

Special Terms and Conditions for Fixed Base Operation Services (STC FBO) provided by RUAG

1. Scope and Application

- 1.1 These STC FBO govern the conclusion, content and performance of FBO Services (hereinafter referred to as "Services") provided by RUAG Group companies (hereinafter referred to as "RUAG") or such Services organized by RUAG from third parties to the benefit of the Customer.
- 1.2 For all services concerning aircraft maintenance, repair and overhaul work RUAG's "General Terms and Conditions for Supplies and Maintenance Services (GTC S&MS) for RUAG Schweiz AG" shall apply.
- 1.3 The Customer shall request Services in advance by e-mail, fax, post or phone. These STC FBO become applicable and a valid contract is concluded upon Customer's acceptance of RUAG's offer or order confirmation in writing, per e-mail or per fax. Any Customer's general terms and conditions whatsoever are hereby explicitly excluded.
- 1.4 Information about the scope and prices of individual Services is provided by the latest brochures, RUAG's website, and on request. RUAG may also delegate the provision of the Services to third parties.

2. Customer's Obligations

- 2.1 The Customer shall supply in advance, at no cost to RUAG, all the information and documents required by RUAG to perform the Services. In particular, the Customer shall announce to RUAG his flight plan, as well as all necessary information and instructions about the aircraft, the client, and the payment, in sufficient time to allow the performance of contractual duties.
- 2.2 Additionally the Customer shall be present on time for appointments set by RUAG. On early or late arrival of the aircraft, RUAG shall not be held liable for any missed or delayed performance. In the event of flight plan changes, the Customer shall notify RUAG in time of the intention to use the Services, the estimated time of arrival and other necessary information.
- 2.3 The Customer must comply with all applicable RUAG's site rules, air transport regulations, as well as the policies and rules of the Airport, customs regulations and travel documents requirements.

3. Performance by RUAG

- 3.1 The nature and scope of the Services to be provided by RUAG shall conform to the provisions of the confirmed offer which may be based on or refer to other documents.
- 3.2 Upon confirmation of the offer by the Customer, RUAG shall perform the requested Services. RUAG warrants careful and faithful performance of the ordered Services. The performance of these Services is subject to availability of personnel and/or equipment, as well as the airport's traffic situation at the time of scheduled performance.

4. Payment

- 4.1 If not otherwise agreed, payments come due immediately after the performance of the Services without reminder. Customer shall pay all fees and charges timely, either by cash or by from RUAG accepted credit card before departure, or upon arrangement by invoice within 30 calendar days of the invoice date.
- 4.2 RUAG is entitled to request full or partial advance payment, or may at its discretion make other arrangements for payment.
- 4.3 Unless otherwise agreed the remuneration for Services do not include:

- any charges, fees or taxes imposed or levied by the airport, customs or other authorities against the Customer or RUAG in connection with the provision of Services by RUAG or in connection with the Customer's flight;
- 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 entirely by the Customer.

5. Personal Data and Disclosure of Information

In order to efficiently manage and provide requested and future Services to the Customer, RUAG may collect data about the Customer, the end customer, and the Customer's aircraft which are relevant to fulfill contractual obligations, billing procedures, and generally to ensure a high standard of service level and security.

By requesting or accepting RUAG's Services, Customer gives his consent that RUAG may collect those data and share them exclusively with its business partners and within RUAG Group in order to develop and adjust its Services and offers individually for the Customer. In doing so, RUAG will collect and process personal data only for lawful purposes and will comply with applicable data protection provisions.

6. Right to Refuse Services

RUAG may refuse a part of or all Services to any Customer:

- who is under the influence of alcohol or drugs;
- whose behavior towards other customers or agents could cause discomfort to other customers;
- who arrives late for a departing appointment;
- who arrives with a larger number of persons than indicated in the order;
- who has not completed the payment.

7. Force Majeure

RUAG shall not be liable for any delays due to reason of Force Majeure, and shall be exempt from execution if performance of the Services becomes impossible, with no obligation to provide compensation. Depending on the circumstances such events may include, but are not limited to: acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, governmental priorities, fires, strikes, lockouts or other labour disputes, nuclear incidents, sabotage or epidemics, quarantine restrictions and freight embargoes, or inability due to causes beyond RUAG's reasonable control to timely obtain necessary and proper labour, materials, components, facilities, energy, fuel, transportation etc.

8. Liability

RUAG's liability is exclusively limited to cases of breach of contract caused by RUAG's gross negligence or intent.

9. Applicable Law and Jurisdiction

- 9.1 Apart from the present terms, Swiss substantive law shall apply.
- 9.2 The ordinary courts at RUAG's place of business shall be competent for all disputes arising out of or in connection with this contractual relationship.