

	Form	FO-MAI-28022
	<h1>General Terms and Conditions (GTC)</h1>	Version: 1
		Date: 1 st June 2023
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PREAMBLE

The General Terms and Conditions (“GTC”) apply to all customers of any maintenance workshop of Swissport International Ltd. (“Swissport”). In general, the maintenance workshop offers repair services for ground support equipment (“GSE”) according to the state of the art and with the duty of care of a prudent businessman.

ORDER PLACEMENT

In principle, the order placed is recorded in an order form (“Purchasing Order” or “PO”) which will be referenced in the invoice.

PRICES AND PAYMENT

The price for the performance of the services will be invoiced to the customer based on time and material for all the activities required to perform the services. Rates and fees applicable as of 1st June 2023 and until further notice:

Work: CHF 145.- / hour

Material: at cost price plus 25% handling fee

Swissport shall be entitled to adjust these rates and fees at any time at its discretion.

The rates and fees shall not include value added tax or other taxes. If applicable, VAT or other taxes will be added to all amounts due and customer will be obligated to pay such VAT or other taxes as well.

The customer shall pay the invoice amount according to the invoice after receipt according to the payment conditions from Swissport within 30 days. If any amounts payable by the customer are not paid on the due date, the customer shall pay to Swissport interest on the amounts due calculated on a daily basis at the rate of 5% per annum, such interest to accrue from the due date for payment until the actual date of payment without prejudice to any other rights available to Swissport hereunder.

TRANSPORT

Collection and delivery of the GSE between the site and the maintenance workshop for the services shall be the responsibility of the customer and at its sole expense.

If the customer requests that collection or delivery is carried out by Swissport then such collection or delivery shall be charged to the customer. In case any airport authority costs are established, these will be charged to the customer.

If the customer has not picked up the GSE on time, Swissport may charge a parking fee.

SERVICE AND GOODS DELIVERY

Swissport will, as far as possible, meet agreed deadlines for completion/delivery. If unforeseen circumstances occur which make it impossible to meet the deadlines, Swissport will specify a new date for its performance / delivery. Swissport will, as far as possible, inform the customer about any delay in the deadline.

If goods are delivered within the scope of the services, all delivered goods shall remain the property of Swissport until all claims have been fully satisfied. These goods may only be used or consumed when the claims have been settled by the customer. Pledging or sale after payment has been stopped, are not allowed. Seizures have to be reported to Swissport.

COMPLAINTS

It is the customer’s duty to inspect the condition of the delivered or completed work as soon as feasible upon delivery. The customer shall give notice of defects as soon as they have been discovered and within 5 working days at the latest.

LIMITATION OF WARRANTY

Swissport warrants that the work carried out by Swissport will be free from defects in workmanship. The extent of Swissport’s liability under this warranty is limited to the rectification of such defects in workmanship free of charge to the customer. This warranty does not apply to defects caused by normal wear and tear or if GSE is not operated, handled or stored by the customer in accordance with manufacturer’s recommendations. Swissport’s liability in regard to defects shall be limited to the repair or remediation of the defect on the GSE in which the defect appears.

To the extent permitted by law, Swissport shall not be liable for any (i) loss of revenue, (ii) loss of profits or (iii) indirect, incidental, punitive, consequential or exemplary damages arising from the performance of the services, even if Swissport had been advised of the possibility of such damages.

Regarding material or parts manufactured by third parties, Swissport shall assign (to the extent possible) to the customer any warranties it receives from manufacturers or suppliers of parts and material.

GOVERNING LAW AND JURISDICTION

These GTC shall be governed by the substantive laws of Switzerland. To the extent permitted by law, all disputes arising out or in connection with these GTC shall be submitted to the court of the city of Zurich, in Switzerland, exclusively.