

**CONDITIONS OF CARRIAGE of ZIMEX AVIATION LTD.  
(called "ZIMEX" hereinafter)**

Carriage on the basis of these Conditions of Carriage is subject to the liability provisions stipulated in the Ordinance on Air Transport (OATr) of August 17, 2005 for domestic and international transportation that is applicable at the time of travel and, where applicable, to the Montreal Convention of May 28, 1999 (the Montreal Convention), EU2027/1997, EU889/2002 and the EU Ordinance 785/2004 of April 21, 2004 (as amended by EU285/2010 and 2020/1118). These pieces of legislation govern the liability of air carriers for death or bodily injury of a passenger, for the loss or damage of baggage and for delay. Liability may be limited.

**Liability**

**1. Death or injury of passengers**

1Zimex shall be liable for death and injury to passengers in the event of an accident on board the aircraft or whilst boarding or disembarking.

2Zimex cannot exclude or limit its liability for damages that do not exceed the amount of 128'821 Special Drawing Rights \* (SDR) per passenger.

3Zimex is not liable for damages exceeding 128'821 SDR per passenger if it proves that:

- a) the damage is not attributable to any breach of duty or other unlawful act or omission of Zimex, its employees or agents; or
- b) the damage is exclusively due to a breach of duty or another unlawful act or omission of a third party.

**2. Destruction, loss or damage of luggage**

1Zimex is liable for the destruction, loss or damage of checked-in baggage on board the aircraft or during the period in which the checked baggage is in the custody of Zimex with a limit of SDR 22 per kilo.

2Zimex shall not be liable for any damage caused by the characteristics of the baggage or its inherent defect.

3If Zimex has acknowledged the loss of the checked baggage or if it has not arrived at its destination after 21 days from the date on which it should have arrived, the passenger may claim the rights arising from the contract of carriage.

4Zimex shall be liable for unchecked luggage, including personal belongings, if the damage is the result of fault or the fault of its employees or agents with a limit of SDR 332 per passenger

5The liability of Zimex for the destruction, loss or damage of baggage and personal belongings is limited to the amount of 1'288 SDR per passenger.

**3. Delay**

1Zimex is liable for the damage caused by delays in the carriage of passengers, baggage or goods by air.

2Zimex is liable:

- a) for delay in the carriage of passengers: up to a maximum of 5'346 SDR per passenger;
- b) for delays in the carriage of baggage: up to a maximum of 1'288 SDR per passenger.

3Zimex cannot be held liable for the damage Zimex proves that it, its employees and agents took all reasonable measures to avoid the damage or that they were unable to take such measures.

4In the event of cancellations and delays, Zimex will provide benefits under Regulation (EC) No 261/2004 if the legal requirements are met (see below).

5Zimex shall be liable for any damage caused by delay in the carriage of passengers, unless Zimex has taken all reasonable measures to prevent such damage or it has been impossible to take such measures. Liability for delay in the carriage of passengers is limited to 5'346 SDR (rounded amount in local currency).

6We take all necessary precautions to transport you and your luggage on time. In order to avoid flight cancellations, under special circumstances we may perform a flight on our behalf from another carrier and / or aircraft type.

#### **4. Compensation**

1In the event of death or bodily injury of a passenger, the circle of entitled persons and the nature and assessment of compensation to such are governed by the rules of the Code of Obligations.

2If claims for death or injury to the same passenger are made by more than one person, and if the sum of these claims exceeds the sum of 128'821 SDR, the court shall reduce the claims in a proportionate manner.

#### **5. Exoneration**

1If Zimex proves that the person making the claim for damages or the person from whom the claimant derives its rights has caused or contributed to the damage by a breach of duty or by any other unlawful act or omission, it is exonerated from its liability to that person to the extent that such breach of duty or unlawful act or omission has caused or contributed to the damage.

2If any person other than the Passenger is compensated for death or personal injury, Zimex shall be released from its liability to the extent that it proves that a breach of duty or any other wrongful act or omission by the Passenger caused or contributed to the damage.

#### **6. Deadline for notification of damage**

1If the consignee accepts checked-in luggage without reservation, this justifies the rebuttable presumption that it was delivered undamaged and in accordance with the ticket of carriage.

2In the event of damage to checked-in luggage, the recipient must report the damage in writing immediately after discovery of the damage and in respect of checked-in baggage within seven days of its acceptance.

3If the carriage of checked baggage is delayed, the recipient must report in writing within 21 days after the baggage has been handed over to the consignee.

4If the notification period is missed, any action against Zimex is excluded, unless it has acted maliciously.

## 7. Time limit for the claim for damages

The claim for damages must be brought within two years of arrival at the place of destination or after the plane should have arrived or after the carriage has been canceled. Following this period, the right to any claims is forfeited.

## 8. Prepayments

1If an aircraft accident results in the death or injury of a passenger, Zimex shall make prepayments to natural persons entitled to compensation to meet their immediate economic needs. These advance payments must be paid within 15 days from the identification of the natural persons entitled to claim for damages.

2In the event of death, the advance payment must not be less than the amount of 16'000 SDR.

3The advance payments do not constitute liability recognition. They can be offset against future payments by Zimex or its insurer.

4This article is also within the area of application of the Montreal Convention.

## 9. Applicable law

The contract of carriage and the associated provisions are subject to Swiss law, unless another law is mandatory.

*\* "Special Drawing Rights" means a Special Drawing Right as defined by the International Monetary Fund [at the time of entry into force of these Conditions, 1 SDR is approximately CHF1.30. Exchange rate].*

### **Special Carriage**

The transport of sick, unaccompanied minors, pregnant women, persons with disabilities or other persons requiring special assistance must be arranged with the booking tour operator at least 48 hours before the scheduled departure time.

### **Charter Flights**

Individual **Flight-Only** arrangements provided by a Travel Agency are concluded under these conditions of carriage which apply provided the flight is operated by Zimex.

**Any "All-In" Package Passengers and Tour Travelers must consult the booking Tour Operator or Agency for transport, delay and cancellation conditions**

**Short summary of passenger rights in accordance with Regulation EC 261/2004  
(provided legal requirements are met)  
(Summary without guarantee of completeness)**

**Delay**

Of more than 2 hours:

- Meals and refreshments in relation to the waiting time
- 2 phone calls, e-mails
- Hotel for overnight stay (if necessary) and transportation to the place of accommodation

Of more than 5 hours:

The choice to refrain from the trip, combined with a (partial) refund of the ticket (contact your travel agent or tour operator)

**Non-carriage against the passenger's will**

- Meals and refreshments in relation to the waiting time
  - 2 phone calls, e-mails, faxes
  - Hotel for overnight stay (if necessary) and transportation to the place of accommodation
  - Depending flight duration time between € 125 and € 250
- and the choice between:
- Waiver of travel and (partial) reimbursement of the ticket (contact your travel agent or tour operator)
  - Earliest possible carriage
  - transportation at a later date

**Cancellation**

- Meals and refreshments in relation to the waiting time
  - 2 phone calls, e-mails, faxes
  - Hotel for overnight stay (if necessary) and transportation to the place of accommodation
  - Depending on alternative transport time between € 0 to € 250
- And choice between:
- Waiver of travel and (partial) reimbursement of the ticket (contact your travel agent or tour operator)
  - Earliest possible carriage
  - transportation at a later date

**Downgrading**

- Not applicable, one-class carriage

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For assertion / questions, please contact:

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8152 Glattbrugg  
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welcome@zimex.ch

In case of suspected infringement of passenger rights, you can turn to the following locations in Switzerland:

Federal Office of Civil Aviation FOCA  
passenger rights  
CH 3003 Bern  
+ 41-58-465 9596 (MO-FR 14.00h - 16.00h)  
passengerrights@bazl.admin.ch