

GENERAL TERMS AND CONDITIONS OF CARRIAGE OF *HELI REZIA SA*

I. VALIDITY OF GENERAL TERMS AND CONDITIONS OF CARRIAGE OF *HELI REZIA SA*

These General Terms and Conditions of Carriage shall apply to any transports agreed with *Heli Rezia SA* by a passenger or a sender of cargo.

II. PASSENGER TRANSPORTATION

1st Signature and contents of contract / payment for flights

- 14th1 On booking a helicopter flight, the passenger has concluded a contract with *Heli Rezia SA*. These General Terms and Conditions of Carriage shall be an integral part of that contract.
- 14th2 If possible, *Heli Rezia SA* shall confirm a booking in writing and issue a flight ticket. Should a passenger have booked a flight together with other persons, *Heli Rezia SA* shall be entitled to issue a collective flight ticket for all of them. These conditions shall also apply when *Heli Rezia SA* is unable to issue flight tickets due to external circumstances (for instance, boarding in difficult terrain).
- 14th3 The flight ticket shall also be the luggage check for luggage transport. *Heli Rezia SA* agrees to transport luggage subject to space being available or safety regulations allowing this. The maximum dimensions of a piece of luggage shall be 80 x 40 x 30 cm and per passenger a maximum of 20 kg of luggage shall be allowed. Should several passengers travel in a group, the maximum allowed dimensions per piece of luggage shall still apply but weight limits shall apply to the total weight limits of luggage (see also para. 3.5).
- 14th4 When booking, the passenger shall inform *Heli Rezia SA* should his luggage include valuables, sensitive equipment or items.
- 14th5 For reasons of safety (in particular weight limits), luggage may have to be transported separately. *Heli Rezia SA* reserves the right to have luggage transported by road to an agreed destination. The cost of this transport shall be paid by the passenger.
- 14th6 *Heli Rezia SA* agrees to transport the passenger at the agreed time and agreed price to the destination, and to communicate possible transfer costs. Subsequent changes in time or route of a passenger's flight may cause a price change.
- 14th7 The passenger shall pay for the price of the flight at the time stated by *Heli Rezia SA* when a contract is concluded. Should the passenger have to pay for a flight in advance, *Heli Rezia SA* may refuse to provide transport should the passenger not have paid for his flight prior to the start of his journey.
- 14th8 *Heli Rezia SA* shall be entitled to deploy another helicopter type for the flight than agreed in the contract or may commission a third party to make the flight, without the passenger incurring any extra cost.
- 14th9 In case of flights with no planned standstill of the helicopter at the arrival point, the helicopter may take the maximum authorized number of passengers on board, taking into consideration that they are always accompanied by a flight attendant responsible for the security, boarding and exit of the passengers.

2nd Delay and cancellation / variation of agreed flight route

- 14th1 A flight may be delayed or have to be cancelled due to technical, weather, operational or emergency reasons. In case of delay, *Heli Rezia SA* shall not be liable for any general loss/damage unless caused by *Heli Rezia SA*. In this case, its liability shall be limited. *Heli Rezia SA* shall only be liable for the compensation of any direct loss/damage and no consequential damage. In all other respects, the provisions of the Swiss Air Transport Regulation (Luftransportreglement) shall apply.
- 14th2 Should departure be delayed because of the passenger not being ready for boarding at the agreed time, *Heli Rezia SA*, according to availability, shall be entitled to cancel the flight after a waiting time of one hour. In this case, the passenger shall have no claim to any refund of the price for the flight or he shall pay for it later on if not paid in advance.
- 14th3 Should take-off be delayed by more than an hour or should *Heli Rezia SA* have to cancel the flight for any reasons not caused by the passenger, *Heli Rezia SA* agrees to refund the price of the flight. For panoramic flights and any flights based on a voucher, the flight shall be deferred to a later time. Any further claims shall be excluded.
- 14th4 Should *Heli Rezia SA* have to abort a flight prematurely for technical, weather, operational or emergency reasons, *Heli Rezia SA* agrees to transport the passenger at *Heli Rezia SA*'s option by another helicopter or any other means of transport either back to the starting point or the destination as soon as possible. For a return to the starting point, *Heli Rezia SA* agrees to provide the flight as soon as possible. Should *Heli Rezia SA* take the passenger to the destination by any other means of transport, *Heli Rezia SA* shall pay the costs. Any further claims shall be excluded.
- 14th5 Should *Heli Rezia SA* before the start draw the passenger's attention to the fact that the flight might have to be aborted due to weather and should the passenger accept this risk, the passenger shall pay for the rest of the journey and/or his return by any other means of transport. After abortion of the flight, the passenger shall owe *Heli Rezia SA* the agreed price for his flight in addition to the transfer costs of the helicopter minus any saved fees or fuel costs.

3rd Liability for personal injury and loss of/damage to luggage

- 14th1 *Heli Rezia SA* shall be liable for personal injury and loss of/damage to luggage according to the provisions of the Air Transport Regulation and any applicable national and international regulations. Should transport be subject to Regulation (EU) 2027/97, *Heli Rezia SA* shall be liable in case of an accident, irrespective of who is at fault, up to a total of 100'000 special drawing rights (approx. CHF 180'000). In addition, *Heli Rezia SA* shall be liable for any proven loss/damage unless *Heli Rezia SA* proves that *Heli Rezia SA* has taken all necessary measures to avoid the damage or has been unable to take such measures. For any accidents causing injuries to persons, *Heli*

Rezia SA shall pay immediate financial support in compliance with Regulation (EU) 2027/97. In serious cases, this shall total 15'000 special drawing rights (approx. CHF 27'000).

- 14th2 Should *Heli Rezia SA* offer to the passenger a higher compensation than owed by law or should *Heli Rezia SA* waive any exonerating evidence, this offer and waiver shall only apply to the victim and not to social security or other insurers liable for payment of compensation. Any claim of recovery by an insurer shall be reduced by compensation paid by *Heli Rezia SA* to the passenger and his next of kin.
- 14th3 In case *Heli Rezia SA* provides for a passenger accident insurance in addition to a liability insurance, any payment under the accident insurance will be deducted from liability claims of the victim.
- 14th4 *Heli Rezia SA* shall be liable for damage to/loss of luggage of CHF 72.50 per kilo for any transports subject to the Swiss Air Transport Regulation and of 17 SDR (Special Drawing Rights, approx. CHF 30) per kilo for any other transports (in particular international transports). *Heli Rezia SA* shall not be liable for any damage to/loss of luggage, provided that *Heli Rezia SA* proves it has taken all necessary measures to avoid the damage or had been unable to take such measures.
- 14th5 Should *Heli Rezia SA* not weigh luggage prior to departure and no weight have been entered on the ticket, the following average values shall apply:
- Ski equipment: 15 kilos
 - Luggage transported by *Heli Rezia SA* in the hold of the helicopter: 20 kilos
 - For any items carried by the passenger (hand luggage), a liability limit of CHF 1,450 shall apply per passenger.
- 14th6 *Heli Rezia SA* shall be liable for the transport of valuable or sensitive luggage, according to para. 14th4, even though the passenger has notified to *Heli Rezia SA* of the contents of his luggage according to para. 14th4.
- 14th7 Should *Heli Rezia SA* not transport the luggage by helicopter and instruct a third party with transport, *Heli Rezia SA* shall not be liable for any loss/damage resulting due to or during the said transport.
- 14th8 *Heli Rezia SA* shall not be liable for any acts of third parties, in particular for the behaviour of passengers. Should a passenger refuse to follow the pilot's or crew's instructions or other employees of *Heli Rezia SA*, he shall be liable for the consequences of his behaviour.

4th Pilot's right to give instructions and use of third-party helicopters

The pilot, acting as the commander of the craft, shall be authorised to give instructions to all passengers. Passengers shall follow his instructions and the instructions of any other member of the crew.

5th International flights / travel documents

For international flights, the passenger shall be responsible for carrying with him the required travel documents (passport) and any general exit and entrance visa. Should an authority refuse him exit or entry, he shall be responsible for paying the costs and any fines.

6th Applicable law and jurisdiction

Transport of passengers by *Heli Rezia SA* shall be subject to Swiss law, excluding any provisions referring to foreign law. **The parties agree to submit themselves to the jurisdiction of the courts at the domicile of *Heli Rezia SA*.**

III. CARRIAGE OF CARGO

7th Conclusion and contents of contract / bill of lading

- 14th1 A contract has been concluded between the Client and *Heli Rezia SA* on acceptance of the quotation or the reservation of a transport by helicopter (contract for carriage of cargo). *Heli Rezia SA* agrees to transport the goods at the agreed time and for the agreed price. For this purpose, *Heli Rezia SA* shall make available a suitable helicopter, crew and flight assistant.
- 14th2 *Heli Rezia SA*, if possible, agrees to confirm the transport in writing by fax or e-mail. In particular cases, an order may also be given verbally. Prior to the flight, *Heli Rezia SA* agrees to issue an airway bill documenting the contract of carriage airway bill, stating the place of departure, destination, quantity, type and weight of the cargo. Should *Heli Rezia SA* be unable to issue an airway bill due to particular circumstances, these conditions shall nevertheless apply.
- 14th3 *Heli Rezia SA* shall be entitled to include more than one flight in one airway bill albeit spread over an extended period of time.
- 14th4 The weight of cargo shall be determined by the on-board scale (weighing machine). The weight of suspension units and load hooks shall be deducted from the indicated weight. The executed flights are indicated by the pilot.
- 14th5 Should *Heli Rezia SA* notify its clients of prices by a price list or an offer, these shall apply up to the end of a calendar year, unless otherwise agreed, plus any surcharges for increases in fuel costs.
- 14th6 *Heli Rezia SA* shall be entitled to deploy another helicopter type for the flight than contractually agreed or instruct a third party to carry out the flight at no additional cost to the Client.

8th Price of transport

- 14th1 The agreed price applies to transport under normal meteorological visibility and with no wind and shall be based on the weight transported. Should an account be based on rotation, a flight from the point of loading or unloading and return without interruption and without loads of any kind shall count as one rotation. In case of flights, which are subject to a price based on rotation, the loading and unloading phases must be possible to be carried out in a quick and hassle free way. Situations with the presence of impediments, difficult droppings or deposits of materials in contexts where accurate positioning is required (limited space, small caissons etc.) may incur a variation in the price. A transfer cost will be added to the regular transport price.
- 14th2 Adverse weather conditions (high temperatures or winds) will limit a helicopter's efficiency. Should the agreed price be increased for these reasons by more than 10%, *Heli Rezia SA* agrees to effect transport after consultation and agreement on the difference with the Client only.

14th3 Should the Client change the flight route or the conditions of execution after conclusion of the contract or should the weight, the quality or the volume (dimensions) of any cargo to be transported change or should it become necessary to use a longer suspension than agreed on, this may cause a price change.

14th4 Should the loading and unloading sites differ from the take-off or landing point of the helicopter, the necessary time for these routes will also be at the charge of the Client. In these cases, the supply of the necessary personnel (flight attendants) will also be at the charge of the Client.

14th5 Heli Rezia SA agrees to issue a written invoice to the Client for transport of the cargo, payable within a period of 30 days after invoice date. After expiry of this period, *Heli Rezia SA* shall charge interest for delay. Heli Rezia SA may refuse services to clients who have defaulted on payments. Heli Rezia is also authorized to collect information on the financial status of the Client from the appropriate bodies.

9th Cancellation

14th1 On cancellation of a flight by the Client, Heli Rezia SA reserves the right to charge a cancellation fee totalling a maximum of 1/3 of the agreed transport price.

14th2 Heli Rezia SA shall be entitled to cancel a flight due to weather, technical, operational or emergency reasons. In this case, Heli Rezia SA agrees to refund the price of transport should the Client have paid in advance. Any other claims shall be excluded.

10th Preparation and packaging of cargo

14th1 The Client agrees to prepare and pack the cargo for the flight to allow transport without any risk to goods transported and third parties. Agreed weights and dimensions of cargo may not be exceeded. Voluminous and light goods shall be prearranged separately. Delicate goods and goods subject to breakage or damage (furniture, windows, cisterns, swimming-pools, machines etc.) and loads (two or more nets, helibags or gathered elements) will be transported at the risk of the Client only.

14th2 Heli Rezia SA shall make available transport material for cargo, such as buckets for concrete and aggregates, nets, helibags and straps. The Client shall use this material only for packaging and fixing of the cargo and shall handle it carefully.

14th3 For reasons of safety, Heli Rezia SA's staff shall be entitled to demand another packaging system than the one chosen by the Client.

14th4 The use of temporary workers to help with the preparation of the yard and the loads will be organized by and be at the charge by the Client.

14th5 In the case of flights where the helicopter can not stop or land to pick up immediately the flight equipment, the Client has to return it as soon as possible and not later than three days after the effectuated flight to a Heli Rezia base in agreement with the coordinating office. After expiration of this period, the missing material will be invoiced to the Client.

11th Approvals and safety precautions for take-off and landing sites

14th1 The Client shall be responsible for obtaining the required approvals for take-off and landing on approved airfields. Heli Rezia SA may request the Client to make approvals available prior to the flight. Heli Rezia can ask for these approvals for the Client. The non acquisition of the corresponding flight approvals does not give right to any compensation to the Client.

Take-off and landing, loading and unloading sites shall be sufficiently spacious and adapted to the needs, dust-free, if possible, and loose objects shall be removed from or fixed to the site. Descending winds may reach speeds of between 120 and 180 km/h and require thorough cleaning of the landing and take-off site by the Client. Loading and unloading of material on trucks, trolleys, elevators, scaffoldings etc. as well as in places where space is extremely limited will only be effectuated at the risk of the Client. The preparation of the loading/unloading sites as well as the clean-up after use will be at the charge of the Client.

14th2 The Client is aware of the fact that his staff and any other persons handling transport of the load or affected by it, or present on the take-off and landing site, are subject to applicable safety regulations. He shall ensure that these persons will be provided with the necessary personal safety equipment (helmet, solid working shoes, clothes adapted to the circumstances and visible) and shall eliminate any persons not using such equipment by leaving the take-off and landing site. The Client agrees to provide the required safety margin for spectators, if any.

14th3 For flights to a populated area, the Client agrees to inform the population within a range of 100 metres from the yard as well as these residents over whose properties the helicopter will effectuate its flights (flyover) at least five days in advance about the deployment of a helicopter of the following details: place, time and duration of deployment, type of cargo, safety precautions, such as closing windows, retracting sun shades, fastening loose objects, taking animals to a safe place, removing parked vehicles and disclosing the Heli Rezia SA and telephone number of Heli Rezia SA. Possible damages due to lack of communication will be covered by the Client.

12th Performance of flight / delay

14th1 Transport by helicopter may be delayed due to technical, weather, operational or emergency reasons or may have to be cancelled. Heli Rezia SA shall not be liable for any damage caused by delay, provided that Heli Rezia SA is able to prove that it has taken all necessary measures to avoid the damage or that such measures could not be taken. Should Heli Rezia SA be liable for the delay, Heli Rezia SA's liability shall be limited. Furthermore, Heli Rezia SA agrees to only make good any direct damage and no consequential damages. In all other respects, the provisions of the Swiss Air Transport Regulation shall apply.

14th2 Should take-off be delayed due to the cargo not being ready for transport or the Client not having sufficiently informed the population, or due to safety at the take-off and landing site not being guaranteed (paras. 10 and 11), after a waiting time of one hour, Heli Rezia SA, according to availability, shall be entitled to cancel the flight. Para. 9.2 shall apply to payment of the price for transport.

14th3 Instead of cancellation according to para. 12.2, Heli Rezia SA may at its discretion change the packaging itself or take any safety precautions that are lacking. In this case, the Client agrees to pay any proven additional costs plus a standard fee of CHF 2,000 per hour.

13th Transport of valuables, animals, hazardous goods and sensitive materials

14th1 Heli Rezia SA agrees to transport hazardous goods such as explosives or chemicals, subject to the Client notifying it prior to the conclusion of the contract. For the transport of hazardous goods, the Client shall be responsible for any employees involved in the provision or transport of such cargo, having been trained as required and holding the stipulated licences. Heli Rezia SA shall be entitled to demand from the Client the production of such licences.

14th2 Should the Client intend to transport valuable cargo, for which one must assume that statutory liability will not cover the value of the goods, (see para. 14.1), he shall notify Heli Rezia SA of this prior to conclusion of a contract. Heli Rezia SA shall be liable for the transport of valuable cargo according to para. 14.2.

14th3 For sensitive cargo (animals, sensitive equipment and units sensitive to shock, temperature-sensitive materials, plants, trees, glass), the Client agrees to notify these to Heli Rezia SA prior to the conclusion of the contract. Heli Rezia SA shall be liable for the transport of sensitive cargo according to para. 14.2.

14th Liability for damage/loss and insurance

14th1 Heli Rezia SA shall be liable for any damage caused by events occurring during air transport, loading or unloading, should Heli Rezia SA be unable to prove that Heli Rezia SA has taken all necessary measures to avoid the damage or has been unable to take such measures or should the said damage have been caused by incorrect packaging or packaging not compliant with regulations (see para. 10.1 and 11.1). For transports subject to Air Transport Regulations, liability shall generally be limited to 17 SDR per kilo and for transports subject to applicable international and foreign regulations to 17 SDR (approx. CHF 30) per kilo.

14th2 For hazardous, valuable or sensitive cargo (including plants and trees), liability shall in all cases be limited to the price of transport according to para. 14th1, except for any damage intentionally caused by Heli Rezia SA or due to gross negligence.

14th3 Heli Rezia SA shall not be liable for any damage to/loss of goods transported on the ground, if Heli Rezia SA has followed the Client's instructions.

14th4 The Client shall be liable for any damage/loss resulting from any neglect of duties assumed in accordance with these General Terms and Conditions of Carriage, thus causing loss/damage, or due to not complying with statutory provisions. The Client shall be liable in particular for any cargo being packed inadequately or carelessly, for not complying with safety regulations or for safety regulations not being complied with by third parties, for the behaviour of which he is responsible in accordance with these General Terms and Conditions or statutory regulations (see para. 11).

14th5 Should the Client, his staff or third parties suffer injuries due to the operation of a helicopter whilst on the ground, Heli Rezia SA shall only be liable for any injuries caused by it intentionally or due to gross negligence (Art. 69 LFG), otherwise the Client will be liable for the costs. This regulation shall also apply to the owner of the helicopter, should Heli Rezia SA use a helicopter for which he is not the registered owner.

14th6 Should the Client or the addressee find any damage/loss caused during transport of the cargo, he agrees to notify Heli Rezia SA in writing and with photographic documentation without delay within a period of three days after the goods having been transported.

14th7 Heli Rezia SA shall be insured for any damage/loss to goods transported when legally committed to do so and being liable for any loss/damage. Any loss/damage for which Heli Rezia SA is not liable, shall be insured by the Client himself, in particular damage to valuable or sensitive cargo (see para. 14.2).

14th8 Heli Rezia SA shall not be liable for the acts of third parties, in particular any loss/damage caused by the acts or omissions of the Client, his employees or agents.

14th9 Should Heli Rezia SA or its insurer pay for any loss/damage of a third party, caused by its employees or agents, the Client agrees to indemnify Heli Rezia SA for these costs as well as the expenditures and insurance malus. This shall apply in particular to the Client or his employees or agents not having complied with safety regulations.

15th International flights / import and export documentation

14th1 The Client agrees to make available any import and export documentation required for international cargo transports.

14th2 For international flights, applicable foreign regulations for operation of a helicopter may vary from Swiss regulations. Should Heli Rezia SA be subject to these regulations, it shall not be liable for any loss or damage resulting from compliance with these.

16th Applicable law and jurisdiction

The transport of cargo by *Heli Rezia SA* shall be subject to Swiss law, excluding any provisions referring to foreign law. **The parties agree to submit themselves to the jurisdiction of the courts competent for the registered office of Heli Rezia SA.**

The original Italian conditions of carriage will prevail over this translation.