



Tariff Regulations

valid from 1st November 2017

Airport Altenrhein AG
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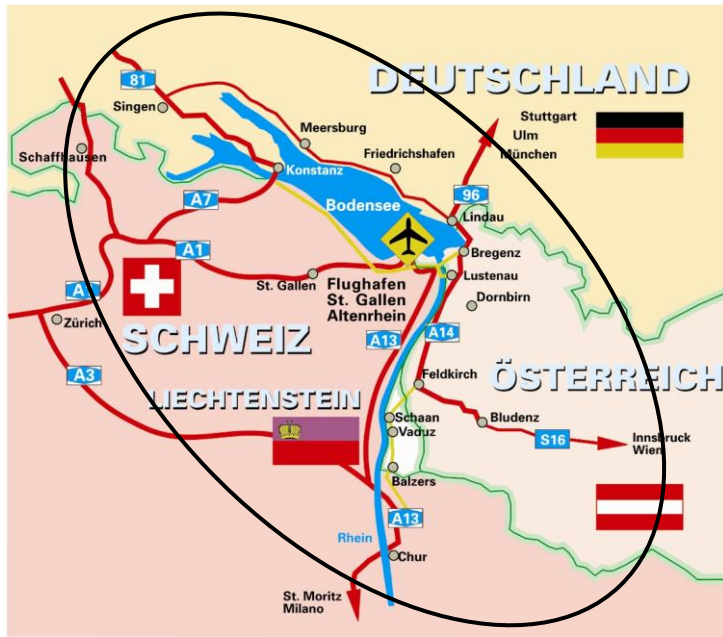
SITA: ACHKKPE

ICAO: LSZR

IATA: ACH

For information go to

www.peoples.ch



Location

- Centrally located in the border areas of Eastern Switzerland, Western Austria, Liechtenstein and Southern Germany
- Only a one-hour-drive from Zurich, close to world famous ski resorts like Lech / Zürs, St. Anton, Davos, St. Moritz

Catchment Area

- A population of over 1.5 million within 45 minutes driving time

Facilities

- Grooved RWY 10/28 1500m, 30m wide, RWY 10 ILS/DME Cat. I, lighted, Strength PCN 30/F/C/Y/T ASPH
- Check-in counters, departure & arrival hall, passenger / baggage security screening
- Restaurant, business / pilot lounge
- Onsite car parking area
- Office & hangar space

Performance

- Fast turnaround times
- Short check-in times
- No Airport Slots required
- Excellent punctuality for scheduled / charter flights and commercial operations

Partnership

- Working with both airlines and tour operators to develop and increase scheduled, charter & business aviation

1 General Information

1.1 This edition "Tariff Regulations 01.11.2017" replaces all earlier versions.

1.2 All other services, not hereafter mentioned, will be charged separately.

1.3 Airport fees

→ Landing, Approach (Skyguide)	Annex A
→ Noise, Emissions, Passenger, Aircraft parking	Annex B
→ Ground handling, Extensions OPR hours, Fire & Rescue	Annex C
→ Aircraft Services, Other Services	Annex D

1.4 These fees are also applicable for tow plane, powered gliders and helicopters, unless otherwise stated.

1.5 The fees shall be paid by:

In the case of scheduled and non-scheduled commercial flights, by the company that actually carries out the flight.

In the case of non-commercial flights, by the operator of the aircraft. Several operators of the same aircraft shall be jointly liable for the fees; in the event that the operator is not also the owner of the aircraft, both the operator and owner shall be jointly liable for the fees.

1.6 All published fees are listed without VAT (unless otherwise stated).

1.7 Airport Altenrhein AG has the authority to change the applicable fees without prior notice.

1.8. Opening hours for Airport St.Gallen-Altenrhein:

MON – FRI (including HOL)	0630 – 1200 LT	1330 – 2100 LT
SAT	0730 – 1200 LT	1330 – 2000 LT
SUN	1000 – 1200 LT	1330 – 2000 LT

Special permission is required for flights outside of the opening hours and is possible:

MON – FRI (including HOL)	0600 – 2200 LT
SAT	0630 – 2200 LT
SUN	0730 – 2100 LT

1.9. Ground run times are as follows:

MON – FRI (excluding HOL)	0800 – 1200 LT	1330 – 1800 LT
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Special permission is required for ground runs outside of the above hours. Ground runs for Helicopters need prior permission from the Airport Authority.

1.10 The fees are payable at the latest prior to take-off, in cash or by credit card. Credit accounts can be made available for regular airport users, subject to approval. A monthly processing fee of CHF 25.- will be charged on credit accounts which are not paid by Direct Debit. The customer is responsible for any and all bank fees. Standard credit terms are net 10 days.

1.11 General terms and conditions Airport Altenrhein AG apply. Annex E

2 Landing Fees

- 2.1 The landing fees are levied on aircraft landings at Airport St.Gallen-Altentrhein, also for go-around and touch-and-go.
- 2.2 The landing fees are calculated on aircraft maximum take-off mass (MTOM) as stated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document.
- 2.4 For aircrafts up to 3to, the landing fee will be reduced by 30% from 1st of November until 30st of April.
- 2.5 For aircraft based in Altentrhein and with a MTOM up to 3 tons, the landing fee will be reduced by 40%.

The following landings are exempt from landing fees:

- a) Flights by officials of the Aircraft Accident Investigation Bureau (SUST) in the course of their duties
- b) Search and Rescue Flights ordered by FOCA
- c) Approaches without landing (go-arounds) ordered by ATC due to air safety concerns

3 Approach Fee (Skyguide SA, Geneva)

- 3.1 Approach fees are based on Skyguide tariffs, the Swiss civil and military air navigation services provider.
- 3.2 The following landings are exempt from approach fees:
 - a) Flights by Governments (presidents, ministers, monarchs and their family)
 - b) Flights by Search and Rescue Organisations ordered by FOCA
 - c) Flights for measurement of Air Navigation equipment

4 Noise Surcharge

- 4.1 For each landing, there shall be a surcharge on the landing fee payable in accordance with the noise class of the aircraft. The assignment of propeller-driven aircraft with a MTOM not exceeding 5.7 tons into one to the noise classes A to D corresponds to the classification established by the FOCA resp. ICAO. Jets, which do not correspond to the ICAO Classification Annex 16 Chapter 3, are subject to the noise surcharge. The classification of foreign aircraft shall be determined in accordance with the classification of the particular aircraft type. Aircraft without official classification are classified in group A (propeller-driven) or group E (jets).
- 4.2 For aircraft of the Austrian Noise Category 4 (AT6, BE33/35/36, C36, C210, E230, Morane, PARO, PC7/9/12, PTS1, P-2, P-51 Mustang, T28, WACO, YK55, or similar aircraft) a noise surcharge class A is applicable. Aircraft of this category have a limit of three (3) flights per day.
- 4.3 In the event that a party lays claim to a more advantageous classification, the party shall provide proof to the Airport Authority by way of appropriate documentation within 60 days. After receipt of the documentation the Airport Authority shall reimburse the excess noise surcharge.

For surcharges see Annex A and B

5 Emission Charges

- 5.1 For each landing, there shall be an emission based surcharge payable in accordance with the emission value of the aircraft. The determination of the emission value shall be according to the FOCA directive 33-05-27.
- 5.2 In the event that a party lays claim to more advantageous classification, the party shall provide proof to the Airport Authority by way of appropriate documentation within 60 days. After receipt of the documentation, the Airport Authority shall reimburse the excess emission surcharge.

6 Passenger Fee / Passenger Security Fee

- 6.1 A Passenger Fee shall be payable for each passenger who is transported in an aircraft which takes off from Airport St.Gallen-Altenrhein
- 6.2 Passengers exempt from fee
 - a) Children under the age of two
 - b) Passengers in direct transit
 - c) Passengers on flights, when the following landing is in St.Gallen-Altenrhein
- 6.3A Passenger Security Fee shall be payable for each passenger on flights requiring
 - a) Critical Part
 - b) Passenger and Cabin baggage screening
 - d) Hold baggage screening

7 Aircraft Parking Fee

- 7.1 The aircraft parking fees are calculated on the aircraft maximum take-off mass (MTOM) as stated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document.
- 7.2.1 The Airport Authority determines the parking position of the aircraft.
- 7.3 Home based aircraft are exempt from the aircraft parking fee.
- 7.4 Aircraft in active maintenance

8 Ground Handling Fee

Ground handling fees for scheduled / non-scheduled flights, general / business aviation and cargo see Annex C.

9 Surcharges for services

- a) Extended Terminal Services outside of normal opening hours
- b) Fire & rescue services
- c) Ground handling and air navigation performed during the following hours (outside regular operating hours):

MON – FRI	0600 – 0629 LT	1201 – 1329 LT	2101 – 2200 LT
SAT	0630 – 0729 LT	1201 – 1329 LT	2001 – 2200 LT
SUN	0730 – 0959 LT	1201 – 1329 LT	2001 – 2100 LT

Exceptions: Ambulance FLT, SAR FLT, the President of the Swiss Confederation and members of the Swiss Government: 0 – 24 h O/R

The surcharges are based on estimated time of departure (ETD) and / or actual time of arrival (ATA) plus 1 additional hour.

For surcharges see Annex B and C

Annex A

Landing Fee / Approach Fee for General Aviation

MTOM KG	Fee per Landing		VFR Training
	Approach CHF	Landing CHF	Approach fee CHF
Glider	-	10.00	-
-1000	8.05	30.00	4.25
-1500	16.50	30.00	8.45
-2000	16.50	60.00	8.45
-3000	23.45	90.00	12.40
-4000	83.50	122.15	16.50
-5000	97.55	152.70	20.65
-6000	110.15	183.20	24.40
-7000	121.75	213.75	28.50
-8000	132.75	244.30	32.55
-9000	143.35	274.80	36.65
-10000	153.50	305.35	40.70
-11000	163.30	335.90	44.75
-12000	172.80	366.40	48.85
-13000	182.05	396.95	52.90
-14000	191.00	427.50	57.00
-15000	199.80	458.00	61.05
-16000	208.35	488.55	65.10
-17000	216.70	519.10	69.20
-18000	224.90	549.65	73.25
-19000	232.95	580.15	77.35
-20000	240.85	610.70	81.40
-21000	248.65	641.25	84.30
-22000	256.25	888.45	88.35
-23000	263.75	928.85	92.35
-24000	271.15	969.25	96.35
-25000	278.45	1009.65	100.40
-26000	285.65	1050.00	104.40
-27000	292.75	1090.40	108.40
-28000	299.75	1130.80	112.40
-29000	306.65	1171.15	116.45
-30000	313.50	1211.55	120.45
-31000	320.25	1251.95	
-32000	326.95	1292.30	
-33000	333.55	1332.70	
-34000	340.05	1373.10	
-35000	346.55	1413.45	

Annex A

Landing Fee / Approach Fee for General Aviation

MTOM KG	Fee per Landing	
	Approach CHF	Landing CHF
-36000	352.95	1453.85
-37000	359.30	1494.25
-38000	365.55	1534.65
-39000	371.80	1575.00
-40000	377.95	1615.40
-41000	384.05	1655.80
-42000	390.15	1696.15
-43000	396.15	1736.55
-44000	402.10	1776.95
-45000	408.05	1817.35
-46000	413.90	1857.70
-47000	419.75	1898.10
-48000	425.50	1938.50
-49000	431.25	1978.85
-50000	436.95	2019.25
-51000	442.60	2059.65
-52000	448.25	2100.00
-53000	453.80	2140.40
-54000	459.35	2180.80
-55000	464.90	2221.20
-56000	470.35	2261.55
-57000	475.80	2301.95
-58000	481.20	2342.35
-59000	486.60	2382.70
-60000	491.95	2423.10
>60000		41.00/to

Definition of VFR Training / Instruction flights:

- ➔ Training flights must be accompanied or supervised by a flight instructor or inspector
- ➔ Training flights are not commercial flights within the meaning of aviation law and are not to be used for the purpose of transporting passengers or goods

Tow aircraft and powered gliders:

- ➔ Tow aircraft are exempt from approach fees for approaches on the grass runway
- ➔ For powered gliders the ordinary approach fees are levied
- ➔ For instruction and training flights with tow aircraft and powered gliders the rates and the definition for "VFR training flights" are applicable

Annex B

Emission Surcharge

Emission Charge CHF 3.30/emission value

Noise Surcharge

A	Aircraft propeller-driven	
	Class A	CHF 20 / ton
	Class B	CHF 12 / ton
	Class C	CHF 6 / ton
	Class D	free of charge
B	Jets	
	Class E	CHF 350 flat fee

Passenger Fee / Passenger Security Fee

Scheduled traffic	CHF 30.00
Other traffic	CHF 30.00
On A/C up to 3 to	free of charge
Passenger Security Fee	CHF 8.00

Aircraft Parking Fee

A	Apron / Grass overnight rates	
	Aircraft up to 3 to	CHF 30 per overnight
	Aircraft up to 6 to	CHF 100 per overnight
	Aircraft up to 12 to	CHF 200 per overnight
	Aircraft up to 24 to	CHF 300 per overnight
	Aircraft up to 50 to	CHF 500 per overnight
	Aircraft above 50 to	CHF 1000 per overnight
B	Hangar overnight rates (availability O/R)	
	Aircraft up to 3 to	CHF 200* per overnight
	Aircraft up to 6 to	CHF 300* per overnight
	Aircraft up to 12 to	CHF 400* per overnight
	Aircraft up to 24 to	CHF 600* per overnight
	Aircraft above 24 to	CHF 1000* per overnight
C	Hangar daily rates (availability O/R)	
	Aircraft up to 3 to	CHF 200* per day (>6h)
	Aircraft up to 6 to	CHF 300* per day (>6h)
	Aircraft up to 12 to	CHF 400* per day (>6h)
	Aircraft up to 24 to	CHF 600* per day (>6h)
	Aircraft above 24 to	CHF 1000* per day (>6h)
	Aircraft up to 3 to	CHF 150* per half day (<6h)
	Aircraft up to 6 to	CHF 200* per half day (<6h)
	Aircraft up to 12 to	CHF 300* per half day (<6h)
	Aircraft up to 24 to	CHF 450* per half day (<6h)
	Aircraft above 24 to	CHF 750* per half day (<6h)

*excl. towing / assistance

Annex C

Ground Handling Fee

A Scheduled / Non-scheduled Traffic (Airlines / regular Charter flights)

Check-in, boarding / deboarding, baggage handling, load control, meteo, communication (MVT, LDM, PTM, PSM), GPU 28V, aircraft cleaning, fire & rescue services, special passenger assistance (PRM, UM, WHC, PETC, etc.).

Services and fees per special agreement

B Standard Handling (mandatory >3 to MTOM)

Up to 3 to	free of charge
Up to 6 to	CHF 140
Up to 10 to	CHF 220
Up to 15 to	CHF 400
Up to 24 to	CHF 500
Up to 50 to	CHF 600
Above 50 to	CHF 1000

Services included: 1 hour A/C parking, marshalling/chocks, passenger ramp transportation, baggage transportation.

Premium Handling

Up to 3 to	CHF 320
Up to 6 to	CHF 320
Up to 10 to	CHF 450
Up to 15 to	CHF 650
Up to 24 to	CHF 850
Up to 50 to	CHF 1500
Above 50 to	CHF 2500

Services included: day A/C parking, marshalling/chocks, passenger ramp transportation, baggage transportation and loading, customs & immigration assistance, crew ramp transportation, operational ground assistance, operational messages, Notam / Meteo, crew lounge, 3rd party liaison, one day crew car (if available).

Home based A/C and training flights are exempt.

C Cargo Handling

Services and fees per special agreement

Surcharges

A	Extended Terminal Services outside of regular opening hours			
	All types of flights	CHF	200	/ hour or part thereof
B	Fire & Rescue			
	Category 3	CHF	300	per turnaround
	Category 4	CHF	450	per turnaround
	Category 5	CHF	600	per turnaround
	Category 6	CHF	800	per turnaround
C	Ground handling and air navigation outside of the regular operating hours			
	All types of flights	CHF	450	per 1/2 hour
	No show fee		50 %	of expected chargeable fees

Annex D

Aircraft Services

Towing	up to 3 to	CHF	50	per tow
	up to 6 to	CHF	75	per tow
	up to 12 to	CHF	100	per tow
	up to 24 to	CHF	200	per tow
	up to 50 to	CHF	300	per tow
	above 50 to	CHF	500	per tow
A/C Ground Assistance	up to 3 to	CHF	100	per service
Cabin Cleaning		CHF	60	per 1/2 hour
GPU 115V / 400Hz		CHF	100	per 1/2 hour
Air Starter		CHF	300	per start
Passenger Stairs		CHF	200	per flight
Toilet Service (dumping)		CHF	100	per service
Toilet Water Refill		CHF	100	per service
Potable Water Refill		CHF	100	per service
Manual removal of snow:	A/C up to 12 tons	CHF	200	per service
Manual removal of snow:	A/C above 12 tons	CHF	400	per service
Apron Access (requires customs permission)		CHF	300	per access (HOSP exempt)

De-icing / Anti-icing

	<u>Surcharge Winter operation*</u>	<u>Flat fee</u>
A/C up to 3 to	free of charge	CHF 100
A/C up to 6 to	CHF 40	CHF 200
A/C up to 12 to	CHF 60	CHF 300
A/C up to 24 to	CHF 80	CHF 400
A/C above 24 to	CHF 120	CHF 600
De-icing fluid / hot water mixture	CHF 7.80	per litre sprayed

* The surcharge winter operation will be charged for every landing from 1st October until 31st March, irrespective of actual de-icing / anti-icing being used or not. Exempt are home based A/C and technical stops.

Passenger / Pilot Services

Business Lounge (incl. VAT)	CHF	20	per day
License	CHF	25	per renewal

Annex D

Other Services

Blue collar staff	CHF	100	per hour and minimum
Supervisory staff	CHF	150	per hour and minimum
Airport ID Authorisation (incl. VAT)	CHF	50	
Airport ID Authorisation Deposit	CHF	100	
Airport Key (incl. VAT)	CHF	50	
Airport Key Deposit	CHF	100	
Airport Key and / or ID locking (incl. VAT)	CHF	100	
Airport Key and / or ID unlocking (incl. VAT)	CHF	100	
Airport Parking Card (incl. VAT)	CHF	30	

Aircraft Ground Runs

A/C up to 3 to	CHF	80	per event
A/C up to 6 to	CHF	120	per event
A/C up to 12 to	CHF	240	per event
A/C up to 24 to	CHF	360	per event
A/C above 24 to	CHF	480	per event

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.

Annex E

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.

Annex E

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.

Annex E

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.

Annex E

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 2017