 If, in addition to liability insurance, Swiss Helicopter has taken out passenger accident insurance in the Client's favour, and if the latter insurance pays compensation in case of an accident involving personal injury, Swiss Helicopter shall deduct the payments made under the accident insurance from the victims' liability claims.
- 14.8 Liability for damage to checked luggage in case of destruction, loss or damage is limited to an amount of 1000 in special drawing rights per Client. If the Client declared a higher value when making the booking and paid the required surcharge for same where applicable, liability shall extend to the amount stated unless Swiss Helicopter proves that such amount exceeds the Client's actual interest in the items to be delivered. Liability shall lapse for damage due to the special nature of the luggage or any inherent defect therein.
- 14.9 Liability for damage or loss in case of delayed transportation is limited to 4150 in special drawing rights per Client and 1000 in special drawing rights per item of luggage. Liability shall lapse if Swiss Helicopter proves that its employees and authorised representatives took all reasonable measures to prevent the damage or loss or that it was impossible for such persons to take such measures.
- 14.10 If Swiss Helicopter does not transport the luggage by helicopter but instructs a third party to transport it, Swiss Helicopter shall not be liable for any loss/damage due to or during the said transport.

### III. Transport of goods

- 15. Air waybill**
- 15.1 Prior to the flight, Swiss Helicopter shall issue an air waybill showing the departure point and destination, and the total weight of the cargo.
- 15.2 The weight of the cargo is determined according to the on-board scales.

- 16. Transport price**
- 16.1 The agreed price applies to transport under normal visibility and wind conditions, and shall be based on the weight transported.  
Should an account be based on rotation, a flight from the point of loading or unloading and return shall count as one rotation.
- 16.2 Unusual weather conditions (e.g. high temperatures or strong winds) will limit a helicopter's efficiency. Should the agreed price be increased by more than 10% for these reasons, Swiss Helicopter shall effect transport only after consultation with the Client.
- 16.3 In case of lengthy ground times or flight times for which the Client is responsible (e.g. due to poor preparation of the construction site, incorrect weight information, non-matching parts for installation work, etc.), the Client must pay the relevant additional costs.
- 17. Preparation and packing of cargo**
- 17.1 The Client shall prepare and pack the cargo for the flight in such a manner as to enable transport without any risk to the transported goods and to third parties, and with no delays. Swiss Helicopter shall provide transport materials for cargo, such as concrete tanks, nets and straps. Only these materials must be used by the Client for packaging and fixing of the cargo, and the Client must handle such materials carefully.
- 17.2 Agreed weights and dimensions of cargo must not be exceeded. Prices will be adjusted if weights and dimensions are exceeded (additional flight costs and ground time charges). Swiss Helicopter also reserves the right to deploy a different type of helicopter at the Client's expense.
- 17.3 For safety reasons, Swiss Helicopter is entitled to require packaging other than that selected by the Client.
- 18. Preparation of take-off and landing sites**
- 18.1 The Client shall be responsible for obtaining all the required approvals for take-offs, drops and landings outside approved airfields and landing sites, and for flights over heavily populated areas. The Client must make such approvals available to Swiss Helicopter prior to the flight.
- 18.2 The Client is responsible for ensuring that take-off and landing sites are impeccably prepared and that on-site safety is guaranteed. Unauthorised persons must be prevented from entering the sites during flight operations. The Client shall ensure that spectators (if any) are kept at or beyond the required safety distance.
- 18.3 Take-off and landing sites must be dust-free insofar as possible; loose objects shall be removed from or fixed to the site. Downwash may reach speeds of between 120 and 180 km/h during landing and take-off, and during transport or assembly/installation work. All liability on the part of Swiss Helicopter in respect of any damage caused by downwash to people, animals or property (vehicles, buildings, etc.) is explicitly excluded.
- 18.4 The Client shall be responsible for compliance with applicable safety regulations by its staff and by all other persons handling transport of the load or (for example) persons affected by installation thereof, or those who are present at the take-off and landing sites. The Client shall ensure that such persons are provided with the necessary safety equipment as specified, and shall ensure that any persons not using such equipment leave the take-off and landing sites. If these regulations are disregarded, any liability and recourse claims against Swiss Helicopter shall be excluded in case of a damaging event.
- 18.5 For flights to populated areas, the Client shall notify the residents of such areas about the helicopter deployment at least five days in advance, informing them of the place, time and duration of the deployment and the nature of the cargo, as well as safety precautions such as closing windows, closing blinds, fastening loose objects, taking animals to a safe place and removing parked vehicles, and advising them of Swiss Helicopter's telephone number.
- 19. Delay/cancellation**
- 19.1 Swiss Helicopter may postpone or cancel a flight due to meteorological, technical or operational reasons without incurring liability for consequent damages.
- 19.2 Should take-off be delayed because the cargo is not ready for transport or because the Client has not provided adequate information to the local residents, or because safety at the take-off and landing sites is not guaranteed, Swiss Helicopter may cancel the flight after an appropriate waiting time. In this case, the Client must pay for the outlay already incurred plus a ground charge per hour.
- 19.3 Instead of cancellation, Swiss Helicopter may at its discretion change the packaging itself, or may implement any safety precautions that are lacking. In this case, the Client must pay any proven additional costs plus a ground fee per hour.
- 19.4 If the Client cancels the flight 48 hours or less before the scheduled departure time, Swiss Helicopter shall have the right to require cancellation compensation of 1/3 of the agreed transport price.
- 20. Transport of hazardous, valuable or sensitive goods**
- 20.1 Hazardous goods (such as explosives or chemicals) must be transported in compliance with the IATA provisions for hazardous goods.
- 20.2 In connection with the transport of hazardous goods, the Client shall be responsible for ensuring that all employees involved in the preparation or transport of such cargo have been trained as required and that they hold the stipulated licenses. The Client must present the relevant licenses on request.
- 20.3 If the Client arranges to transport valuable goods whose assumed value is not covered by the statutorily stipulated liability, the Client must inform Swiss Helicopter of this fact prior to concluding the contract and must pay a surcharge or take out special insurance.
- 20.4 If the Client arranges to transport sensitive goods (animals, delicate equipment and equipment sensitive to vibrations, temperature and pressure, delicate materials, plants, trees or glass), the Client must inform Swiss Helicopter of this fact prior to concluding the contract and as appropriate, must pay a surcharge or take out special insurance.
- 21. Liability for damage to goods**
- 21.1 Swiss Helicopter shall be liable for the destruction, loss or damage of goods if such damage occurs during transportation thereof by air, in accordance with the provisions of the Federal Decree on Air Transportation (LTfV) and the applicable international regulations.
- 21.2 Insofar as permissible, liability is limited to gross negligence or intent.
- 21.3 Swiss Helicopter is relieved of liability insofar as it proves that the Client, the Client's employees or assistants, or a third party caused or contributed to the damage or loss by violation of duties or by any other unlawful action or omission.
- 21.4 Liability in case of damage to cargo is limited to 19 special drawing rights per kilogram. The Client may take out transport insurance in excess of this liability.
- 21.5 If the Client declared a higher value when making the booking and has paid the required surcharge for same, liability shall extend to the amount stated unless Swiss Helicopter proves that such amount exceeds the Client's actual interest in the items to be delivered.
- 21.6 Liability shall lapse for damage due to the special nature of the goods or any inherent defect therein, or to deficient packaging thereof.
- 21.7 Liability shall lapse for loss or damage due to delay if Swiss Helicopter proves that it, its employees and authorised representatives took all reasonable measures to prevent the damage or loss, or that it was impossible for them to take such measures.
- 21.8 For hazardous, valuable or sensitive cargo (including plants and trees), liability shall in all cases be limited to the price of transport including the surcharge, unless Swiss Helicopter caused the damage or loss intentionally or due to gross negligence.

- 21.9 Swiss Helicopter shall not be liable for damage to or loss of goods during transportation or on the ground insofar as the Client was responsible for such damage or loss.
- 21.10 Should the Client or his employees suffer injuries on the ground due to the operation of a helicopter, Swiss Helicopter shall only be liable if it caused such injuries due to intent or gross negligence.
- 21.11 If the Client or the recipient identifies damage to the cargo which occurred during transport thereof, the Client or the recipient must immediately notify Swiss Helicopter of such damage in writing.
- 21.12 In case of justified complaints regarding defects, Swiss Helicopter shall replace the transported material or refund the value lost, at Swiss Helicopter's option. No claims to compensation for damages shall exist above and beyond the foregoing.
- 21.13 Swiss Helicopter is insured for damage to or loss of transported goods insofar as it is legally required to have such insurance and insofar as it is liable for such damage or loss. The Client must take out its own insurance for any further cover.
- 21.14 If Swiss Helicopter or its insurer pays compensation in respect of damage or loss sustained by a third party which was caused by the Client, the latter's employees or assistants, the Client shall indemnify Swiss Helicopter in respect thereof.
- 22. International flights/import and export documentation**
- 22.1 The Client shall obtain all import and export documentation that is required for international cargo transport.
- 22.2 For international flights, applicable foreign regulations for the operation of a helicopter may vary from Swiss regulations.

#### **IV. Severability clause, applicable law and place of jurisdiction**

- 23. Severability clause**  
If individual provisions of these General Terms and Conditions should be ineffective, this shall not detract from the effectiveness of the other provisions. An ineffective provision must be interpreted, reformulated or amplified in such a way as to achieve the intended purpose thereof, insofar as this is permitted by the law.

- 24. Applicable law and place of jurisdiction**  
All transport contracts with Swiss Helicopter, including international contracts, are governed by Swiss law.

The legally binding version of these GTC is the German version. If versions in other languages contain contradictions, misunderstandings or errors due to translation, the German version shall be valid in case of doubt.

The place of jurisdiction shall be **Chur**.

22.02.2016