

General Terms and Conditions Hangarage Bern Airport

These hangarage general terms and conditions apply to all AD-HOC parkings in the Hangar or outside of the terminal north at Bern Airport. The Parties involved are named as follows:

- Flughafen Bern AG (FBAG)
- TecJet AG (TecJet)
- Alpine Sky Jets Ltd (ASJ)

(from time to time also these three company collectively referred to as the «Parties»)

- Aircraft operators and owners (The Client)

Declaration and Definition

Art. 1 TecJet represented by Alpine Sky Jets Ltd. is the owner of the Hangar, Flugplatzstrasse 65, 3123 Belp which is situated in the Terminal North of Bern Airport, Switzerland.

Art. 2 ASJ in cooperation with FBAG provides rental space intended for the hangaring of aircrafts and is the authorized holder of valid permits and licenses for the provision of this service through its own fully-trained employees.

Entry in hangars and parking areas

Art. 3 The Client is entitled to enter the hangar and parking areas and move within them only with the knowledge of and/or when escorted by an employee of ASJ and/or an FBAG.

Art. 4 The Client may at any time be subjected to a safety check, a check upon items brought into or out of the premises or a test for the presence of alcohol or psychotropic substances. When within these restricted areas the Client is obliged to abide by the instructions of the escort and wear a visitor's card or identification card attached to his clothing in a visible place.

Art. 5 In order to protect air traffic against unlawful activity and to assure the safety of persons and property, it may have a camera system with video recording in the hangar mentioned above.

Rights and responsibilities of the Client during the hangaring and parking of aircraft

Art. 6 The right of the Client arises for the hangaring and parking of aircraft based on this valid general term during the stay of the parking.

Art. 7 Upon landing, the aircraft will be left by the crew in a given position in a state that allows for it to be towed.

Art. 8 Aircraft towing is done exclusively by employees of FBAG or/and ASJ using the appropriate technical equipment.

Art. 9 FBAG or/and ASJ is/are authorized to refuse to tow an aircraft for a necessary period in case of substantial operational or safety reasons. In such a case, the Client is to abide by such a decision for its duration.

Art. 10 The Client must verifiably submit the requests for hangaring and parking aircraft to FBAG or/and ASJ, at least three hours in advance, using a written or electronic order. The written document is kept on file, even if the order is made electronically or via some other technical means which enables the capture of the contents and designation of the Client.

Fuel uplift/Maintenance

Art. 11 Any handling of fuel in the hangar and on the parking space without prior approval is strictly FORBIDDEN.

Art. 12 Filling an aircraft with fuel is to be done exclusively by the supplier of fuel approved by FBAG and to be done in stipulated places and using equipment for such purposes.

Art. 13 Any fuel and other operations fluid leaks must be immediately reported to FBAG/ASJ. Neither the Client nor any of its associates or employees shall perform any work on the aircraft without the handling agents or TecJet prior approval.

Art. 14 The Client is required to accept all measures necessary in order for the risk to be reduced to the minimum, so as to protect the health and safety of persons and to prevent damages to life, health, property and the environment

Drive units of aircraft

Art. 15 Starting and engine tests of jet, propeller and assisting (APU) fuel units are to be performed exclusively outside of the hangars, in areas assigned and intended for such activities, at a safe distance from the buildings and always only after prior approval with employees of FBAG or ASJ.

Art. 16 FBAG and/or ASJ is authorized to set a time and place for operating drive units and, if necessary, to likewise limit or forbid them. In such case the Parties carry no responsibility for damages incurred.

Protecting safety and health during work and fire safety

Art. 17 The Client is bound to announce to all its employees and/or representatives any possible risks and of the need to uphold the rules of safe work and fire safety. Furthermore, the Client is bound to give the order for the activity to be conducted in such a way as to prevent fires, an injury to oneself or the injury of others or damage to health, property or the environment.

Art. 18 Employees and/or their representatives of the Client at work are required to:

- a. Use the stipulated protective measures and aids and abide by the safety inscriptions, notices, signals and instructions;
- b. Abide by the ban on alcohol consumption and use of psychotropic substances at facilities of the Parties, and the requirement to undergo tests for the presence of alcohol and psychotropic substances;
- c. Abiding by the total ban on smoking, and of using an open fire;
- d. Inform the Parties of all work injuries that have occurred, without delay.

Insurance

Art. 19 The Client shall ensure that, insurance of the aircraft against all risks including loss of or damage to the aircraft and any liability for injury or damage caused by or arising out of or in connection with the operation or use of the aircraft (including injury to and death of passengers and person on the ground and damage to and destruction of property), is all the time maintained and in full force and effect.

Art. 20 In case of a caused damage by the Client, the Client confirms herewith to overtake all caused costs including but not limited to losses resulting from delays, loss of use, loss of profits, loss of revenue or increased costs.

Art. 21 The Client shall ensure that the aircraft is insured with a minimum of ground risk cover throughout the period of the aircraft hangarage.

Art. 22 At all times the risk of a loss or damage to the aircraft shall remain with the Client or the respective owner of the aircraft, as the case may be including, without limitation, loss of use or any other indirect, incidental special, economic or consequential losses or damages.

Art. 23 The Parties are not liable to the Client for any consequential, indirect or economic loss (including but not limited to losses resulting from delays, loss of use, loss of profits, loss of revenue or increased costs) arising directly or indirectly out of, or in connection with these general terms. The Client hereby waives any right it may have to claim from any such losses or damages from the other Party.

Jurisdiction/Applicable law

Art. 24 The place of jurisdiction is at the location of the property.

Art. 25 These general terms shall be exclusively governed by Swiss law.

Art. 26 If one or more provisions of these general terms shall for any reason be held invalid, illegal or unenforceable in any respect, the validity of the remaining provisions shall not be affected thereby, and these general terms shall be interpreted and construed as if such provision, to the extent the same shall have been contained herein. The Parties agree to work together in good faith as to replace such term by a new one which comes as close as possible to the intended economic purposes as possible.

Art. 27 Alterations of and supplements to this contract are only valid with mutual consent and in written form. The English language shall be the ordinary language of any written documents between the Parties.

These general terms and conditions are accepted by booking a hangar place at Bern Airport.

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