Tariff Regulations

valid from 1st January 2020

Airport Altenrhein AG
Flughafenstrasse 11
9423 Altenrhein
Switzerland

Phone: +41 71 858 51 65
Fax: +41 71 858 51 44
E-Mail: groundservices@peoples.ch
Web: www.peoples.ch

AFTN: LSZRYDYX
SITA: ACHKKPE
ICAO: LSZR
IATA: ACH

Location

- Centrally located in the border areas of Eastern Switzerland, Western Austria, Liechtenstein and Southern Germany
- Only a one-hour-drive from Zurich, close to world famous ski resorts like Lech / Zürs, St. Anton, Davos, St. Moritz

Catchment Area

- A population of over 1.5 million within 45 minutes driving time

Facilities

- Grooved RWY 10/28, length: 1455 m, width: 30 m, ILS/DME RWY 10, Cat. I, lighted, strength: PCN 30/F/C/Y/T ASPH
- Check-in counters, departure & arrival hall, passenger / baggage security screening
- Restaurant, business / pilot lounge
- Onsite car parking area
- Office & hangar space

Performance

- Fast turnaround times
- Short check-in times
- No Airport Slots required
- Excellent punctuality for scheduled / charter flights and commercial operations

Partnership

- Working with both airlines and tour operators to develop and increase scheduled, charter & business aviation

Inhalt

1. General information 4
2. Landing fee 5
3. ATC fee (Skyguide Switzerland) 5
4. Noise surcharge 5
5. Emission surcharge 6
6. Passenger fee / Passenger security fee 6
7. Aircraft parking fee 6
8. Ground handling fee 6
9. Surcharges for services 7
10. Surcharge winter operation 7
11. Fees for aircraft services, aircraft deicing / anti-icing, passenger & pilot services, aircraft ground runs, other services 7
Annex A 8
Annex B 10
Annex C 11
Annex D 12
Annex E 13
Annex F 15
Article 1 Provision of Services 15
Article 2 Fair Practises 15
Article 4 Standard of Work 16
Article 5 Remuneration 16
Article 6 Payment 16
Article 7 Liability and Indemnity 17
Article 8 Governing law and Place of Jurisdiction 18

1. General information

1.1 This edition of "Tariff Regulations 1st January 2020" replaces all earlier versions.

1.2 All other services, not hereafter mentioned, will be charged separately.

1.3 Airport fees

- Landing, ATC (Skyguide Switzerland) — Annex A
- Passenger, aircraft parking — Annex B
- Ground handling, cargo — Annex C
- Noise, Emission, Extensions OPR hours, RFFS, Winter OPS — Annex D
- Aircraft services, other services — Annex E

1.4 These fees are also applicable for tow plane, powered gliders and helicopters, unless otherwise stated.

1.5 The fees shall be paid by:

In the case of scheduled and non-scheduled commercial flights, by the company that actually carries out the flight.

In the case of non-commercial flights, by the operator of the aircraft. Several operators of the same aircraft shall be jointly liable for the fees; in the event that the operator is not also the owner of the aircraft, both the operator and owner shall be jointly liable for the fees.

1.6 All published fees are listed without VAT (unless otherwise stated).

1.7 Airport Altenrhein AG has the authority to change the applicable fees without prior notice.

1.8 Opening hours* for Airport St.Gallen-Altenrhein:

Monday – Friday (incl. HOL)	0630 – 1200	1330 – 2100
Saturday	0730 – 1200	1330 – 2000
Sunday	1000 – 1200	1330 – 2000

* Local times

Special permission is required for flights outside of the opening hours* and is possible:

Monday – Friday (incl. HOL)	0600 – 2200
Saturday	0630 – 2200
Sunday	0730 – 2100

* Local times

Exceptions: HOSP FLT, SAR FLT, the President of the Swiss Confederation and members of the Swiss Government: 0 – 24 h (O/R).

1.9 Ground run times* are as follows:

Monday – Friday (excl. HOL)	0800 – 1200	1330 – 1800

* Local times

Special permission is required for ground runs outside of the above hours. Ground runs for Helicopters need prior permission from the Airport Authority.

1.10 The fees are payable at the latest prior to take-off, in cash or by credit card. Credit accounts can be made available for regular airport users, subject to approval. The customer is responsible for any and all bank fees. Standard credit terms are net 10 days.

1.11 All tariffs are listed in Swiss Francs (CHF).

1.12 General terms and conditions Airport Altenrhein AG apply.

See Annex F

2. Landing fee

2.1 The landing fees are levied on aircraft landings at Airport St.Gallen-Altenrhein, also for go-around and touch-and-go.

2.2 The landing fees are calculated according to aircraft maximum take-off weight (MTOW) as stated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document.

2.3 For aircraft based in St.Gallen-Altenrhein and with a MTOW up to 3 tons, the landing fee will be reduced by 40 %.

The following landings are exempt from landing fees:

a) Flights by officials of the Aircraft Accident Investigation Bureau (SUST) in the course of their duties

b) Search and Rescue Flights ordered by Federal Office of Civil Aviation (FOCA)

c) Approaches without landing (go-arounds) ordered by ATC due to air safety concerns

See Annex A

3. ATC fee (Skyguide Switzerland)

3.1 ATC fees are based on Skyguide Switzerland tariffs, the Swiss civil and military air navigation service provider.

3.2 The following flights are exempt from ATC fees:

d) Government / State flights (presidents, ministers, monarchs and their family)

e) Search and Rescue Organisation flights ordered by FOCA

f) Flights to measure Air Navigation equipment

See Annex A

4. Noise surcharge

4.1 For each landing, there shall be a surcharge on the landing fee payable in accordance with the noise class of the aircraft. The assignment of propeller-driven aircraft with a MTOW not exceeding 8.7 tons into one to the noise classes A to D corresponds to the classification established by the FOCA resp. ICAO. Jets, which do not correspond to the ICAO Classification Annex 16 Chapter 3, are subject to the noise surcharge. The classification of foreign aircraft shall be determined in accordance with the classification of the particular aircraft type. Aircraft without official classification are classified in group A (propeller-driven) or group E (Jets).

4.2 In the event that a party lays claim to a more advantageous classification, the party shall provide proof to the Airport Authority by way of appropriate documentation within 60 days. After receipt of the documentation the Airport Authority shall reimburse the excess noise surcharge.

See Annex D

5. Emission surcharge

5.1 For each landing, there shall be an emission-based surcharge payable in accordance with the emission value of the aircraft. The determination of the emission value shall be according to the FOCA directive 33-05-27.

5.2 In the event that a party lays claim to more advantageous classification, the party shall provide proof to the Airport Authority by way of appropriate documentation within 60 days. After receipt of the documentation, the Airport Authority shall reimburse the excess emission surcharge.

See Annex D

6. Passenger fee / Passenger security fee

6.1 A Passenger fee shall be payable for each passenger who is transported in an aircraft taking off from Airport St.Gallen-Altenrhein

6.2 Passengers exempt from fees:

a) Children under the age of two

b) Passengers in direct transit

c) Passengers on flights, when the following landing is in St.Gallen-Altenrhein

6.3 A Passenger security fee shall be payable for each passenger on flights requiring:

a) Critical Part, and / or

b) Passenger and Cabin baggage screening, and / or

c) Hold baggage screening

See Annex B

7. Aircraft parking fee

7.1 The aircraft parking fees are calculated according to the aircraft maximum take-off weight (MTOW) as stated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document.

7.2 The Airport Authority determines the parking position of the aircraft.

7.3 Home based aircraft are exempt from the aircraft parking fee.

7.4 Aircraft during active maintenance are exempt from the aircraft parking fee.

7.5 Outside daily parking of more than 4 hours will be charged. In the case of outside overnight parking only the overnight rate will be charged.

7.6 Hangar daily and overnight parking is subject to availability.

See Annex B

8. Ground handling fee

Ground handling fees for Scheduled flights, regular Charter flights, Business & Private Aviation are mandatory.

See Annex C

9. Surcharges for services

a) Extended terminal services outside of normal opening hours

b) Fire & rescue services

c) Ground handling and air navigation services performed during the following hours* (outside regular operating hours):

Monday – Friday	0600 – 0629	1201 – 1329	2101 – 2200
Saturday	0630 – 0729	1201 – 1329	2001 – 2200
Sunday	0730 – 0959	1201 – 1329	2001 – 2100

* Local times

See Annex D

10. Surcharge winter operation

The surcharge winter operation will be charged for every landing from 1st October until 31st March, irrespective of actual aircraft deicing / anti-icing being used or not. Exempt are home based aircraft and technical stops.

See Annex D

11. Fees for aircraft services, aircraft deicing / anti-icing, passenger & pilot services, aircraft ground runs, other services

See Annex E

Annex A

Landing fees / ATC fees for Business & Private Aviation (General Aviation)

MTOW (kg)	Fees in CHF per landing / touch and go / go around			VFR Training
	Landing fees	ATC fees	Total	ATC fees
Glider	10	-	-	-
- 400	10	8	18	5
- 500	12.50	8	20.50	5
- 600	15	8	23	5
- 700	17.50	8	25.50	5
- 800	20	8	28	5
- 900	22.50	8	30.50	5
- 1000	25	8	33	5
- 1100	27.50	17	44.50	9
- 1200	30	17	47	9
- 1300	39	17	56	9
- 1400	42	17	59	9
- 1500	45	17	62	9
- 1600	48	17	65	9
- 1700	51	17	68	9
- 1800	54	17	71	9
- 1900	57	17	74	9
- 2000	60	17	77	9
- 3000	75	24	99	13
- 4000	100	84	184	17
- 5000	125	98	223	21
- 6000	186	111	297	25
- 7000	217	122	339	29
- 8000	248	133	381	33
- 9000	279	144	423	37
- 10000	310	154	464	41
- 11000	363	164	527	45
- 12000	396	173	569	49
- 13000	429	183	612	53
- 14000	462	191	653	57
- 15000	495	200	695	62
- 16000	528	209	737	65
- 17000	561	217	778	70
- 18000	594	225	819	74
- 19000	627	233	860	78
- 20000	660	241	901	82
- 21000	903	249	1152	85
- 22000	946	257	1203	89
- 23000	989	264	1253	93
- 24000	1032	272	1304	97
- 25000	1075	279	1354	101
- 26000	1118	286	1404	105
- 27000	1161	293	1454	109

Annex A

Landing fees / ATC fees for Business & Private Aviation (General Aviation)

MTOW (kg)	Fees in CHF per landing / touch and go / go around			VFR Training
	Landing fees	ATC fees	Total	ATC fees
- 28000	1204	300	1504	113
- 29000	1247	307	1554	117
- 30000	1290	314	1604	121
- 31000	1395	321	1716	-
- 32000	1440	327	1767	-
- 33000	1485	334	1819	-
- 34000	1530	341	1871	-
- 35000	1575	347	1922	-
- 36000	1620	353	1973	-
- 37000	1665	360	2025	-
- 38000	1710	366	2076	-
- 39000	1755	372	2127	-
- 40000	1800	378	2178	-
- 41000	1927	385	2312	-
- 42000	1974	391	2365	-
- 43000	2021	397	2418	-
- 44000	2068	403	2471	-
- 45000	2115	409	2524	-
- 46000	2162	414	2576	-
- 47000	2209	420	2629	-
- 48000	2256	425	2681	-
- 49000	2303	432	2735	-
- 50000	2350	437	2787	-
- 51000	2499	443	2942	-
- 52000	2548	449	2997	-
- 53000	2597	454	3051	-
- 54000	2646	460	3106	-
- 55000	2695	465	3160	-
- 56000	2744	471	3215	-
- 57000	2793	476	3269	-
- 58000	2842	482	3324	-
- 59000	2891	487	3378	-
- 60000	2940	492	3432	-
> 60000	50 / to	as per ATC tariffs		

Definition of VFR training / Instruction flights:

- Training flights must be accompanied or supervised by a flight instructor or inspector
- Training flights are not commercial flights within the meaning of aviation law and are not to be used for the purpose of transporting passengers or goods

Tow aircraft and powered gliders:

- Tow aircraft are exempt from ATC fees for approaches on the grass runway
- For powered gliders the ordinary ATC fees are levied
- For instruction and training flights with tow aircraft and powered gliders the rates and the definition for "VFR training flights" are applicable

Annex B

Passenger fees / Aircraft parking fees

A. Passenger fee / Passenger security fee

	Fee per departing passenger
Aircraft up to 3 t MTOW	free of charge
Scheduled traffic	30
Other traffic	30
Passenger security fee	8

B. Aircraft parking fees

Outside daily parking rates

Aircraft up to (MTOW)	Fee per day
- 2 t	free of charge
- 3 t	free of charge
- 6 t	100
- 12 t	150
- 24 t	200
- 40 t	300
> 40 t	400

Outside overnight parking rates

Aircraft up to (MTOW)	Fee per overnight
- 2 t	20
- 3 t	70
- 6 t	200
- 12 t	300
- 24 t	400
- 40 t	600
> 40 t	800

Hangar daily parking rates*

Aircraft up to (MTOW)	Fee per day
- 3 t	100
- 6 t	250
- 12 t	450
- 24 t	600
- 40 t	800
> 40 t	1000

Hangar overnight parking rates*

Aircraft up to (MTOW)	Fee per overnight
- 3 t	150
- 6 t	300
- 12 t	500
- 24 t	800
- 40 t	1000
> 40 t	1200

* towing / assistance included

Annex C

Ground handling fees, cargo handling

A. Aircraft and passenger handling for Scheduled flights and regular Charter flights

Check-in, boarding, deboarding, baggage handling, load control, meteo, GPU, aircraft cleaning, communication (MVT, LDM, PTM, PSM), special passenger assistance (PRM, UM, WHC, PETC). Services and fees per special agreement (IATA SGHA).

B. Aircraft and passenger handling for Business & Private Aviation

Aircraft up to (MTOW)	Fee per turnaround (landing / departure)
- 3 t	free of charge
- 6 t	400
- 12 t	800
- 24 t	1000
- 40 t	1400
> 40 t	1800

Services included:

- Marshalling
- Aircraft chocking
- Passenger ramp transportation
- Baggage services
- Crew ramp transportation
- Customs and immigration assistance
- Operational ground assistance
- Operational messages, NOTAM, Meteo/TAF
- 3rd party liaison
- Crew lounge
- Crew car (if available)

C. Basic ramp services for Business & Private Aviation

Aircraft up to (MTOW)	Fee per landing / departure
- 3 t	free of charge
- 6 t	100
- 12 t	250
- 24 t	350
- 40 t	450
> 40 t	600

Services included:

- Marshalling
- Aircraft chocking

Exemptions: Home based aircraft, maintenance ferry flights, maintenance check flights, training flights.

D. Cargo handling

Airport St.Gallen-Altenrhein is not authorized to carry out cargo handling.

Annex D

Surcharges

A. Noise surcharge (propeller-driven aircraft)

Noise Class	Surcharge per landing per t MTOW
A	30
B	20
C	6
D	free of charge

B. Emission surcharge

	Surcharge per emission value
Emission value	5

C. Extended terminal services outside of regular opening hours

Type of flight	Surcharge per hour or part thereof
All types of flights	200

D. Ground handling and air navigation services outside of the regular operating hours

Type of flight	Surcharge per ½ hour
HOSP	250
SAR	250
Other	500
No show fee	50 % of expected chargeable fees

E. Rescue and fire fighting services (RFFS)

RFF Category	Surcharge per turnaround
Cat. 3	330
Cat. 4	500
Cat. 5	650
Cat. 6	800

F. Surcharge winter operation

Aircraft up to (MTOW)	Surcharge per landing
- 3 t	free of charge
- 6 t	50
- 12 t	80
- 24 t	100
- 40 t	150
> 40 t	200

Annex E

Aircraft services and other services

A. Aircraft towing

Aircraft up to (MTOW)	Fee per tow
- 3 t	40
- 6 t	75
- 12 t	100
- 24 t	200
- 40 t	300
> 40 t	500

B. Aircraft services

Aircraft service	Fee	per
Ground power unit 28VDC	100	½ hour
Ground power unit 115V / 400Hz	150	½ hour
Air Starter	300	start
Toilet service (emptying)	200	service
Toilet water refill	150	service
Potable water refill	150	service

C. Aircraft deicing / anti-Icing

Aircraft up to (MTOW)	Flat fee
- 3 t	100
- 6 t	200
- 12 t	300
- 24 t	400
- 40 t	600
> 40 t	800

Deicing fluid / hot water mixture	Price per liter sprayed
Type I / Type II	8.50

D. Aircraft ground run

Aircraft up to (MTOW)	Fee per maintenance event
- 3 t	100
- 6 t	150
- 12 t	280
- 24 t	400
- 40 t	550
> 40 t	800

E. Other services

Service	Fee	per
Apron access (requires customs permission)	500	access (exempt HOSP)
Business- / Crew lounge	20*	day
Cabin cleaning	100	½ hour
Blue collar staff	100	hour and minimum
Supervisory staff	150	hour and minimum
License renewal – confirmation of flight hours	25*	renewal
Airport ID authorisation	50*	
Airport ID authorisation deposit	100	
Airport key	50*	
Airport key deposit	100	
Airport key and / or ID locking	100*	
Airport key and / or ID unlocking	100*	
Airport parking card	30*	

* incl. VAT

GENERAL TERMS AND CONDITIONS FOR GROUND HANDLING SERVICES, PARKING AND HANGARING BY AIRPORT ALTENRHEIN AG AND ALTENRHEIN REALCO AG AT AIRPORT ST.GALLEN-ALTENRHEIN / LSZR / ACH

Article 1 Provision of Services

1.1 General
The services will be made available within the limitations set by Airport Altenrhein AG / Altenrhein Realco AG and in accordance with regulations and procedures applicable in Switzerland.
It is not considered necessary or possible to provide specific details of the services and it is generally understood what such services comprise and the standards to be attained. Airport Altenrhein AG / Altenrhein Realco AG will generally provide services as set out in Annex A of the IATA Standard Ground Handling Agreement except for cases where Airport Altenrhein AG / Altenrhein Realco AG deems such services as not applicable or practicable due to specific circumstances at Altenrhein Airport.

1.2 Documents for Ground Handling
Documents used for ground handling and parking/hangaring will be Airport Altenrhein AG's / Altenrhein Realco AG's own documents.

1.3 Schedule of Flights
Airport Altenrhein AG / Altenrhein Realco AG will provide the agreed services for the Client's aircraft for the flight operation and/or parking and hangaring on an agreed schedule at Altenrhein Airport. The Client agrees to immediately inform Airport Altenrhein AG / Altenrhein Realco AG of any changes in schedule and/or type of aircraft.

1.4 Emergency Assistance
In case of emergency, including but not limited to forced landings, accidents or acts of violence, Airport Altenrhein AG / Altenrhein Realco AG shall without delay and without waiting for instructions from the Client take all reasonable and possible measures to assist passengers and crew and to safeguard and protect from loss or damage, baggage, cargo and mail carried in the aircraft. The Client shall reimburse Airport Altenrhein AG / Altenrhein Realco AG for any extra expenses incurred in rendering such assistance.

1.5 Additional Services
As far as possible, Airport Altenrhein AG / Altenrhein Realco AG will, upon request, provide the Client with any additional services. Such services may be governed by special conditions agreed upon by the Parties.

Article 2 Fair Practises

Neither the Client nor Airport Altenrhein AG / Altenrhein Realco AG shall disclose any information to outside parties without the prior consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

Article 4 Standard of Work

4.1 Airport Altenrhein AG / Altenrhein Realco AG shall carry out all technical and flight operation services as well as other services also having a safety aspect, for example load control and loading of aircraft, in accordance with the Client's instructions. Receipt of such instructions must be confirmed in writing to the Client by Airport Altenrhein AG / Altenrhein Realco AG. In the absence of instructions from the Client, Airport Altenrhein AG / Altenrhein Realco AG shall follow its own standard practices and procedures, which shall comply with the applicable Swiss regulations and procedures.

4.2 Airport Altenrhein AG / Altenrhein Realco AG will carry out all other services in accordance with the Client's procedures and instructions, or as mutually agreed. In the absence of instructions from the Client, Airport Altenrhein AG / Altenrhein Realco AG shall follow its own standard practices and procedures.

4.3 Airport Altenrhein AG / Altenrhein Realco AG agree to ensure that authorisations of specialised personnel performing services for the Client are kept up-to-date. If at any time Airport Altenrhein AG / Altenrhein Realco AG is unable to provide authorised personnel as requested by the Client, Airport Altenrhein AG / Altenrhein Realco AG shall immediately inform the Client.

4.4 The Client shall supply Airport Altenrhein AG / Altenrhein Realco AG with sufficient information and instructions to enable Airport Altenrhein AG / Altenrhein Realco AG to perform its handling, parking and hangaring properly.

4.5 Airport Altenrhein AG / Altenrhein Realco AG must report to the Client's representative, all loss of or damage, threatened or actual, to aircraft and loads discovered in the course of the handling, or which in any way possible becomes known to Airport Altenrhein AG / Altenrhein Realco AG.

Article 5 Remuneration

5.1 The Client agrees to pay to Airport Altenrhein AG / Altenrhein Realco AG the agreed charges and to discharge all additional expenditures incurred while providing the agreed services and any additional services referred to in 1.4 and 1.5.

5.2 The charges for Ground Handling services do not include:

- any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Client or Airport Altenrhein AG / Altenrhein Realco AG in connection with the provision of services herein by Airport Altenrhein AG / Altenrhein Realco AG or in connection with the Client's flights.
- 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 ultimately by the Client.

Article 6 Payment

The Client shall pay all fees and charges either in cash or by credit card. Airport Altenrhein AG / Altenrhein Realco AG may at its discretion make other arrangements for payment, for example pre-arranged monthly invoicing.

Article 7 Liability and Indemnity

In this Article, all references to:

(a) "the Client" or "Airport Altenrhein AG / Altenrhein Realco AG" shall include their employees, servants, agents and subcontractors;
(b) "ground support equipment" shall mean all equipment, whether fixed or mobile, used in the performance of ground handling services provided for the Client by Airport Altenrhein AG / Altenrhein Realco AG.

7.1 Except as stated in Sub-Article 7.5, the Client shall not make any claim against Airport Altenrhein AG / Altenrhein Realco AG and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

(a) delay, injury or death of persons carried or to be carried by the Client;
(b) injury or death of any employee of the Client;
(c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Client,
(d) damage to or loss of property owned or operated by, or on behalf of, the Client and any consequential loss or damage arising from an act or omission of Airport Altenrhein AG / Altenrhein Realco AG, unless done with intent to cause damage or recklessly and with the knowledge that damage would probably result.

All claims or suits arising hereunder shall be dealt with by the Client. Airport Altenrhein AG / Altenrhein Realco AG shall notify the Client of any claims or suits without undue delay and shall furnish such assistance as the Client may reasonably require.

7.2 The Client shall not make any claim against Airport Altenrhein AG / Altenrhein Realco AG in respect of damage to third parties caused by the operation of the Client's aircraft arising from an act or omission of Airport Altenrhein AG / Altenrhein Realco AG, unless done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

7.3 In the case of claims arising out of surface transportation which Airport Altenrhein AG / Altenrhein Realco AG provides on behalf of the Client, the liability and indemnity provisions contained in these Terms and Conditions shall equally apply.

7.4 Airport Altenrhein AG / Altenrhein Realco AG shall not make any claim against the Client and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

(a) injury to or death of any employees of Airport Altenrhein AG / Altenrhein Realco AG, its servants, agents or subcontractors;
(b) damage to or loss of property owned or operated by, or on behalf of, Airport Altenrhein AG / Altenrhein Realco AG and any consequential loss or damage arising from an act or omission of the Client, unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

7.5 Notwithstanding Sub-Article 7.1(d), Airport Altenrhein AG / Altenrhein Realco AG shall indemnify the Client against any physical loss of or damage to the Client's Aircraft caused by Airport Altenrhein AG / Altenrhein Realco AG's act or omission provided Airport Altenrhein AG / Altenrhein Realco AG acted with intent to cause damage or recklessly and with knowledge that damage would probably result. In such a case, Airport Altenrhein AG's / Altenrhein Realco AG's liability shall be limited to any such loss of or damage to the Client's Aircraft in an amount not exceeding the proven level of deductible under the Client's Hull All Risk Policy and such compensation shall not, in any event, exceed USD 200'000. Loss or damage in respect of any incident below USD 2'000 shall not be indemnified.

This Sub-Article 7.5 shall not be ground for any claim for consequential loss incurred in connection with physical loss of or damage to the Client's Aircraft.

For the avoidance of doubt, save as expressly stated, this Sub-Article 7.5 does not affect or prejudice the generality of the provisions of Sub-Article 7.1 including the principle that the Client shall not make any claim against Airport Altenrhein AG / Altenrhein Realco AG and shall indemnify it against any liability in respect of any and all consequential loss or damage, howsoever arising.

Article 8 Governing law and Place of Jurisdiction

Any agreements between the Client and Airport Altenrhein AG / Altenrhein Realco AG are subject to Swiss law, namely the Swiss Code of Obligations. The Place of Jurisdiction is Altenrhein, Switzerland.

Airport Altenrhein AG / Altenrhein Realco AG
November 2017