

**GENERAL TERMS AND CONDITIONS (GTC) FOR GROUND HANDLING SERVICES, PARKING  
AND HANGARING BY TOPMOTION GMBH  
AT AIRPORT DÜBENDORF / LSMD**

**Article 1 Provision of Services**

**1.1 General**

The services will be made available within the limitations set by Topmotion GmbH and in accordance with regulations and procedures applicable in Switzerland.

It is not considered necessary or possible in to provide specific details of the services and it is generally understood what such services comprise and the standards to be attained. Topmotion GmbH will generally provide services as set out in Annex A of the IATA Standard Ground Handling Agreement except for cases where Topmotion GmbH deems such services as not applicable or practicable due to specific circumstances at Dübendorf Airport. Parking and hangaring of longer than five days is handled by NAEF Aviation AG with a specific agreement.

**1.2 Documents for Ground Handling**

Documents used for ground handling and parking/hangaring will be Topmotion GmbH's own documents.

**1.3 Schedule of Flights**

Topmotion GmbH will provide the agreed services for the Client's aircraft for the flight operation and/or parking and hangaring on an agreed schedule at Dübendorf Airport. The Client agrees to immediately inform Topmotion GmbH of any changes in schedule and/or type of aircraft.

**1.4 Emergency Assistance**

It is the responsibility of Topmotion GmbH to participate in local emergency response plan(s) in order to provide support to the Carrier in the event of an emergency including but not limited to, forced landings, accidents or acts violence.

Topmotion GmbH will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures.

In the absence of Client's instructions, in part or whole, Topmotion GmbH shall follow its own emergency response plans.

Topmotion GmbH shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft form loss or damage in cooperation with the relevant local authorities.

The Client shall reimburse Topmotion GmbH for any extra expenses incurred in rendering such assistance.

**1.5 Additional Services**

As far as possible, Topmotion GmbH will, upon request, provide the Client with any additional services. Such services may be governed by special conditions agreed upon by the Parties.

**1.6 Priority**

Topmotion GmbH shall, as far as possible, give priority to aircraft operating on schedule.

## **Article 2 Fair Practises**

Neither the Client nor Topmotion GmbH 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 3 Standard of Work**

3.1 Topmotion GmbH 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 Topmotion GmbH. In the absence of instructions from the Client, Topmotion GmbH shall follow its own standard practices and procedures, which shall comply with the applicable Swiss rules, regulations and procedures.

3.2 Topmotion GmbH 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, Topmotion GmbH shall follow its own standard practices and procedures.

3.3 Topmotion GmbH agrees to ensure that authorisations of specialised personnel performing services for the Client are valid and current. If at any time Topmotion GmbH is unable to provide authorised personnel as requested by the Client, Topmotion GmbH shall inform the Client immediately.

3.4 The Client shall supply Topmotion GmbH with sufficient information and instructions to enable Topmotion GmbH to perform its handling, parking and hangaring properly.

3.5 Topmotion GmbH must report to the Client's representative, all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling, or which in any way possible becomes known to Topmotion GmbH.

3.6 In the provision of the services, the Parties agree to comply with any applicable data protection laws.

## **Article 4 Remuneration**

4.1 The Client agrees to pay to Topmotion GmbH the agreed charges set out in the respective "Tariff Regulations" and to discharge all additional expenditures incurred while providing the agreed services and any additional services referred to in 1.4 and 1.5.

4.2 The charges for Ground Handling services do not include:

- any charges, fees or taxes imposed or levied by the Airport Customs other authorities against the Client or Topmotion GmbH in connection with the provision of services herein by Topmotion GmbH 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 5 Payment**

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

## **Article 6 Liability and indemnity**

In this Article, all references to:

- (a) "The Client" or "Topmotion GmbH" 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 Topmotion GmbH.

6.1 Except as stated in Sub-Article 6.5, the Client shall not make any claim against Topmotion GmbH 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 Topmotion GmbH, unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

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

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

6.3 In the case of claims arising out of surface transportation which Topmotion GmbH provides on behalf of the Client, the liability and indemnity provisions contained in these Terms and Conditions shall equally apply.

6.4 Topmotion GmbH 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 Topmotion GmbH, its servants, agents or subcontractors;
- (b) damage to or loss of property owned or operated by, or on behalf of, Topmotion GmbH 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.

6.5 Notwithstanding Sub-Article 6.1(d), Topmotion GmbH shall indemnify the Client against any physical loss of or damage to the Client's Aircraft caused by Topmotion GmbH's negligent act or omission provided always that the Topmotion GmbH's liability shall be limited to any such loss of or damage to the Client's Aircraft in an amount not exceeding the level of deductible under the Client's Hull All Risk Policy which shall not, in any event, exceed CHF 3.000.000 except that loss or damage in respect of any incident below CHF 15.000 shall not be indemnified.

This Sub-Article 6.5 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 6.5 does not affect or prejudice the generality of the provisions of Sub-Article 6.1 including the principle that the Client shall not make any