



Paravia AG
Postfach
6215 Beromuenster
www.paraclub.ch



General terms and conditions

Version September 2016 / V2.8

Your agreement comes into existence with

Paravia AG
Postfach
6215 Beromuenster

under the label "Paraclub Beromuenster".

1. Scope of application

All services and supplies from Paravia AG/Paraclub Beromuenster are based upon the following terms and conditions in the version that is valid in the moment the contract is done. Any other conditions that differ from the below are not valid and will not be accepted.

2. Conclusion of contract

Our online display of our range of products and services is not a binding offer or contract. By sending an order or reservation to us, the customer is bound to this offer or contract. We reserve the right to accept or decline the order or reservation. The confirmation can be done via phone, e-mail or mail. Should the details that are displayed online not be correct, we will make the customer an alternative offer. It is then the customer's decision, if he/she would like to accept or decline this offer. The acceptance can be in the form of a supply, and/or invoicing and/or rendering a service.

3. Exception of availability

Should Paravia AG/Paraclub Beromuenster ascertain, that the ordered goods or services are not available after the conclusion of the contract, Paravia AG/Paraclub Beromuenster can reject the contract. Payments received already will be returned immediately after terminating the contract. All further claims are hereby expressly excluded.

4. Prices

The prices displayed on our website are valid for online orders or the purchase locally. The purchase of vouchers and goods from the shop is including VAT, shipping charges will be additional. We reserve the right to adjust the prices at any time. For vouchers there is generally no additional shipping charge, unless stated elsewhere. Should there be a mistake or incompleteness regarding the details about goods or services provided by Paravia AG/Paraclub Beromuenster we reserve the right for adjustments.

5. Vouchers

Generally, the vouchers are valid 2 years. (The period of validity is printed on the voucher). After this period, Paravia AG/Paraclub Beromuenster is no longer bound to accept the voucher. Lost vouchers will neither be replaced nor will cash refunds be made for vouchers.



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Paravia AG/Paraclub Beromuenster is not obliged to accept vouchers that have not been paid for. For operative reasons, the services connected to the voucher can only be supplied by Paravia AG/Paraclub Beromuenster if a correct and timely reservation has been made.

If the value of the voucher is higher than the cost of the consumed service, Paravia AG/Paraclub Beromuenster does not grant further services and will not make a refund for the remaining value.

The online-vouchers are transferred from Paravia AG/Paraclub Beromuenster to the purchasers with a forgery-safe security code.

Since a voucher can be given away, Paravia AG/Paraclub Beromuenster is not required to validate if the redeeming person is its legitimate owner. The only things verified at the redemption are if the voucher number is actually enabled in the system and whether the according voucher really has been paid for. As the purchaser is able to print the voucher himself, several prints are possible, but only one thereof is valid and redeemable. The first voucher with the correct code that is redeemed is considered the original and will be immediately validated by Paravia AG/Paraclub Beromuenster. If further vouchers with the same code emerge, it is considered a case of abuse which will result in legal consequences. If a person tries to redeem multiple vouchers with the same code, there will be no entitlement to performance and/or delivery, neither will there be entitlement to compensation on the part of Paravia AG/Paraclub Beromuenster, even if the person redeeming the first voucher is not its legitimate owner. In fact, if someone gives out a voucher with intention to defraud, he or she will be immediately prosecuted for forgery (fraud or attempted fraud).

If, for any reason, Paravia AG/Paraclub Beromuenster closes down, the vouchers expire without a right for compensation. The same shall apply if the owner of Paravia AG/Paraclub Beromuenster changes. In this case, Paravia AG/Paraclub Beromuenster is not obliged to indemnify potential losses.

6. Requirements

Any passenger has to be in a good physical and psychological constitution. Especially the neck, back and shoulders need to be in good condition. The passenger also needs to be able to equalize the pressure in the ears. In case of questions or uncertainties the passenger has check these before the jump with both his doctor and us. In case of any doubts we will advise against doing a skydive or flight. We reserve the right to make the final decision, if we will do a skydive or flight with a passenger.

Tandem skydive:

- Maximum weight including clothes: 100kg
- Minimum height: 150 cm (final decision will be made on the day of the skydive)
- Children under age need to bring a written consent from their parents
- No consumption of alcohol or any kind of drugs before the skydive
- Good physical and mental health
- No problems with your ears (pressure equalizing), neck, shoulders or back
- Accident insurance is the exclusive concern of the participant; we recommend checking previously the coverage for parachute jumps.

First time jump and AFF course:

- Min. age 15 years (children under 18 years need the written consent of the parents)
- Weight including clothes of max. 90kg



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- Minimum height: 150 cm
- Good physical and mental health
- No problems with your ears (pressure equalizing)
- No problems with your neck, shoulders or back
- Sport test: Standing jump and 500-meter-run
- No consumption of alcohol or any kind of drugs before the skydive
- Accident insurance is the exclusive concern of the participant; we recommend checking previously the coverage for parachute jumps.

7. Group bookings

Every customer, who does a reservation for more people than only him/herself, is responsible for passing on all information and terms and conditions provided by us to each one of the other passengers. He/she is also responsible that all passengers will be at the drop zone on time.

8. Time requirement

The description of a jump (Tandem, AFF course) on www.paraclub.ch is correct on the time it was uploaded. The content of a jump may be subject to alterations, while Paravia AG/Paraclub Beromuenster will do their best to update the description in a timely manner. The videos and photos displayed on www.paraclub.ch as well as in other sources (i.e. flyer) are only for description purposes. The photos and videos taken of the customer can therefore vary from the examples shown.

The mentioned time requirement as well as the duration of the free fall and canopy ride are indicative and may vary. Due to weather or operational delays, there might be delays in doing the skydive or flight. A shorter duration of the free fall or canopy ride or a longer waiting does not entitle the customer to a price reduction. The allocation of the skydives lies solely with the organizer.

9. Cancellation fees for direct bookings at Paraclub Beromuenster

For no shows or cancellations less than 72 hours before the tandem skydive we will charge a cancellation fee of CHF 100,- per person.

For a cancellation of an AFF course the cancellation fees are as following:

- | | |
|---|------------------------------------|
| - up to 60 days before the start of the course: | no cancellation fees |
| - 60 to 30 days before the start of the course: | 10% of the price of the course |
| - 30 to 15 days before the start of the course: | 30% der of the price of the course |
| - 15 to 3 days before the start of the course: | 50% der of the price of the course |
| - 2 day or less before the start of the course: | full price of the course |

We recommend a cancellation insurance.

10. Cancellation fees for bookings over a third party provider (online provider with own tickets / gift vouchers)

In case of unexcused absence or cancellation, the ticket / gift voucher of the third party provider will expires completely.

For **rebooking** a tandem jump below than 72 hours or a first time jump below than one week before the appointment we will charge a cancellation fee of CHF 100,- per person.

We recommend a cancellation insurance.



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11. AFF course

In case of a no show or stopping the AFF course the costs will not be refunded. If the customer is not able to do the course (mental or physical health, incorrect information about the height or weight in the booking) or if the instructor determines a non-ability of a student there will be no refund. If the student stops the course himself due to sickness or injury (doctors certificate mandatory), he/she can continue the education within one year to the same conditions.

12. Altitude

We normally jump out at an altitude of flight level 150 (15'000 feet above sea level). In Beromuenster this will be an altitude between 3800 and 4100 meters above ground (depending on the weather). Due to weather conditions, restrictions to the maximum flight altitude given to us by the air controller or technical issues, it might be the case that we cannot climb to full altitude. From a minimum altitude of 3000 meters above ground we will do the skydive anyway. In this case we do not grant a price reduction.

13. Cancellation of skydive operation

Solely Paravia AG/Paraclub Beromuenster is allowed to cancel a date due to weather conditions or technical issues. The passenger needs to check our info message (Tel: +41 41/930 26 26) in any case on the day before the skydive to find out if we will be skydiving the next day and needs to follow the instructions given on the info message. We will only skydive only under the following conditions:

- the weather allows us to skydive
- there is a plane and pilot available and functional
- our staff is available
- we have enough capacity

The passenger is not eligible for a refund or compensation in case any costs or expenditure of time was generated by the cancellation or change of date.

In case we could not do the skydive, we will offer you an alternative date.

14. Liability

Any claims of liability of the customer/ and/or his representatives against the Paraclub Beromuenster, Paravia Inc. and all its affiliates are excluded as far as the claims fall within all applicable legal rights and laws. Paravia AG/Paraclub Beromuenster does not assume liability for any damage, that might have resulted from any accident the customer had during the flight, freefall, canopy ride or on the drop zone unless it was deliberate or due to gross negligence. In case of damage to any of our material, that was deliberate or due to gross negligence, the person causing the damage is fully liable. Customers can be excluded from doing the skydive or participating in the training, if they pose a threat to themselves or other people or grossly disrupt the operation. In this case the customer is not eligible for a reduction, refund or compensation.

15. Insurance

The parachutes and planes underlie the Swiss Air Law and are insured in accordance with the legal requirements. The customer is solely responsible for health, accident and travel insurance.



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16. Retention of property

We reserve the property of the delivered goods until full payment of the respective item. For contracts with companies we reserve the property of the delivered goods all part payments have been received.

17. Images and video footage

The photos and videos taken by a Paravia AG/Paraclub Beromuenster employee during any jump are copyright property of Paravia AG/Paraclub Beromuenster. The Paravia AG/Paraclub Beromuenster has the right to use this material for advertising purposes, even if the customer is recognizable on it. Paravia AG/Paraclub Beromuenster will not pay or refund the customer for this.

18. Terms of payment

The invoice has to be paid within 10 days. After this time we reserve the right to charge 5% interest per year on the full amount and to charge an additional administration fee of CHF 10,-. Vouchers have to be paid right after the invoice has been received



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19. Delivery

As far as permitted by law, the risk of loss or deterioration of the goods as well as the price risk on delivery of the goods lies with the customer. Shipment of goods subject to availability. Paravia AG/Paraclub Beromuenster is not liable for delays in the delivery caused by third parties (manufacturers/carriers etc).

The delivery region is Switzerland. For delivery to other countries there will be additional costs.

20. Shipping damage

The Paravia AG / Para Club Beromuenster is not liable for any damages caused by any transport company. The customer is obliged to check each item immediately for completeness and any damages. If the package is damaged or repaired with tape of the transport company, the customer is obliged to claim damages immediately upon delivery.

21. Cancellation and Return Policy

The customer is entitled to withdraw from the contract within 10 days of receipt of the goods. The cancellation must be in writing or by returning the goods. Excluded from the cancellation are goods that were produced individually, configured or ordered especially for the customer as well as vouchers. Vouchers that are being paid by invoice/bank transfer can be cancelled within 24 hours after receipt of the invoice and must be sent back to Paravia AG/Paraclub Beromuenster within the next 3 workdays after receipt of the voucher.

The cost of the return shipment has to be borne by the customer, unless the goods have been delivered incorrectly. In case of damage or loss of the goods caused by the customer, the customer has to reimburse us the impairment or loss.

22. Warranty / Complaint

Obvious damage to the goods must be claimed within two weeks of receipt. If repair or replacement finally fail, the customer has the right to a reduction of the price or to cancel the contract. We are not liable for damages caused by false handling, above-average use or damages caused by third parties.

23. Data privacy protection

The customer's personal data will not be shared or passed on to third parties. We might use the personal data for internal marketing purposes only. Paravia AG/Paraclub Beromuenster will only pass on customer's data to businesses that are related to the order when necessary.

24. Choice of law

Swiss law will apply to any legal case between Paravia AG/Paraclub Beromuenster and the customer as well as the terms and conditions. Place of jurisdiction for any legal cases will be Zug.

25. Revision clause

At any one time the terms and conditions are applicable in the current version.

We look forward to welcoming you at Paraclub Beromuenster.

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