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General Terms and Conditions of Business of Swiss Jet Ltd.

I. VALIDITY OF GENERAL TERMS AND CONDITIONS OF BUSINESS OF SWISS JET LTD.

These General Terms and Conditions of Business (hereinafter referred to as "Terms and Conditions") apply to all carriage agreed between Swiss Jet Ltd. and a passenger or a cargo consignor or a customer. The Terms and Conditions will also be applicable where the carriage is not documented in writing, electronically or in any other form, including where no order confirmation and/or air ticket has been issued.

II. CARRIAGE OF PERSONS

1. Conclusion and content of contract/payment for flight

- 1.1 Upon reservation of a flight by helicopter or winged aircraft, the customer and/or passenger concludes a contract with Swiss Jet. These Terms and Conditions form part of that contract.
- 1.2 Swiss Jet will confirm the reservation, if possible, in writing, per fax or e-mail. Swiss Jet will issue an air ticket before the flight. This may also be a fax or e-mail in exceptional cases. If the customer or passenger has reserved the flight together with other persons, Swiss Jet will be entitled to issue a joint air ticket for all of the group members (i.e. a collective ticket). These Terms and Conditions will also apply if Swiss Jet does not issue an air ticket (e.g. for boarding in open country).
- 1.3 The air ticket is simultaneously the baggage ticket for the carriage of baggage. Swiss Jet will carry the baggage provided space and safety regulations permit. The baggage must be agreed explicitly with Swiss Jet before the flight. As a rule, an item of baggage must not exceed the dimensions 80 x 40 x 30 cm, and the baggage per passenger must not exceed a weight of 20 kilograms. If several passengers are travelling in a group, the total weight limit can be calculated jointly; the dimensions for each item of baggage remain unchanged.
- 1.4 The passenger must inform Swiss Jet at the time of reservation if there are sensitive items in the baggage (e.g. delicate equipment or impact-sensitive equipment).
- 1.5 For reasons of safety (in particular, weight limits), it may be necessary to carry baggage separately. Swiss Jet reserves the right to have baggage transported by road to the agreed destination. The costs for this transport will be borne by the passenger. In principle, no articles listed in the IATA list of "Dangerous Goods" may be taken into helicopters or aircraft; this includes, but is not limited to, ammunition, explosives, easily combustible liquids, gases and toxic and radioactive substances. It is also forbidden to carry anaesthetics.

- 1.6 Swiss Jet undertakes to carry the passenger to the destination at the agreed time and at the agreed price. Subsequent alterations requested by the passenger concerning the time of the flight or route are only possible with the consent of Swiss Jet and may result in an alteration of the price.
- 1.7 The customer or passenger must pay the price for the flight by the date stipulated by Swiss Jet when the contract is signed. Unless agreed to the contrary, the price for the flight must be paid before the journey, and Swiss Jet may refuse carriage if the flight has not been paid for before starting the journey.
- 1.8 Swiss Jet may use a type of helicopter or aircraft for the flight that is different from the one contractually agreed, or it may commission a third party to perform the flight. This will not result in any additional cost to the customer or passenger.

2. **Delay and cancellation/deviation from the agreed flight route**

- 2.1 Swiss Jet will not be liable for the delay or cancellation of a flight provided it can show that it has taken all reasonable measures to avoid damage or was unable to take measures of such kind (e.g. due to meteorological conditions or for technical or operational reasons). If Swiss Jet is liable, it will only be liable for direct damage and not for consequential damage. In any event, liability will be limited: for the carriage of persons to a maximum of 4,150 SDRs (approx. CHF 6,850) per passenger and for the carriage of baggage to a maximum of 1,000 SDRs (approx. CHF 1,650) per passenger. The customer will bear the costs if de-icing of the aircraft is necessary for safety reasons. Otherwise the provisions of the Swiss Air Transport Regulation (*Lufttransportverordnung*) will apply.
- 2.2 If departure is delayed because the passenger is not ready to board at the agreed time, Swiss Jet may cancel the flight after a waiting period of one hour. In this case, the passenger will have no claim to reimbursement of the price for the flight or, as the case may be, will have to pay it later.
- 2.3 If departure is delayed for more than one hour or Swiss Jet has to cancel the flight for reasons for which the passenger is not responsible, Swiss Jet will reimburse the price of the flight. Where the passenger is taking part in a sightseeing flight or has a flight voucher, the flight will be postponed to a later date. All further claims are excluded.
- 2.4 If Swiss Jet has to interrupt the flight for technical reasons or due to weather conditions, it will bring the passenger, as quickly as possible, to the point of departure or to the destination and will be free to choose the same or another means of carriage for this purpose. In the event of a return to the point of departure, Swiss Jet will repeat the flight as soon as possible. If Swiss Jet brings the passenger to his/her destination by another means of carriage, it will bear the costs incurred. All further claims are excluded.
- 2.5 Where Swiss Jet informs the passenger before departure that the flight may possibly have to be interrupted en route due to the meteorological conditions and if the passenger accepts this risk, the passenger will be required to pay the costs for further travel or return by another means of carriage. He/she will also be liable to pay Swiss Jet the agreed flight price if the flight is interrupted, less any fees and fuel costs saved.

- 2.6 If the customer cancels the flight, Swiss Jet reserves the right to charge the following cancellation fees:
- 25% of the agreed flight price – for cancellation 20 to 7 days before departure
 - 50% of the agreed flight price – for cancellation 6 days to 24 hours before departure
 - 75% of the agreed flight price – for cancellation less than 24 hours before departure
3. **Liability for personal injuries and damage to baggage**
- 3.1 Swiss Jet will be strictly liable up to a sum of 100,000 SDRs (approx. CHF 165,000) for any accident in which a passenger is killed or injured. In addition, Swiss Jet will be liable for all damage shown unless it is able to prove that it took all reasonable measures to avoid the damage or was unable to take measures of such kind. In the case of accidents in which persons are harmed, Swiss Jet will provide immediate financial aid; where the accident results in death, the immediate aid will amount to at least 16,000 SDRs (approx. CHF 26,500).
- 3.2 If Swiss Jet offers the passenger or his/her relatives higher compensation for an accident resulting in personal injury than it is required to do by law, or if it does not submit evidence that would exonerate it, such offer and waiver will only be valid in respect of those injured and not in respect of their social insurance funds or other insurers with rights of recourse. In addition, the claims of such insurers will be reduced by the payments made by Swiss Jet to the passenger and his/her relatives.
- 3.3 Where Swiss Jet has concluded passenger accident insurance for the benefit of passengers in addition to liability insurance and if same pay compensation following an accident in which persons are injured, Swiss Jet will deduct the payments from the accident insurance from the liability claims of the injured persons.
- 3.4 The liability of Swiss Jet for destruction or loss of or damage to baggage is limited to a maximum of 1,000 SDRs (approx. CHF 1,650) per passenger. Swiss Jet will only be liable for unchecked baggage, including personal items, if the damage can be attributed to its negligence or the negligence of its employees or agents.
- 3.5 Swiss Jet's liability for the carriage of valuable or sensitive baggage will be in accordance with clause 3.4 even if the passenger has reported the contents of the baggage. The limitation on liability pursuant to clause 3.4 will not apply, however, for checked baggage if the passenger provides a declaration of value and pays the surcharge required by Swiss Jet; in this case, Swiss Jet will be liable up to the amount specified, unless it can demonstrate that this is higher than the actual value of the checked baggage.
- 3.6 In all cases, Swiss Jet will only provide compensation for direct damage and not for consequential damage. In particular, Swiss Jet will not be liable for ensuring that appointments (meetings) can be kept or for reaching connecting flights.
- 3.7 Where Swiss Jet does not carry baggage by helicopter or aircraft but commissions a third party for the carriage, it will not be liable for damage occurring due to or during carriage of this kind. In this case, Swiss Jet will assign its claims with regard to the third party to the passenger.

- 3.8 Swiss Jet accepts no liability for the actions of third parties or for the conduct of passengers. If a passenger ignores instructions from the pilot or flight personnel of Swiss Jet, he/she will be liable for the consequences of his/her actions.

4. Safety, right of instruction by the pilot

- 4.1 As captain on board the pilot has the right to give instructions to all of the passengers. Passengers must follow his instructions and the instructions of other crew members.
- 4.2 Swiss Jet is entitled to refuse to carry passengers who behave improperly or who represent a danger to persons or things. Where this occurs, the passenger will have no right to reimbursement of the flight price or, as the case may be, will remain liable for its payment.

5. Permits and safety measures for the departure and landing places

- 5.1 The customer will be responsible for obtaining the necessary permits for departure and landing outside permitted airfields and landing places. Swiss Jet may request the customer to make the permit available to it before the flight.
- 5.2 Departure and landing places must be as free from dust as possible, and loose objects must be removed or secured. Downdrafts can reach velocities between 120 and 180 km/h. This means that the customer must clear the departure and landing places carefully.

6. Flights abroad/travel documents

In the case of flights abroad, passengers are responsible for possessing the necessary travel documents (passport) and any departure or arrival permits (visa). They will be responsible for the costs they incur and those incurred by Swiss Jet (including any fines) if they are officially refused entry or departure.

7. Applicable law and place of jurisdiction

- 7.1 The carriage of passengers by Swiss Jet will be governed by Swiss law, excluding its rules of conflicts of laws. In addition, international agreements (in particular the Montreal Convention, Regulation [EC] No. 2027/97 and Regulation [EC] No. 261/2004) may also apply to the carriage within the scope of their range of application.
- 7.2 **The courts of Zurich will have jurisdiction.**

III. CARRIAGE OF CARGO

8. Conclusion and content of contract/air waybill

- 8.1 The contract between the customer and Swiss Jet is formed upon acceptance of the offer (contract of carriage by air). Swiss Jet undertakes to carry the goods at the agreed time and at the agreed price. Swiss Jet will provide a suitable helicopter or aircraft with crew and flight assistants for this purpose. These Terms and Conditions form part of the contract.
- 8.2 Swiss Jet will confirm the carriage, if possible, in writing, by fax or e-mail. In exceptional cases, the order may also be given verbally. Swiss Jet will issue an air waybill (air consignment note) as confirmation of conclusion of the contract before the flight, on which are stated the place of departure, destination and weight of the cargo. If Swiss Jet does not issue an air waybill, these Terms and Conditions will nevertheless be applicable.
- 8.3 Swiss Jet may combine several items of cargo on one air waybill, even if carriage continues over an extended period of time.
- 8.4 The weight of the cargo will be determined by the onboard weighing system. The weight of the suspension gear and cargo hook will be deducted from the reading.
- 8.5 If Swiss Jet informs the customer of prices with a price list, such prices will apply in each case until the end of the calendar year, provided nothing has been agreed to the contrary. Swiss Jet reserves the right to impose surcharges for increased fuel prices.
- 8.6 Swiss Jet may use a type of helicopter or aircraft that is different from the one contractually agreed, or it may commission a third party to perform the flight. This will not result in any additional cost to the customer.

9. Carriage price

- 9.1 The agreed price will be for carriage under normal conditions of visibility and wind and will be determined according to the weight carried. If charging is agreed according to rotations, one rotation will be considered one flight from the place of loading to the place of unloading and the return journey.
- 9.2 Unusual meteorological conditions (in particular, high temperatures or strong winds) reduce the performance of helicopters and aircraft. Swiss Jet will be entitled to increase the agreed price for these reasons. If the price increases by more than 10%, Swiss Jet will only carry the cargo following consultation with the customer.
- 9.3 If the customer alters the flight route after concluding the contract or if the weight of the cargo being carried is changed, this may result in an adjustment of the price.
- 9.4 If a flight cannot be made due to bad weather, a technical defect, strike or force majeure, Swiss Jet will, upon request, arrange an alternative flight and charge the customer an additional service fee of 15% for the associated costs: the amount will be set off against the flight price already agreed. If the alternative transport is less expensive, Swiss Jet will reimburse the difference.
- 9.5 Swiss Jet will submit a written invoice to the customer for the carriage of the cargo. This will be payable within ten days. Swiss Jet will charge interest at the rate of 5% following expiration of this period.

10. Cancellation

- 10.1 If the customer cancels the flight, Swiss Jet reserves the right to charge the following cancellation fees:
- 25% of the agreed flight price – for cancellation 20 to 7 days before departure
 - 50% of the agreed flight price – for cancellation 6 days to 24 hours before departure
 - 75% of the agreed flight price – for cancellation less than 24 hours before departure
- 10.2 Swiss Jet will be entitled to cancel the flight due to meteorological conditions or for technical or operational reasons. In this case, it will reimburse the carriage price if the customer has already paid. All further claims are excluded.

11. Preparation and packing of cargo

- 11.1 The customer is required to prepare and pack the cargo so that it can be carried without danger to the goods conveyed or third parties. The agreed weight and dimensions of the cargo must not be exceeded. Swiss Jet will provide transport material for carrying the cargo, such as concrete buckets, nets and slings. The customer may only use this material for packing and securing the cargo and must handle it with care.
- 11.2 Swiss Jet personnel are entitled to request packing other than that chosen by the customer for safety reasons; same will be at the cost of the customer.

12. Permits and safety measures for the departure and landing places

- 12.1 The customer will be responsible for obtaining the necessary permits for departure and landing outside permitted airfields and landing places. Swiss Jet may request the customer to make the permits available to it before the flight.
- 12.2 Departure and landing places must be as free from dust as possible, and loose objects must be removed or secured. Downdrafts can reach velocities between 120 and 180 km/h. This means that the customer must clear the departure and landing places carefully.
- 12.3 The customer is responsible for ensuring that its personnel and all other persons on the departure and landing places follow the applicable safety regulations and the instructions of the pilot, other crew members and flight assistants.
- 12.4 In the case of flights over residential areas, the customer will notify residents of the flights no later than five days in advance. It will notify them of the following: place, time and duration of the flight, type of cargo, safety measures, such as closing of windows, retracting of blinds, securing of loose objects, bringing animals to safety, re-parking of vehicles, as well as the name and telephone number of Swiss Jet.

13. Performance of flight/delay

- 13.1 Swiss Jet will not be liable if carriage is delayed or a flight is cancelled provided it can show that it has taken all reasonable measures to avoid damage or was unable to take measures of such kind (e.g. due to meteorological conditions or for technical or operational reasons). If Swiss Jet is liable, it will only be liable for direct damage and not for consequential damage. The same liability limits will also be applicable as in clause 15.1. Otherwise the provisions of the Swiss Air Transport Regulation will apply.

- 13.2 If departure is delayed because the cargo is not ready for carriage or because the customer has not informed residents sufficiently or because safety at the places of departure and landing is not ensured (clauses 11 and 12) or for other reasons for which the customer is responsible, Swiss Jet may cancel the flight following a waiting period of one hour. In this event, the customer will have no claim to reimbursement of the carriage price or, as the case may be, must pay it later.
- 13.3 Instead of cancellation pursuant to clause 13.2, Swiss Jet may itself, at its own discretion, improve the packing or take the necessary safety measures. In this event, the customer must bear the additional costs incurred and pay a standing fee of CHF 2,000 per hour.

14. Carriage of animals, hazardous goods and sensitive materials

- 14.1 Swiss Jet will carry hazardous goods, such as explosives or chemicals, if the customer notifies it of same before concluding the contract. The customer will be responsible for ensuring that all necessary safety precautions have been taken for the carriage of hazardous goods and that all employees involved with the preparation and carrying of this cargo have the necessary training and possess the prescribed licences. Swiss Jet may request the customer to present the licences.
- 14.2 If the cargo is sensitive (e.g. animals, delicate and impact-sensitive equipment, materials sensitive to heat or cold, plants or glass), the customer must inform Swiss Jet of this before concluding the contract.

15. Liability for damage and insurance

- 15.1 Swiss Jet will be liable for all damage caused to the cargo by an event occurring during air transport unless it is able to prove that it took all measures necessary to avoid the damage or was unable to take measures of such kind. Furthermore, it will not be liable where it is able to prove that the damage was caused by unsuitable packing or packing contrary to the regulations (cf. clause 11.1) or other reasons defined by law. The liability of Swiss Jet will be limited to 17 SDRs (approx. CHF 28) per kilogram.
- 15.2 The limitations on liability in clause 15.1 will also apply to the carriage of valuable consignments, unless the passenger provides a declaration of value and pays the surcharge required by Swiss Jet. In this event, Swiss Jet will be liable up to the value of the agreed amount, unless it can prove that such amount is in excess of the actual value of the cargo.
- 15.3 Swiss Jet will not be liable for damage resulting from the acts or omissions of the customer, its employees or assistants. Swiss Jet will also not be liable for damage resulting from its following the instructions of the customer. The customer will indemnify Swiss Jet if Swiss Jet is sued by a third party for damage of this kind.

- 15.4 The customer will be liable for damage resulting from failure to fulfil obligations accepted under these Terms and Conditions or resulting from its breach of the law. It will be liable in particular if it does not pack the cargo adequately or with sufficient care or if it violates safety regulations. It will also be liable where a third party for which it is responsible under these Terms and Conditions or according to the law violates safety regulations (see clause 12). The customer will indemnify Swiss Jet if Swiss Jet is sued by a third party for damage of this kind.
 - 15.5 If the customer or its employees are injured on the ground by the operation of the helicopter or aircraft, Swiss Jet will only be liable if the injury was caused intentionally or by gross negligence. This provision will also apply to claims against the owner of the helicopter or aircraft where Swiss Jet uses a helicopter or aircraft for which it is not registered as owner.
 - 15.6 If the customer or recipient discovers that the cargo was damaged during carriage, Swiss Jet must be informed of this immediately in writing, but no later than 14 days after the carriage has taken place.
 - 15.7 Swiss Jet accepts liability for damage to goods carried to the extent legally required and is insured in this amount. To the extent that Swiss Jet is not liable, the customer must take out insurance against possible damage, in particular for damage to valuable or sensitive cargo.
 - 15.8 Swiss Jet will not be liable for the services, acts or omissions of third parties (e.g. catering, taxi, hotel, etc.).
 - 15.9 If Swiss Jet or its insurance company compensates a third party for damage caused by the act or omission of the customer, its employees or assistants, the customer will reimburse Swiss Jet or its insurance company for these costs. This applies in particular if the customer, its employees or assistants have violated safety regulations.
- 16. Flights abroad/import and export documents**
- 16.1 The customer will provide all import and export documents necessary for the international carriage of cargo.
 - 16.2 In the case of flights abroad, the foreign regulations applicable to the operation of a helicopter or aircraft may differ from Swiss regulations. If Swiss Jet is subject to these regulations, it will not be liable for any damage resulting from its compliance with them.
- 17. Applicable law and place of jurisdiction**
- 17.1 The carriage of cargo by Swiss Jet will be governed by Swiss law, including the international agreements applicable (in particular the Montreal Convention), but excluding Swiss rules of conflicts of laws.
 - 17.2 The courts of Zurich will have jurisdiction.

IV. CARRIAGE OF CARGO BY SLING LOAD

18. Conclusion and contents of contract/air waybill

- 18.1 The provisions of these Terms and Conditions regarding the Carriage of Cargo (III) will apply to the carriage of cargo by sling load unless there are any special provisions set forth below.
- 18.2 Swiss Jet undertakes to provide a suitable helicopter with crew and auxiliary personnel for carrying cargo by sling load. An air waybill (air consignment note) will not normally be issued. Clause 8 concerning the carriage of cargo is, among others, also applicable to the conclusion and content of the contract.

19. Permits and safety measures

- 19.1 Any permits required for carrying cargo by sling load must be obtained by the customer. Cf. in particular clause 12.1 concerning the carriage of cargo.
- 19.2 The customer is responsible for ensuring that its personnel and all other persons concerned or involved with carrying cargo by sling load or who are present at the point of departure or landing observe the applicable safety regulations. It must ensure that these persons are provided with the necessary prescribed protective equipment and that persons without the prescribed equipment are removed from the departure or landing place. The customer must ensure that any spectators observe the necessary safety distances.
- 19.3 The customer is responsible for ensuring that its personnel and all other persons concerned or involved with carrying cargo by sling load or who are present at the departure or landing place follow the instructions of the pilot, other members of the crew and flight assistants.
- 19.4 If possible, Swiss Jet will not fly over houses, roads, railways, chairlifts or the like. If possible, roads will only be flown over when blocked. The customer is responsible for the blocking of roads and all other safety measures required, in particular at the places of loading and unloading.
- 19.5 Furthermore, reference is made to clauses 12.2 and 12.4 governing the carriage of cargo.

20. Liability for damage

Swiss Jet will be liable for damage caused intentionally or due to gross negligence by itself, its employees or assistants. In all cases, the limits on liability and other liability conditions governing the carriage of cargo will be applicable (clause 15).

Samedan/Zurich, October 2009

Translation of the original German conditions of carriage which will prevail over this translation