

GENERAL TERMS AND CONDITIONS SHM

1. Object

The General Terms and Conditions (GTC) apply to all services of Swiss Helicopter Maintenance SHM (hereinafter referred to as SHM) on aircraft or parts thereof (in particular maintenance, overhauls, conversion, consultations) and for all deliveries of new or used materials (i. e. components, consumables, etc.) by SHM.

2. Placing an order / order / conclusion of contract

The customer / purchaser places an order verbally or in writing.

The contract is concluded with the verbal or written acceptance of the order by SHM or by acceptance of SHM's offer by the customer / purchaser.

Written means postal letter, e-mail or other any provable digital communication.

All material ordered by SHM on behalf of or at the request of the customer / purchaser for the intended order will be invoiced to the customer / purchaser accordingly.

The Client / Customer shall be obligated to accept and pay all material which SHM ordered on its behalf or at its request for the intended order.

If no contract is concluded, SHM is entitled to invoice the services provided (dismantling, inspection, evaluation costs and quotations) according to the time required.

3. Minimum orders

Due to the effort, SHM is entitled to charge CHF 250.- if the value of the order is lower than the aforementioned amount.

4. Prepayment

SHM may demand an advance payment for work and orders up to the expected final price. If the customer / purchaser does not make the advance payment on time, SHM is not obliged to start work and may cancel orders (e. g. spare parts) if still possible. It may interrupt work that has already begun and delay the requested delivery of the aircraft or its parts until payment has been received. In any case, the previous expenses and any third-party costs for ordered material and/or services are to be remunerated. With regard to possible utilisation, Section 13 (right of retention) applies.

5. Prices

The prices are net from the responsible SHM base, excluding taxes and duties such as VAT, customs duties, etc., as well as without packaging. All ancillary costs, such as packaging and transport costs, insurance, customs duties, export, transit, import and other permits, as well as notarisations, shall be borne by the customer / purchaser.

SHM reserves the right to change the hourly rates for its services and prices for its material as of 01. January. Price increases due to currency fluctuations are reserved at any time without prior notice.

Insofar as an order requires services and/or deliveries from third parties, their respective prices shall apply at the time of the work performance and/or delivery.

6. Commissioning of third parties

SHM is entitled to involve third parties in the fulfilment of the order. With regard to their work performance and/or delivery, the General Terms and Conditions (GTC) of the third party apply.

7. Delivery period and delay in delivery

The delivery period depends on the contract. It shall be extended without default consequences in the event of force majeure, impossibility through no fault on the part of SHM, official measures, legal or other changes outside the sphere of influence of SHM, or with delays of third-party suppliers.

SHM is not bound to the agreed delivery date if the customer / purchaser changes the work order or purchase order (e. g. material). The same applies if, after the conclusion of the contract, it emerges based on the findings that additional material and /or additional work are required.

In the event of delays for which SHM is at fault, the customer / purchaser may withdraw from the contract. The prerequisite is that SHM has been given a reasonable grace period. Already completed work and ordered materials are to be remunerated. Compensation for damages to the detriment of SHM is omitted.

8. Early delivery / delay in acceptance

If the customer / purchaser delivers the helicopter or the parts to be processed to SHM earlier than agreed, or if he is in default with the acceptance, SHM is entitled to charge the hangaring or storage costs according to current applicable estimates.

9. Order change on the part of SHM

If, in the course of the work, SHM determines that, according to its technical assessment, individual parts maybe not get repaired due to the nature, degree of wear or scope of the necessary repairs, or after a technical inspection, SHM is entitled to terminate the fulfilment of the order or reject parts of the order retrospectively without compensation for damages. Work already done and ordered materials are to be remunerated.

SHM is entitled and obliged to dispose of or destroy the parts / materials / components assessed as unusable or irreparable at the expense of the customer / purchaser. It informs the party in advance and offers him the opportunity to collect the parts in question within a certain period of time. The returned parts are marked as unusable and may not be installed in an aircraft or sold to third parties by the customer / purchaser. The process is based on the SHM's operating manual (MOE).

As far as possible, SHM offers the customer / purchaser replacements in exchange for new or used parts.

10. Terms of payment

If no other terms of payment have been agreed in writing, the customer / purchaser must pay the invoices within 30 days of the invoice date. The payment date shall be deemed to be a fixed date and shall stay in place, even if transport, delivery, assembly, commissioning or acceptance become delayed or impossible for reasons for which SHM is not responsible.

After the fixed date, the default interest is due. In addition, SHM is entitled to charge up to CHF 50.00 for each reminder.

11. Prohibition of assignment and set-off

The customer / purchaser may only assign rights and obligations arising from a contract with SHM to third parties with its written consent. The customer / purchaser cannot offset any claims against SHM against claims of SHM arising from any form of order.

12. Risk bearing and shipping

Benefits and risks shall pass to the customer / purchaser at the time of acceptance. In the event of an unjustified refusal of acceptance or if the customer / purchaser does not appear for acceptance, the acceptance date communicated by SHM in writing shall be decisive.

SHM sends materials for the account of the customer / purchaser. If the customer / purchaser wishes a specific forwarder, a particular type of shipping or transport insurance, he shall inform SHM at the right time. The risk is passed with the post handover or, in the case of transport by the freight forwarder, with the provision of the transported goods at SHM's premises to the customer / purchaser.

13. Right of retention and pledge

For outstanding claims, SMH is entitled to the right of retention in accordance with Art. 895 et seq. ZGB on aircraft, parts thereof and material. In addition, there is a lien in accordance with Art. 884 et seq. ZGB, and SHM is entitled for private utilisation after notification and a grace period of 10 days.

14. Acceptance / notification of defects

Upon delivery, the customer / purchaser must inspect the work and the material immediately and report any defects found in writing to SHM within 7 calendar days. If he fails to report in writing, the work or material shall be deemed to have been approved. Hidden defects must be reported immediately in writing.

15. Liability

SHM is liable for the careful execution of the order placed and for the careful selection and instruction of third parties, which it involves for the fulfilment of the order. SHM is not liable for errors and / or damages caused by third parties. Any claims of SHM against third parties are, as a result, assigned to the customer / purchaser.

In any case, SHM is only liable for intentional actions or gross negligence and exclusively for direct damage. It is not liable for consequential damages. In particular, claims for loss of operation, rental of replacement machinery, etc., i. e. for all consequential damages, are expressly excluded.

16. Warranty

For work carried out by SHM, it assumes the warranty with regard to the reworked parts for 12 months after delivery. For work and deliveries of involved third parties, their warranty provisions apply.

Excluded from the warranty are damages due to normal wear and tear, inadequate maintenance, disregard of operating instructions, excessive stress, unsuitable lubricants, chemical influences and other reasons for which SHM and the third parties involved are not responsible.

The customer / purchaser must notify SHM in writing of warranty claims. The costs for the return of the parts covered by the warranty or the transfer of the helicopter to the SHM facility shall be borne by the customer / purchaser. If the warranty concerns services or material from third parties, the customer / purchaser shall bear the costs of the work required by SHM for the removal- or installation of the spare part or the spare parts of the third party. The customer / purchaser may indemnify himself against the third party in this regard.

The warranty claim expires if the customer / purchaser or third parties make changes or repairs to the material or reworked part in question without the written consent of SHM.

If the customer / purchaser is in arrears with payments, SHM may reject warranty claims.

17. Insurance

Unless otherwise agreed, the client / customer is also responsible for the insurance of the helicopter and its flight operation material during the duration of the order. This includes in particular insurance against natural hazards (fire, water, lightning, wind damage, etc.), against theft and damage by third parties, as well as insurance during inspection and acceptance flights.

18. Applicable law / regulatory provisions

The contract is subject to Swiss law.

The mandatory legal provisions of Swiss law and the EASA (European Union Aviation Safety Agency) take precedence over the GTC.
Additionally, the Maintenance Organisation Exposition (MOE) applies to the EASA Part-145 approval.

19. Place of jurisdiction

The exclusive place of jurisdiction is Chur (GR), headquarters of SHM.

20. Validity

The GTC are binding if SHM refers to them in the offer or the order confirmation.
The version published on the SHM homepage applies.

Chur, 01 October 2023