

General Business and Insurance Conditions
HELISWISS INTERNATIONAL AG, CH-6403 Küssnacht am Rigi, SWITZERLAND

1. General terms

HELISWISS INTERNATIONAL AG, Küssnacht CH and HELISWISS INTERNATIONAL AG, branch office Balzers FL, hereinafter called operator, offer helicopter services throughout the world. Orders are executed by the helicopter company HELISWISS INTERNATIONAL AG or by third companies on behalf of HELISWISS INTERNATIONAL AG.

1.1 Preparation of support equipment and cargo

The operators provide the necessary support equipment such as belts, slings, chains, concrete buckets, nets etc. as well as the flight assistants required for each operation. It is the customer's responsibility to pack and position the cargo in such a way as to prevent it from getting damaged due to occurring winds during operation. For damaged cargo due to faulty or inadequate packaging and inappropriate positioning the customer is exclusively liable. A test report or a constructing engineer's confirmation on the break and tear strength of all support equipment to be attached directly to the cargo by the customer has to be furnished on demand. The cargo load is attached to the helicopter by the operator's employees.

1.2 Preparation of the landing strip

During take-offs, hovers, transport flights and landings, helicopters cause a downwash of 100km/h to 180km/h (biglifters). It is the customer's responsibility – within the realms of possibility - to see to it that take-off and landing strips as well as working sites are freed of small particles and dust. All loose objects which risk to get carried away by the downwash absolutely have to be fastened or removed by the customer in advance. The operators reject any liability for downwash damages caused to humans, animals, equipment, cargo, vehicles, flowers, buildings, windows etc.

Residents have to be informed by the customer at least 2 days prior to the planned helicopter operation. For residential neighbourhoods an information obligation is applicable consisting of: place, time and duration of the operation / nature of cargo / necessary precautions (closing windows, retracting blinds, attaching loose objects, relocating animals, moving cars, removing garden furniture etc.) / keeping off the area of danger / address and telephone number of operator in case of queries.

The customer becomes liable for compensation for any extra cost, including possible room and board charges for the crew, arising from a delay of the operation due to inadequate or insufficient preparations. If required and at his own cost, the customer may ask the operator to help him with the preparations.

If, due to local political unrest in the area of operation, the local police cannot guarantee a secure deployment of helicopter/s, vehicles and equipment, said preparations have to be commissioned by the operator at customer's cost.

Any vehicles needed on the day of operation to transport persons or material, if such transportations are inevitable for a smooth course of action, have to be provided by the customer at his own cost.

1.3 Payload / capacity

Maximum payload/capacity is calculated based on average conditions and on seasonal empirical values (temperature) expected for the given place on the planned day of operation. For this procedure the following criteria are borne in mind: height above sea level, outside temperature, cargo volume (length x width x height), individual load weight and nature of operation (transport- or assembly flight). Should the actual data on the day and at the place of operation, due to meteorological fluctuations, differ from the calculations in the quotation the expected payload/capacity alters. This may result in an increased number of rotations, more time for preparation and for take-off procedures as well as in an extended immobilization time. Additional expenditure arising from such alterations is to be borne by the customer.

Should the actual load weight exceed by more than 5% the weight stated in the request for quotation, resultant costs for necessary additional rotation time, transport preparations, number of rotations, adaptations, take-off procedures and immobilization will be charged to the customer. Determining factor in assessing the load weight is the helicopter's on-board scale minus 200 kg for suspension, support equipment and cargo hook. Any weight specifications provided by the customer have to be confirmed by means of a weighing certificate or a calculation base.

The operators and the insurance company respectively disclaim any liability for damaged cargo, support equipment, helicopters or third parties caused by an overweighed load. The customer becomes liable to pay compensation.

1.4 Deviation from quotation / order confirmation

If the customer alters the order versus the quotation and the order confirmation respectively, e.g. different take-off or working sites, heavier loads or a modified rotation process, the operator reserves the right to adjust the invoice accordingly (additional expenditures versus quotation are calculated at standard company rates). The operator reserves the right to utilize a different type of helicopter than stated in the quotation; such change has no influence on the billing, unless heavier load weight or higher air temperature than anticipated make the use of a bigger helicopter inevitable.

1.5 Safety equipment

It is the customer's responsibility to provide his personnel with intact and proper protective clothing according to the legal requirements of the country in question and to make sure that such clothing is worn during the helicopter operation. The protective equipment consists at least of the following items: helmet / signal-vest / sturdy shoes / securing belt / protection goggles. In case of non-compliance with these regulations, the operator and the insurance respectively disclaim liability and claims of any kind. At customer's cost, the operator instructs the employees participating in the operation on all safety issues.

1.6 Authorizations

The landowner's consent for the use of take-off and working sites as well as possible extra authorizations (administration / community / police) are to be obtained by the customer with copies for the attention of the operator's controller team. Upon mutual agreement, these authorizations may also be obtained jointly or by the operator alone.

1.7 Operations abroad

Permissions and concessions for helicopter operations abroad are subject to the effective regulations of the country in question. Exact operation dates can only be fixed upon receipt of all authorizations.

1.8 Notification of claim

Claims for compensation originating from damages caused by the operator are to be reported to the latter in a registered letter. The operator's insurance reserves the right to have damages examined by its expert. Repairs require the operator's consent.

1.9 Act of God

For delays of the planned helicopter operation due to an act of God (meteorological conditions, political unrest etc.) or a technical disturbance neither of the contracting parties may claim compensation from the other.

1.10 Validity of quotations

Unless otherwise agreed, all prices quoted are valid for 90 days from date of quotation. Excepted are adjustments due to an increased VAT rate or higher fuel prices.

1.11 Payment conditions

Quotations are made out by HELISWISS INTERNATIONAL AG. Invoices may be issued either by HELISWISS INTERNATIONAL AG, Küssnacht CH or HELISWISS INTERNATIONAL AG, branch office Balzers FL. Operations abroad are executed upon pre-payment, bank guarantee or as per special agreement. Invoices are due for payment within 20 days net.

1.12 Interest on arrears

For invoices still due on payment date, 5% interest on arrears will be charged.

1.13 Cancellation costs

In case of a cancellation of the planned operation within 10 days of the designated date, a cancellation fee of 1/3 of the transit flight and the installation costs as per quotation become due.

1.14 Miscellaneous

The operator reserves the right to perform a chargeable on-sight inspection / appraisal / process planning, prior or after finalizing the quotation, yet always before order confirmation.

2. Insurance regulations / passenger flights

Passenger transports are subject to the provisions of the Swiss Air Transport Regulation, the Warsaw Convention and its Additional Protocols and, if applicable, the EC Council Regulation 2027/97 on air carrier liability in the event of accidents. The insurance company is only liable to the extent of the legal minimum.

3. Insurance benefits

Transported external and/or internal cargo loads are insured up to CHF 100'000 / € 90'000 per flight and any one occurrence caused by the operator. For orders involving single loads (internal or external) exceeding this value, the customer has to inform the operator in writing on the sum each single load is to be insured. Likewise do loads representing a higher risk (high value, goods sensitive to vibration, temperature, air pressure and impact) have to be announced ahead of time. The costs for additional higher insurance coverage are to be borne by the customer. Without information and consequently without additional insurance no claims can be asserted in case of damage.

Information on the amount covered for third party liabilities may be obtained from the operators.

4. Place of jurisdiction

Place of jurisdiction is Zurich. The legal relationship is exclusively subject to Swiss Law (without reference rules to foreign law)

By placing an order in writing, verbally or by phone, the customer accepts the above mentioned business and insurance conditions. The customer has to make sure that all his employees as well as third persons are informed on the content of these business and insurance conditions ahead of time.

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