

*** Please note that this translation is provided for informational purposes only.
In case of any discrepancies, the original document shall prevail.***

Example of a refuelling agreement between [Company] and Sion Airport

Appendix 1 - Sion 2024 airport aviation fuel directives and tariffs

Between the undersigned :

Aéroport de Sion Represented by [Name of Representative] Address: [Address of Aéroport de Sion]

and

[Company] Represented by [Name of Representative] Address: [Company Address]

The following has been agreed and determined:

Article 1: Purpose of the Agreement

The purpose of this agreement is to define the terms and conditions for the provision of fuel by Sion Airport to [Company].

Article 2: Basis of the agreement

This agreement supplements the document entitled "Guidelines and Tariffs for Aviation Fuels at Sion 2024 Airport". These guidelines form an integral part of this agreement.

Article 3: Fuel account

By opening a fuel account with Sion Airport, [Company] undertakes to purchase fuel exclusively from Sion Airport for all its operations at Sion. Any breach of this obligation may result in the cancellation of quantity discounts.

Article 4: Quantity discounts

Sion Airport grants [Company] an annual quantity discount in accordance with the Fuel Sales Directive 2024. This discount may be refused in the following cases:

- If [Company] still has fuel invoices open at 28 February 2025 with Sion airport ;
- If [Company] has been subject to legal proceedings for unpaid fuel invoices at Sion airport in the last twelve months.

Article 5: Terms of payment

Monthly invoices must be paid within thirty (30) days of the date of issue.

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Article 6: Cash payment system

If a fuel invoice is not paid within the allotted time, the customer may be required to pay in cash.

[Company] will be notified in writing and will be required to settle all future transactions in cash or by bank transfer prior to the delivery of fuel.

Article 7: Force Majeure

The party affected by a case of force majeure preventing it from honouring this agreement must inform the other party as soon as possible and will take all reasonable measures to limit the effects.

Article 8: Duration and termination

This agreement is concluded for a period of one (1) year, renewable each year for a period of one (1) year by tacit renewal unless terminated by one of the parties giving three (3) months' notice before the annual expiry date.

In the event of a serious breach by one of the parties of its obligations, termination may take place immediately after written notification to the defaulting party.

1.1.1. Article 9: General provisions

The parties undertake to be transparent with their customers, to make them aware of the existence of the "Guidelines and Tariffs for Aviation Fuels at Sion Airport 2024" and to give them free access to the various pricing and payment policies.

The parties undertake to perform their obligations faithfully and in good faith.

Any amendment to this agreement must be the subject of an amendment signed by both parties.

Article 10: Confidentiality

The terms of this agreement and all information exchanged between the parties in connection with its execution are confidential and may not be disclosed to third parties without the prior written consent of the other party.

Article 11: Applicable law and jurisdiction

This agreement is governed by Swiss law.

The courts of Sion shall have exclusive jurisdiction over any dispute relating to this agreement.

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Article 12: Signatures

For Sion Airport: [Name,
position, signature]

For [Company] :
[Name, Position, Signature]

Example