

**GENERAL TERMS AND CONDITIONS FOR GROUND HANDLING SERVICES, PARKING AND  
HANGARING BY AIRPORT ALTENRHEIN AG AND ALTENRHEIN REALCO AG  
AT AIRPORT ST.GALLEN-ALTENRHEIN / LSZR / ACH**

**Article 1 Provision of Services**

**1.1 General**

The services will be made available within the limitations set by Airport Altenrhein AG / Altenrhein Realco AG and in accordance with regulations and procedures applicable in Switzerland.

It is not considered necessary or possible to provide specific details of the services and it is generally understood what such services comprise and the standards to be attained. Airport Altenrhein AG / Altenrhein Realco AG will generally provide services as set out in Annex A of the IATA Standard Ground Handling Agreement except for cases where Airport Altenrhein AG / Altenrhein Realco AG deems such services as not applicable or practicable due to specific circumstances at Altenrhein Airport.

**1.2 Documents for Ground Handling**

Documents used for ground handling and parking/hangaring will be Airport Altenrhein AG's / Altenrhein Realco AG's own documents.

**1.3 Schedule of Flights**

Airport Altenrhein AG / Altenrhein Realco AG will provide the agreed services for the Client's aircraft for the flight operation and/or parking and hangaring on an agreed schedule at Altenrhein Airport. The Client agrees to inform Airport Altenrhein AG / Altenrhein Realco AG of any changes in schedule and/or type of aircraft immediately.

**1.4 Emergency Assistance**

In case of emergency, including but not limited to forced landings, accidents or acts of violence, Airport Altenrhein AG / Altenrhein Realco AG shall without delay and without waiting for instructions from the Client take all reasonable and possible measures to assist passengers and crew and to safeguard and protect from loss or damage, baggage, cargo and mail carried in the aircraft. The Client shall reimburse Airport Altenrhein AG / Altenrhein Realco AG for any extra expenses incurred in rendering such assistance.

**1.5 Additional Services**

As far as possible, Airport Altenrhein AG / Altenrhein Realco AG will, upon request, provide the Client with any additional services. Such services may be governed by special conditions agreed upon by the Parties.



## Article 2 Fair Practises

Neither the Client nor Airport Altenrhein AG / Altenrhein Realco AG shall disclose any information to outside 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.

## Article 3 Subcontracting of Services

Airport Altenrhein AG / Altenrhein Realco AG is entitled to delegate any of the agreed services to subcontractors, with the Client's consent, and such consent shall not be unreasonably withheld. It is understood that, in this case, Airport Altenrhein AG / Altenrhein Realco AG shall nevertheless be responsible to the Client for the proper rendering of such services as if they had been performed by Airport Altenrhein AG / Altenrhein Realco AG itself.

## Article 4 Standard of Work

4.1 Airport Altenrhein AG / Altenrhein Realco AG shall carry out all technical and flight operation services as well as other services also having a safety aspect, for example load control and loading of aircraft, in accordance with the Client's instructions. Receipt of such instructions must be confirmed in writing to the Client by Airport Altenrhein AG / Altenrhein Realco AG. In the absence of instructions from the Client, Airport Altenrhein AG / Altenrhein Realco AG shall follow its own standard practices and procedures, which shall comply with the applicable Swiss regulations and procedures.

4.2 Airport Altenrhein AG / Altenrhein Realco AG will carry out all other services in accordance with the Client's procedures and instructions, or as mutually agreed. In the absence of instructions from the Client, Airport Altenrhein AG / Altenrhein Realco AG shall follow its own standard practices and procedures.

4.3 Airport Altenrhein AG / Altenrhein Realco AG agree to ensure that authorisations of specialised personnel performing services for the Client are kept up-to-date. If at any time Airport Altenrhein AG / Altenrhein Realco AG is unable to provide authorised personnel as requested by the Client, Airport Altenrhein AG / Altenrhein Realco AG shall immediately inform the Client.

4.4 The Client shall supply Airport Altenrhein AG / Altenrhein Realco AG with sufficient information and instructions to enable Airport Altenrhein AG / Altenrhein Realco AG to perform its handling, parking and hangaring properly.

4.5 Airport Altenrhein AG / Altenrhein Realco AG must report to the Client's representative, all loss of or damage, threatened or actual, to aircraft and loads discovered in the course of the handling, or which in any way possible becomes known to Airport Altenrhein AG / Altenrhein Realco AG.



## Article 5 Remuneration

5.1 The Client agrees to pay to Airport Altenrhein AG / Altenrhein Realco AG the agreed charges and to discharge all additional expenditures incurred while providing the agreed services and any additional services referred to in 1.4 and 1.5.

5.2 The charges for Ground Handling services do not include:

- any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Client or Airport Altenrhein AG / Altenrhein Realco AG in connection with the provision of services herein by Airport Altenrhein AG / Altenrhein Realco AG or in connection with the Client's flights.
- expenses incurred in connection with stopover and transfer passengers and with the handling of passengers for interrupted, delayed or cancelled flights.

Such charges, fees, taxes or other expenses as outlined above shall be borne ultimately by the Client.

## Article 6 Payment

The Client shall pay all fees and charges either in cash or by credit card. Airport Altenrhein AG / Altenrhein Realco AG may at its discretion make other arrangements for payment, for example pre-arranged monthly invoicing.

## Article 7 Liability and Indemnity

In this Article, all references to:

- (a) "the Client" or "Airport Altenrhein AG / Altenrhein Realco AG" shall include their employees, servants, agents and subcontractors;
- (b) "ground support equipment" shall mean all equipment, whether fixed or mobile, used in the performance of ground handling services provided for the Client by Airport Altenrhein AG / Altenrhein Realco AG.

7.1 Except as stated in Sub-Article 7.5, the Client shall not make any claim against Airport Altenrhein AG / Altenrhein Realco AG and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- (a) delay, injury or death of persons carried or to be carried by the Client;
- (b) injury or death of any employee of the Client;
- (c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Client,
- (d) damage to or loss of property owned or operated by, or on behalf of, the Client and any consequential loss or damage arising from an act or omission of Airport Altenrhein AG / Altenrhein Realco AG, unless done with intent to cause damage or recklessly and with the knowledge that damage would probably result.



All claims or suits arising hereunder shall be dealt with by the Client. Airport Altenrhein AG / Altenrhein Realco AG shall notify the Client of any claims or suits without undue delay and shall furnish such assistance as the Client may reasonably require.

7.2 The Client shall not make any claim against Airport Altenrhein AG / Altenrhein Realco AG in respect of damage to third parties caused by the operation of the Client's aircraft arising from an act or omission of Airport Altenrhein AG / Altenrhein Realco AG, unless done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

7.3 In the case of claims arising out of surface transportation which Airport Altenrhein AG / Altenrhein Realco AG provides on behalf of the Client, the liability and indemnity provisions contained in these Terms and Conditions shall equally apply.

7.4 Airport Altenrhein AG / Altenrhein Realco AG shall not make any claim against the Client and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- (a) injury to or death of any employees of Airport Altenrhein AG / Altenrhein Realco AG, its servants, agents or subcontractors;
- (b) damage to or loss of property owned or operated by, or on behalf of, Airport Altenrhein AG / Altenrhein Realco AG and any consequential loss or damage arising from an act or omission of the Client, unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

7.5 Notwithstanding Sub-Article 7.1(d), Airport Altenrhein AG / Altenrhein Realco AG shall indemnify the Client against any physical loss of or damage to the Client's Aircraft caused by Airport Altenrhein AG / Altenrhein Realco AG's act or omission provided Airport Altenrhein AG / Altenrhein Realco AG acted with intent to cause damage or recklessly and with knowledge that damage would probably result. In such a case, Airport Altenrhein AG's / Altenrhein Realco AG's liability shall be limited to any such loss of or damage to the Client's Aircraft in an amount not exceeding the proven level of deductible under the Client's Hull All Risk Policy and such compensation shall not, in any event, exceed USD 200'000. Loss or damage in respect of any incident below USD 2'000 shall not be indemnified.

This Sub-Article 7.5 shall not be ground for any claim for consequential loss incurred in connection with physical loss of or damage to the Client's Aircraft.

For the avoidance of doubt, save as expressly stated, this Sub-Article 7.5 does not affect or prejudice the generality of the provisions of Sub-Article 7.1 including the principle that the Client shall not make any claim against Airport Altenrhein AG / Altenrhein Realco AG and shall indemnify it against any liability in respect of any and all consequential loss or damage, howsoever arising.



## Article 8 Governing law and Place of Jurisdiction

Any agreements between the Client and Airport Altenrhein AG / Altenrhein Realco AG are subject to Swiss law, namely the Swiss Code of Obligations. The Place of Jurisdiction is Altenrhein, Switzerland.

Airport Altenrhein AG / Altenrhein Realco AG  
November 2015

