

# *Tariff Regulations*

## *World Economic Forum 2023*

valid from 15<sup>th</sup> to 20<sup>th</sup> January 2023

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Freq: TWR 135.430 / ATIS 123.780 / HDL 131.505





### Location

- ➔ Centrally located in the border areas of Eastern Switzerland, Western Austria, the Principality of 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, length: 1455 m, width: 30 m, ILS/DME RWY 10, Cat. I, lighted, PBN Approach, 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, E Charging Station
- ➔ Office & hangar space for short & long term rent

### Performance

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

### Services

- ➔ Jet A1, AVGAS, E Charging Station for E Planes
- ➔ Immigration, Schengen & Non Schengen
- ➔ Customs on request
- ➔ Catering

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## 1. General information

1.1 This edition of "Tariff Regulations 1<sup>st</sup> January 2023" replaces all earlier versions.

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

1.3 Airport fees

- |   |         |
|---|---------|
| ▪ Landing, ATC (Skyguide Switzerland)                     | Annex A |
| ▪ Passenger, aircraft parking                             | Annex B |
| ▪ Ground handling, cargo                                  | Annex C |
| ▪ Noise, Emission, Extensions OPR hours, RFFS, Winter OPS | Annex D |
| ▪ Aircraft services, other services                       | Annex E |

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:

- the company that actually carries out the flight for scheduled and non-scheduled commercial flights.
- the operator of the aircraft for non-commercial flights. 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 Operational hours\* for Airport St.Gallen-Altenrhein:

Monday – Friday (incl. HOL)	0630 – 1200	1330 – 2100
Saturday	0730 – 1200	1330 – 2000
Sunday	1000 – 1200	1330 – 2000

\* Local times

Special permission is required for flights outside of the operational hours\* and is possible between:

Monday – Friday (incl. HOL)	0600-0630 / 1200-1330 / 2100-2200
Saturday	0630-0730 / 1200-1330 / 2000-2200
Sunday	0730-1000 / 1200-1330 / 2000-2100

\* Local times

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

1.9 Ground run times\* are allowed at the following times:

Monday – Friday (excl. HOL)	0800 – 1200	1330 – 1800
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\* Local times

Special permission is required for ground runs outside of the above mentioned hours. Ground runs for Helicopters need prior permission from the Airport Authority.

1.10 The fees are payable latest prior to take-off, in cash or by credit card. Credit accounts can be made available for regular airport users, subject to approval and deposit. The customer is responsible for all bank fees. Standard credit terms are net 10 days.

1.11 All tariffs are listed in Swiss Francs (CHF).

1.12 General terms and conditions Airport Altenrhein AG apply.

[See Annex F](#)

## 2. Landing fee

- 2.1 The landing fees are levied on aircraft landings at Airport St.Gallen-Altenrhein, also for go-around and touch-and-go.
- 2.2 The landing fees are calculated according to aircraft maximum take-off weight (MTOM) as stated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document.
- 2.3 For aircraft based in St.Gallen-Altenrhein and with a MTOM up to 3 tons, the landing fee will be reduced by 40% (not cumulative with other discounts).
- 2.4 For Training flights with Instructor on board or supervised by an Instructor with an aircraft of MTOM up to 3 tons landing fee will be reduced by 30% (not cumulative with other discounts such as homebase).
- 2.5 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 Federal Office of Civil Aviation (FOCA)
  - c) Approaches without landing (go-around, touch and go) ordered by ATC due to air safety concerns
  - d) Approaches without landing (go-around, touch and go) due to meteorological reasons
  - e) Approaches without landing (go-around, touch and go) due to technical reasons (emergency)

[See Annex A](#)

## 3. ATC fee (Skyguide Switzerland)

- 3.1 ATC fees are based on Skyguide Switzerland tariffs, the Swiss civil and military air navigation service provider.
- 3.2 The following flights are exempt from ATC fees:
  - a) Government / State flights (presidents, ministers, monarchs and their family)
  - b) Search and Rescue Organisation flights ordered by FOCA
  - c) Flights to measure Air Navigation equipment for LSZR

[See Annex A](#)

## 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 8.7 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 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.

[See Annex D](#)

## 5. Emission surcharge

- 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.

[See Annex D](#)

## 6. Passenger fee / Passenger security fee

- 6.1 A Passenger fee shall be payable for each passenger who is transported in an aircraft taking off from Airport St.Gallen-Altenrhein
- 6.2 Passengers exempt from fees:
  - 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
- 6.3 A Passenger security fee shall be payable for each passenger on flights requiring:
  - a) Critical Part, and / or
  - b) Passenger and Cabin baggage screening, and / or
  - c) Hold baggage screening

[See Annex B](#)

## 7. Aircraft parking fee

- 7.1 The aircraft parking fees are calculated according to the aircraft maximum take-off weight (MTOM) as stated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document.
- 7.2 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 during active maintenance in an official maintenance facility are exempt from the aircraft parking fee.
- 7.5 Outside day parking of more than 4 hours will be charged. In the case of outside overnight parking only the overnight rate will be charged.
- 7.6 Hangar day and overnight parking is subject to availability.

[See Annex B](#)

## 8. Ground handling fee

Ground handling fees for Scheduled flights, regular Charter flights, Business & Private Aviation are mandatory.

[See Annex C](#)

## 9. Surcharges for services

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

Monday – Friday	0600 – 0629	1201 – 1329	2101 – 2200
Saturday	0630 – 0729	1201 – 1329	2001 – 2200
Sunday	0730 – 0959	1201 – 1329	2001 – 2100

\* Local times

See Annex D

## 10. Surcharge winter operation

The surcharge winter operation will be charged for every landing from 1<sup>st</sup> October until 31<sup>st</sup> March, irrespective of actual aircraft deicing / anti-icing being used or not. Exempt are home based aircrafts and aircrafts up to MTOM 3to.

See Annex D

## 11. Rescue and fire fighting services (RFFS)

The Rescue and fire fighting services will be performed and charged as per Operators request.

See Annex D

## 12. Fees for aircraft services, aircraft deicing / anti-icing, passenger & pilot services, aircraft ground runs, other services

See Annex E



## Annex A

### Landing fees / ATC fees for Business & Private Aviation (General Aviation)

MTOW (kg)	Fees in CHF per landing / touch and go / go around			VFR Training
	Landing fees	ATC fees	Total	ATC fees
Glider	10	-	-	-
- 400	10	8	18	5
- 500	12.50	8	20.50	5
- 600	15	8	23	5
- 700	17.50	8	25.50	5
- 800	20	8	28	5
- 900	22.50	8	30.50	5
- 1000	25	8	33	5
- 1100	27.50	17	44.50	9
- 1200	30	17	47	9
- 1300	32.50	17	49.50	9
- 1400	35	17	52	9
- 1500	42	17	59	9
- 1600	48	17	65	9
- 1700	51	17	68	9
- 1800	54	17	71	9
- 1900	57	17	74	9
- 2000	60	17	77	9
- 3000	75	24	99	13
- 4000	100	84	184	17
- 5000	125	98	223	21
- 6000	186	111	297	25
- 7000	217	122	339	29
- 8000	248	133	381	33
- 9000	279	144	423	37
- 10000	310	154	464	41
- 11000	363	164	527	45
- 12000	396	173	569	49
- 13000	429	183	612	53
- 14000	462	191	653	57
- 15000	495	200	695	62
- 16000	528	209	737	65
- 17000	561	217	778	70
- 18000	594	225	819	74
- 19000	627	233	860	78
- 20000	660	241	901	82
- 21000	903	249	1152	85
- 22000	946	257	1203	89
- 23000	989	264	1253	93
- 24000	1032	272	1304	97
- 25000	1075	279	1354	101
- 26000	1118	286	1404	105
- 27000	1161	293	1454	109



## Annex A

### Landing fees / ATC fees for Business & Private Aviation (General Aviation)

MTOW (kg)	Fees in CHF per landing / touch and go / go around			VFR Training
	Landing fees	ATC fees	Total	ATC fees
- 28000	1204	300	1504	113
- 29000	1247	307	1554	117
- 30000	1290	314	1604	121
- 31000	1395	321	1716	-
- 32000	1440	327	1767	-
- 33000	1485	334	1819	-
- 34000	1530	341	1871	-
- 35000	1575	347	1922	-
- 36000	1620	353	1973	-
- 37000	1702	360	2062	-
- 38000	1748	366	2114	-
- 39000	1794	372	2166	-
- 40000	1840	378	2218	-
- 41000	1968	385	2353	-
- 42000	2016	391	2407	-
- 43000	2064	397	2461	-
- 44000	2112	403	2515	-
- 45000	2160	409	2569	-
- 46000	2208	414	2622	-
- 47000	2256	420	2676	-
- 48000	2304	425	2729	-
- 49000	2352	432	2784	-
- 50000	2400	437	2837	-
- 51000	2550	443	2993	-
- 52000	2600	449	3049	-
- 53000	2650	454	3104	-
- 54000	2700	460	3160	-
- 55000	2750	465	3215	-
- 56000	2800	471	3271	-
- 57000	2850	476	3326	-
- 58000	2900	482	3382	-
- 59000	2950	487	3437	-
- 60000	3000	492	3492	-
> 60000	52 / to	as per ATC tariffs		

#### 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 ATC fees for approaches on the grass runway
- For powered gliders the ordinary ATC 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

### Passenger fees / Aircraft parking fees

#### A. Passenger fee / Passenger security fee

	Fee per departing passenger
Aircraft up to 3 t MTOM	free of charge
Scheduled & Other traffic	30
Passenger security fee	16.50

#### B. Aircraft parking fees

##### Outside day parking rates

Aircraft up to (MTOM)	Fee per day
- 2 t	free of charge
- 3 t	free of charge
- 6 t	160
- 12 t	300
- 24 t	400
- 40 t	600
> 40 t	800

##### Outside overnight parking rates

Aircraft up to (MTOM)	Fee per overnight
- 2 t	100
- 3 t	200
- 6 t	300
- 12 t	600
- 24 t	1000
- 40 t	1400
> 40 t	1800

##### Hangar day parking rates\*

Aircraft up to (MTOM)	Fee per day
- 2 t	100
- 3 t	200
- 6 t	500
- 12 t	900
- 24 t	1200
- 40 t	1600
> 40 t	2000

##### Hangar overnight parking rates\*

Aircraft up to (MTOM)	Fee per overnight
- 2 t	200
- 3 t	300
- 6 t	600
- 12 t	1200
- 24 t	1800
- 40 t	2400
> 40 t	2800

\* towing / assistance included

## Annex C

### Ground handling fees, cargo handling

#### A. Aircraft and passenger handling for Scheduled flights and regular & single Charter flights

Check-in, boarding, deboarding, baggage handling, load control, meteo, GPU, aircraft cleaning, communication (MVT, LDM, PTM, PSM), special passenger assistance (PRM, UM, WHC, PETC). Services and fees per special agreement.

#### B. Aircraft and passenger handling for Business & Private Aviation (mandatory for PAX flights)

Aircraft up to (MTOM)	Fee per turnaround (landing / departure)
- 3 t	free of charge
- 6 t	600
- 12 t	1200
- 24 t	1500
- 40 t	2100
> 40 t	2700

Services included:

- Marshalling
- Aircraft chocking
- Passenger ramp transportation (on request)
- Baggage services
- Crew ramp transportation (on request)
- Customs and immigration assistance
- Operational ground assistance & coordination
- Operational messages, NOTAM, Meteo/TAF, Flight Package printout
- 3<sup>rd</sup> party liaison
- Crew lounge
- Crew car (if available)

Exemptions: Home based aircrafts, training flights, HOSP flights, maintenance ferry flights und maintenance check flights

#### C. Cargo handling

Airport St.Gallen-Altenrhein is not authorized to carry out cargo handling.

## Annex D

### Surcharges

#### A. Noise surcharge (propeller-driven aircraft)

Noise Class	Surcharge per landing
A	30
B	20
C	6
D	free of charge

#### B. Emission surcharge

	Surcharge per emission value
Emission value	5

#### C. Extended terminal services outside of regular opening hours

Type of flight	Surcharge per ½ hour or part thereof
All types of flights	150

#### D. Ground handling and air navigation services outside of the regular operating hours

Type of flight	Surcharge per ½ hour or part thereof
HOSP	250
SAR	250
Other	500
No show fee	50 % of expected chargeable fees

#### E. Rescue and fire fighting services (RFFS / as per request)

RFF Category	Surcharge per turnaround
Cat. 3	330
Cat. 4	500
Cat. 5	650
Cat. 6	800

#### F. Surcharge winter operation

Aircraft up to (MTOM)	Surcharge per landing
- 3 t	free of charge
- 6 t	50
- 12 t	80
- 24 t	100
- 40 t	150
> 40 t	200

## Annex E

### Aircraft services and other services

#### A. Aircraft towing

Aircraft up to (MTOM)	Fee per tow
- 3 t	40
- 6 t	75
- 12 t	100
- 24 t	200
- 40 t	300
> 40 t	500

#### B. Aircraft services

Aircraft service	Fee	per
Ground power unit 28VDC	100	½ hour or part thereof
Ground power unit 115V / 400Hz	150	½ hour or part thereof
Air Starter	300	start
Toilet dump	200	service
Toilet water refill	150	service
Potable water refill	150	service

#### C. Aircraft deicing / anti-icing

Aircraft up to (MTOM)	Flat fee
- 3 t	100
- 6 t	200
- 12 t	300
- 24 t	400
- 40 t	600
> 40 t	800

Deicing fluid / hot water mixture	Price per liter sprayed
Type I / Type II	9.50

#### D. Aircraft ground run

Aircraft up to (MTOM)	Fee per maintenance event
- 3 t	50
- 6 t	150
- 12 t	280
- 24 t	400
- 40 t	550
> 40 t	800

## Annex E

### E. Other services

Service	Fee	per
Apron access (requires customs permission)	800	access (exempt HOSP)
Business- / Crew lounge	20*	day
Cabin cleaning	150	½ hour or part thereof
Blue collar staff	100	hour or part thereof
Supervisory staff	150	hour or part thereof
License renewal – confirmation of flight hours	25*	renewal
Airport ID authorisation	50*	
Airport ID authorisation deposit	100	
Airport key	50*	
Airport key deposit	100	
Airport key and / or ID locking	100*	
Airport key and / or ID unlocking	100*	

\* incl. VAT

## GENERAL TERMS AND CONDITIONS (GTC) FOR GROUND HANDLING SERVICES, PARKING AND HANGARING BY AIRPORT ALTENRHEIN 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 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 will generally provide services as set out in Annex A of the IATA Standard Ground Handling Agreement except for cases where Airport Altenrhein AG deems such services as not applicable or practicable due to specific circumstances at Altenrhein Airport. Parking and hangaring of longer than five days is handled by Altenrhein Realco AG with a specific agreement.

#### 1.2 Documents for Ground Handling

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

#### 1.3 Schedule of Flights

Airport Altenrhein 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 immediately inform Airport Altenrhein AG of any changes in schedule and/or type of aircraft.

#### 1.4 Emergency Assistance

It is the responsibility of Airport Altenrhein AG to participate in local emergency response plan(s) in order to provide support to the Carrier in the event of an emergency including but not limited to, forced landings, accidents or acts of violence.

Airport Altenrhein AG will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures.

In the absence of Client's instructions, in part or whole, Airport Altenrhein AG shall follow its own emergency response plans.

Airport Altenrhein AG shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in cooperation with the relevant local authorities.

The Client shall reimburse Airport Altenrhein AG for any extra expenses incurred in rendering such assistance.

#### 1.5 Additional Services

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

#### 1.6 Priority

Airport Altenrhein AG shall, as far as possible, give priority to aircraft operating on schedule.



## Article 2 Fair Practises

Neither the Client nor Airport Altenrhein 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 Standard of Work

3.1 Airport Altenrhein 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. In the absence of instructions from the Client, Airport Altenrhein AG shall follow its own standard practices and procedures, which shall comply with the applicable Swiss rules, regulations and procedures.

3.2 Airport Altenrhein 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 shall follow its own standard practices and procedures.

3.3 Airport Altenrhein AG agrees to ensure that authorisations of specialised personnel performing services for the Client are valid and current. If at any time Airport Altenrhein AG is unable to provide authorised personnel as requested by the Client, Airport Altenrhein AG shall inform the Client immediately.

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

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

3.6 In the provision of the services, the Parties agree to comply with any applicable data protection laws.

## Article 4 Remuneration

4.1 The Client agrees to pay to Airport Altenrhein AG the agreed charges set out in the respective "Tariff Regulations" [<https://peoples.ch/business-aviation/facts-figures-lszz/fees-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.

4.2 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 in connection with the provision of services herein by Airport Altenrhein 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 5 Payment

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

## Article 6 Liability and Indemnity

In this Article, all references to:

- (a) "the Client" or "Airport Altenrhein 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 .

6.1 Except as stated in Sub-Article 6.5, the Client shall not make any claim against Airport Altenrhein 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, unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

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

6.2 The Client shall not make any claim against Airport Altenrhein 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 , unless done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

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

6.4 Airport Altenrhein 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, its servants, agents or subcontractors;
- (b) damage to or loss of property owned or operated by, or on behalf of, Airport Altenrhein 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.

6.5 Notwithstanding Sub-Article 6.1(d), Airport Altenrhein AG shall indemnify the Client against any physical loss of or damage to the Client's Aircraft caused by Airport Altenrhein AG's negligent act or omission provided always that the Airport Altenrhein AG's liability shall be limited to any such loss of or damage to the Client's Aircraft in an amount not exceeding the level of deductible under the Client's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000 except that loss or damage in respect of any incident below USD 3,000 shall not be indemnified.

This Sub-Article 6.5 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 6.5 does not affect or prejudice the generality of the provisions of Sub-Article 6.1 including the principle that the Client shall not make any

claim against Airport Altenrhein AG and shall indemnify it against any liability in respect of any and all consequential loss or damage, howsoever arising.

#### Article 7 Governing law and Place of Jurisdiction

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

Airport Altenrhein AG  
November 2022