



NORSE ATLANTIC AIRWAYS AS

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

ARTICLE 1. DEFINITIONS

"**WE**", "**OUR**," **US**" or "**NORSE**" means Norse Atlantic Airways AS and where the context so requires, includes our employees, contractors and agents.

"**YOU**", "**YOUR**" and "**YOURSELF**" means any person (whether adult, child or infant), except members of the crew, carried or to be carried or intending to be carried in an aircraft pursuant to a Ticket, or in relation to Ticket refunds, means the person who paid for the Ticket.

"**ADMINISTRATIVE FEE**" means a fee that we may charge for certain services, including but not limited to, making changes to a Ticket via our telephone call center. The Administrative Fee does not include taxes, fees or other charges imposed by a governmental authority and which we may be required to collect from you.

"**AIRLINE DESIGNATOR CODE**" means the two or three characters or letters which identify particular air Carriers in Tickets, timetables, reservation systems and in communications. Our designation code is "NO".

"**AUTHORIZED AGENT**" means a Passenger sales agent (which can include another Carrier) who has been validly appointed by us to represent us in the sale of air transportation on our services.

"**BAGGAGE**" means your personal property accompanying you on your flight. Unless we say otherwise, this consists of your Checked Baggage and Unchecked Baggage.

"**BAGGAGE IDENTIFICATION TAG**" means a document that we give you to identify each piece of your Checked Baggage.

"**BOARDING TIME**" means the time specified by us on your Boarding Pass by which you must present yourself at the boarding gate.

"**BOARDING PASS**" means the paper or electronic document that we issue to you as evidence that you have checked-in for your flight.

"**BOOKING REFERENCE**" means the electronic entries within our reservations database recording the Flight Segments and the Conditions of Contract of the carriage you have booked and for which we or our Authorized Agent have issued an Itinerary Receipt.

"**CARRIER**" means an air Carrier whose Airline Designator Code appears on your Ticket.

"**CHECKED BAGGAGE**" means that part of your Baggage of which we take custody for carriage in the aircraft hold and for which we have issued a Baggage Identification Tag.

"**CHECK-IN DEADLINE**" means the time limit set by us by which you must have completed check-in and obtained your Boarding Pass. If you have checked-in online, we will inform you of the deadline for Baggage acceptance and the Boarding Time.

"**CODE SHARE**" means an arrangement by which we offer transportation service to a Passenger on a flight that is operated by a carrier other than us.

"**CONDITIONS OF CARRIAGE**" means the present terms and conditions of Carriage for Passengers and Baggage.

"**CONDITIONS OF CONTRACT**" means those statements contained in or delivered with your Ticket or Itinerary Receipt, identified as such and which incorporate, by reference, these Conditions of Carriage.

"**CONVENTION**" means whichever of the following instruments is or are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter separately referred to as the **Warsaw Convention**);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961);
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (hereinafter separately referred to as the **Montreal Convention**)

"**DAMAGE**" means death of, or bodily injury to a Passenger caused by an accident on board an aircraft or during the course of any of the operations of embarking or disembarking. It also means loss, partial loss or other damage to Baggage which occurs during carriage by air or during any

period the Baggage is in the charge of the Carrier. Additionally, it means damage occasioned by delay or cancellation or refusal to carry in the carriage by air of Passengers and/or Baggage.

"**DAYS**" mean calendar days, including all seven days of the week. For the purpose of sending notices, we will not count the day upon which notice is sent. For the purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued shall not be counted.

"**FARE RULES**" means those rules, terms and conditions applicable to particular elements of our products and pricing structures.

"**FLIGHT SEGMENTS**" are the places of departure and destination which are recorded in sequence in your Ticket between which you are entitled to be carried.

"**FORCE MAJEURE**" means unusual and unforeseeable circumstances beyond the control of a party, the consequences of which could not have been avoided even if reasonable care had been exercised. Examples include, but are not limited to, acts of God, accidents, government-imposed sanctions or embargoes, cyberattacks, riots, war, terrorist act, epidemic, pandemic, government-imposed quarantines, civil commotion, and natural catastrophe.

"**IMMEDIATE FAMILY**" means your parents, your siblings, your spouse, your children, your parents-in-law, your sisters and brothers in law, your sons and daughters in law, your grandparents and your grandchildren.

"**ITINERARY RECEIPT**" means a travel document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and further notices relevant for the journey.

"**PASSENGER**" means any person (whether adult, child or infant), except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

"**REGULATIONS**" means the rules which we have for certain aspects of air transportation which are referred to in these Conditions of Carriage.

"**SPECIAL DRAWING RIGHTS**" means the international unit of account, defined by the International Monetary Fund, based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day.

"**SMOKING**" means the use of a tobacco product, electronic cigarettes whether or not they are a tobacco product, or similar products that produce a smoke, mist, vapor, or aerosol, with the exception of products (other than electronic cigarettes) which meet the definition of a medical device, such as nebulizers.

"**TARIFFS**" means our published fares, charges, Ticket restrictions, Fare Rules and/or related conditions of carriage which are deemed to be incorporated to the conditions of contract with you.

"**TICKET**" means either a paper or electronic document setting out the details of your Booking issued by us or our Authorized Agent or, alternatively, an electronic Ticket.

"**UNCHECKED BAGGAGE**" means the Baggage you carry onboard the aircraft which remain in your care and custody.

"**WEBSITE**" refers to www.flynorse.com, our website location that maintains NO's collection of web pages on the World Wide Web.

ARTICLE 2. APPLICABILITY

2.1 GENERAL

2.1.1 Except as otherwise provided in Articles 2.3, and 2.4, these Conditions of Carriage apply to all flights or Flight Segments operated by us where our name or Airline Designator Code "NO" is shown as the Carrier on your Ticket or in respect of which we have a legal liability to you. By booking or purchasing a Ticket on a flight with us and/or by checking in for a flight with us, you are considered to have accepted these Conditions of Carriage on behalf of yourself and anyone else included in your booking.

2.1.2 These Conditions of Carriage also apply to free and reduced fare carriage except to the extent we have provided otherwise in our Regulations or in the applicable contract or Ticket.

2.1.3 We will always only sell Tickets from us and not as an agent for other airlines or services providers. Where we enable you to connect with other services providers or airlines, we do so only on your behalf and any services procured by you from these services providers are subject to those services providers' terms and conditions. We have no liability whatsoever for services provided by any third-party providers to you.

2.1.4 No employee, agent, or representative of us has authority to modify, alter or waive any provision of these Conditions of Carriage.

2.1.5 Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. our address is Floyveien 14, 4838 Arendal, Norway. Our Website is www.flynorse.com and it contains information on ways to contact us.

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2.3 CODE SHARES

2.3.1 On some services, we may have arrangements with other Carriers known as "Code Shares". This means that even if you have booked a flight with us and hold a Ticket where

our name or Airline Designator Code is shown as the Carrier, another Carrier may operate the aircraft.

2.3.2 If such a situation applies to your carriage:

- (a) We will inform you of the name of the Carrier operating the aircraft at the time you make a reservation (or if you make your reservation with an Authorized Agent, we will require that our Authorized Agent gives you that information); and
- (b) The conditions of carriage of such other Carrier operating the aircraft will apply in respect of all operational services related to and procedural aspects of the carriage performed by such Carrier. This may result in provisions relating to certain aspects of carriage, such as schedule changes, Baggage acceptance, services, check-in and boarding procedures, conditions for refusal or limitation on carriage, conduct onboard the aircraft, procedures relating to delay or cancellation of flights, to be different from those under these Conditions of Carriage and additional rules may be applicable for such code shared flights.
- (c) You should also refer the applicable conditions of carriage and rules of the Carrier operating the aircraft. You have the right to address your concerns either to us in respect of the whole carriage contemplated on the Ticket or to the Carrier operating the aircraft solely for the carriage it performs.

2.4 **OVERRIDING LAW AND SEVERABILITY**

2.4.1 These Conditions of Carriage do not apply to the extent they are inconsistent with our Tariffs or applicable law.

2.4.2 If any provision of these Conditions of Carriage is deemed invalid, illegal, or unenforceable under any applicable law, treaty, or Convention, or where our Tariffs prevail, it shall not affect the enforceability of any other provision of these Conditions of Carriage. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from these Conditions of Carriage, and the remainder shall be enforced as if the Conditions of Carriage did not contain the invalid, illegal, or unenforceable provision.

2.5 **CONDITIONS PREVAIL OVER REGULATIONS**

2.5.1 These Conditions of Carriage shall prevail in the event of inconsistency with any of our Regulations.

2.5.2 If part of one of our Regulations becomes invalid in this way, the other parts of our Regulations will still apply.

2.6 **ERRORS**

2.6.1 In the event of an erroneously quoted fare caused by a technical glitch or inadvertent error (including but not limited to a fare filing error, computer error or any third-party error (either human or mechanical)), we reserve the right to:

- (a) cancel reservations and/or Tickets issued;
- (b) refund the total amount paid by the purchaser; and
- (c) offer a new Ticket at the correct fare that should have been quoted at the original time the reservation was made.

ARTICLE 3. TICKETS

3.1 GENERAL PROVISIONS

3.1.1 Subject to other provisions of these Conditions of Carriage, we shall provide carriage only to persons who:

- (a) are correctly named on the Ticket; and
- (b) produce a valid unexpired passport (with a date of validity exceeding the date of the scheduled return flight for long enough as required by applicable immigration rules, if any) and, where applicable, a valid travel visa (and/or any other documents required for travel under applicable law) that matches the Passenger details specified in your Ticket and meets any applicable requirements for your entry into the country of destination, including the remaining period of passport validity.

3.1.2 We reserve the right to refuse carriage, and to suspend your Ticket:

- (a) if you have acquired the Ticket through fraud, in violation of applicable law or our Tariffs, terms and conditions of issuance, or our Fare Rules or Regulations; or
- (b) if you are unable to prove to our satisfaction that you are the person named as Passenger in the Ticket by producing a valid passport that matches the details specified in the Ticket;
- (c) if you are unable to prove to our satisfaction that you have authority to travel using a Ticket purchased on someone else's credit card. In such a case, we may require you to pay the full price of the Ticket for a replacement Ticket, and we undertake to provide a full refund of the price of the replacement Ticket if we are later presented with satisfactory authority from the credit card holder.

3.1.3 A Ticket is not transferable, unless otherwise set out in our Fare Rules.

3.1.4 You should choose the fare best suited to your travel needs. Some Tickets are sold at discounted fares that may be partially or completely non-refundable and any change to the dates of travel or the route specified on the Ticket will only be possible upon recalculation of the fare. If you are in doubt whether your Ticket is "non-refundable", "non-changeable" or "non-reroutable" you should ask for advice from the person who is selling you the Ticket. You may also wish to ensure that you have appropriate insurance to cover instances in which unforeseen circumstances may require you to

cancel your travel, change your travel plans or seek accidental medical emergency treatment.

- 3.1.5 The Ticket is and remains at all times the property of the issuing Carrier. If you want to change any aspect of your Ticket or seek a refund, all such requests must be directed to the entity that sold you the Ticket.
- 3.1.6 You may be required to bring a printed copy of the Ticket or Itinerary Receipt with you to certain airports as you may be asked to present this to airport, immigration and security personnel or other relevant authorities.
- 3.1.7 For the purposes of the Convention, an Itinerary Receipt is considered to serve as a Passenger Ticket and a document of carriage.
- 3.1.8 Your Ticket is valid only for the carriage shown on the Ticket, from the place of departure via any intermediary stop, where applicable, to the final place of destination on the dates specified. The fare you have paid is based upon such route on the dates specified and is valid only for that carriage shown on the Ticket. These elements form an essential part of our contract with you.
- 3.1.9 While some types of changes will not result in a change of fare, others, such as a change in the place of departure (for example, if you do not fly the first Flight Segment or reversing the direction you travel) can result in an increase in the fare and/or the cancellation of the Ticket. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all or may be changed only upon payment of an additional fee to us or our Authorized Agent.
- 3.1.10 Each Flight Segment contained in your Ticket is good for carriage in the class of service, on the date and for the flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be reserved later, subject to the Tariff, the Fare Rules, the applicable Ticket restrictions and the availability of space in the appropriate booking class on the requested flight.
- 3.1.11 If we must cancel or are otherwise unable to operate your flight due to a Force Majeure event, we may, at our sole discretion and subject to applicable law, provide: (1) a refund; (2) a travel credit that can be used (subject to applicable terms and conditions) for future air travel with us; and/or (3) transportation to a mutually-agreed alternate airport. You will not be entitled to any additional compensation for a flight cancellation associated with a Force Majeure event unless expressly required by applicable regulations.

3.2 **PERIOD OF VALIDITY**

- 3.2.1 Except as otherwise mentioned on the Ticket, Conditions of Contract, or in the applicable Tariffs, a Ticket is valid for:
 - (a) one year from the date of original creation of your booking, if completely unused; or

- (b) provided the first travel occurring within one year from the date of original creation of your booking, one year from the date of first travel.

3.2.2 When you are prevented from travelling within the period of validity of the Ticket because at the time you request a reservation, we are unable to confirm it:

- (a) the validity of the Ticket will be extended solely by the period during which such confirmation of reservation could not be given, or
- (b) you may be entitled to a voluntary refund in accordance with Article 10.3, subject to restrictions (if any) included in the Ticket.

You will not be entitled to any additional compensation.

3.2.3 If you are prevented from travelling within the period of validity of the Ticket by reason of illness,

you must provide us with a medical certificate confirming that you are not fit for travel due to the illness, and:

- (a) we may extend the period of validity of your Ticket until the date (in our reasonable opinion) you become fit to travel or until our first flight after such date from the point where the journey is resumed, on which space is available in the class of service for which the fare has been paid;
- (b) the validity of such Ticket may be extended for not more than three months from the date shown on the medical certificate;
- (c) we will extend the period of validity of Tickets of accompanying Passengers who are included in the same booking and members of your Immediate Family accompanying you on the carriage you were prevented from completing.

3.2.4 If a member of your Immediate Family dies and you have provided us with a copy of the death certificate and other proof required by us to establish the relationship between you and the deceased, we will extend the validity of your Ticket and those of the accompanying Passengers who are included in the same booking for a period not longer than 45 Days from the date of death.

3.3 **CHANGES TO YOUR BOOKING**

3.3.1 Your Ticket is valid only for the carriage shown on the Ticket, from the place of departure to the final place of destination on the dates specified.

3.3.2 If you wish to change any part of your carriage:

- (a) you must inform us at least 48 hours prior to the time of departure of any affected flight; and

- (b) the fare for your new carriage will be calculated by us and you will be given the option of accepting the new fare or maintaining your original carriage as Ticketed; and
 - (c) if you opt to accept the new fare, the Ticket will be reissued, and you will be required to pay the fare differential if the new fare is higher than the fare initially paid or charged in addition to the prescribed Administrative Fee.
- 3.3.3 If you are required to change any aspect of your carriage due to an event of Force Majeure affecting you:
 - (a) you must contact us as soon as practicable; and
 - (b) you must provide us with satisfactory evidence of the Force Majeure; andwe will use reasonable efforts to transport you to your final destination, without recalculation of the fare.

ARTICLE 4. FARES, TAXES, FEES, CHARGES AND SURCHARGES

4.1 FARES

- 4.1.1 The fare you paid for the Ticket applies only for carriage of you and your Baggage from the airport at the point of origin to the airport at the final point of destination at the times and on the dates specified in your Ticket, unless otherwise expressly indicated on the Ticket.
- 4.1.2 If more than one routing is available, your Ticket will specify the routing of your carriage applicable under the fare.
- 4.1.3 Fares do not include ground transport service between airports and between airports and town terminals or any other transport or services, unless expressly indicated on the Ticket that these services are included.
- 4.1.4 Your fare will be calculated in accordance with our Tariffs in effect on the date payment was made for your Ticket, for travel on the selected dates and the itinerary shown on it.
- 4.1.5 Should you change your itinerary or dates of travel, this may change the fare.
- 4.1.6 We reserve the right to refuse transportation if the applicable fare (including any applicable taxes or administrative fees) has not been fully paid.
- 4.1.7 Your fare may involve specific conditions and/or restrictions called "Fare Rules" with regard to:
 - (a) the Ticket and period of validity,
 - (b) reservation and Ticket issuance requirements,
 - (c) the prescribed "no show" fee, change fee, cancellation fee and Administrative Fees;

- (d) Baggage allowances,
- (e) Ticket refund rules and charges,

which may be incorporated into or otherwise change the provision of these Conditions of Carriage. You will be informed of the applicable Fare Rules prior to the purchase of the Ticket.

4.2 TAXES, FEES AND CHARGES

- 4.2.1 You must pay all applicable taxes, fees and charges imposed by governmental or other authorities in respect of your carriage or imposed by an operator of an airport on a Passenger that we are obliged to collect from you. We reserve the right to refuse transportation if the applicable taxes, fees and charges have not been paid.
- 4.2.2 At the time you purchase your Ticket, you will be advised about any taxes, fees and charges not included in the fare, which will normally be shown separately on the Ticket, except on flights to or from or the United States of America, in which case the fare includes all taxes, fees and charges. These taxes, fees and charges are not determined by us and are subject to change constantly by governments or other authorities or by the operator of an airport and can be imposed or increased after the date of Ticket issuance.
- 4.2.3 If there is an applicable increase in a government tax or fee shown on the Ticket, you may be obliged to pay it before carriage. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you may be obliged to pay it before carriage. In the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund of that amount.
- 4.2.4 If you do not use your Ticket or use only a portion thereof, or if any tax, fee or charge is abolished, reduced or becomes no longer applicable to your carriage, you may claim a refund of such taxes, fees or charges you have paid as appropriate subject to any applicable Administrative Fees. We reserve the right not to refund any taxes, fee or charges which are not recoverable by us from the relevant government or authority, or from the operator of an airport.

4.3 CURRENCY

- 4.3.1 You must pay the fares, taxes, fees and charges in the currency of the country in which the carriage commences unless we or our Authorized Agent require payment in a different currency. We may direct that such payment be made electronically or by other non-cash means.
- 4.3.2 We may decide to accept payment in another currency at the rate of exchange established in accordance with our Regulations.

ARTICLE 5. RESERVATIONS

5.1 **RESERVATION REQUIREMENTS AND CHANGES TO YOUR BOOKING**

5.1.1 We or our Authorized Agent will record your reservation(s) in our reservations database. Upon request we will provide you with written confirmation of your reservation(s) or send it to the email address that was provided to us at the time that the booking was made.

5.1.2 Certain fares have conditions that limit or exclude your right to change or cancel reservations, and we will inform you details of such at the time of your reservation.

5.1.3 If you or any Passenger traveling under your custody or a Ticket purchased by you have a medical condition or other condition for which you require or may require a medical examination as set out in Article 7.3 or may require medical assistance or special assistance during embarkation, disembarkation or assistance during the flight (for example, in the circumstances set out at Articles 7.2 to 7.4), and insofar as applicable local laws, in particular those of the United States of America, do not deviate from the below :

- (a) you must inform us thereof at the time you make your booking;
- (b) your booking should be made with the advance notice periods mentioned in Article 7 in order to be able complete the medical clearance requirements and/or take care of the necessary measures to provide assistance; and
- (c) if the required advance notice is not given it may not be possible to accept the booking due to lack of time to organize the assistance or complete the applicable medical clearance requirements.

5.1.4 You will be given a provisional booking until such time as we are satisfied that you have received medical clearance required by Article 7.3 and have satisfied all conditions attached to such clearance.

You can find more information on our Website.

5.1.5 If you have requested for any special requirement or purchased an ancillary product such as a special meal, specific seating, transportation, wheelchair assistance, use of bassinet, such requirements must be resubmitted in the event you make a modification to your original reservation such as a date change, class of travel, or any cancellation and rebooking, in which case any payments already made will be applied.

5.2 **PERSONAL DATA**

5.2.1 You acknowledge and agree that you have provided your personal data to us for the following purposes and subject to the terms of our Privacy Policy:

- (a) making a reservation;
- (b) purchasing, recording and issuing a Ticket and all ancillary documents associated with your carriage;

- (c) providing you with your carriage and all ancillary services to your carriage, including communicating with you relating to your carriage;
- (d) responding to your queries and requests;
- (e) administration of accounting,
- (f) billing and auditing procedures and other administrative purposes;
- (g) obtaining ancillary services from third party providers such as wheelchair assistance and transportation services;
- (h) developing and providing services and managing guest recognition programs;
- (i) facilitating immigration and entry procedures;
- (j) facilitating security checks, procedures and requirements;
- (k) dealing with customs control;
- (l) prevention and detection of crime and making available such data to government agencies in connection with your travel;
- (m) customer relations issues;
- (n) analysis of statistics; assisting us in future transactions with you;
- (o) marketing and systems testing, development and training.

5.2.2 For the purposes set out in Article 5.2.1, you authorize us to retain and use such data and to transmit it and/or share it with:

- (a) our own offices,
- (b) our Authorized Agents,
- (c) our other companies and/or brands,
- (d) anyone to whom we transfer our rights and duties,
- (e) third party companies offering related services such as car rentals, hotels, home Baggage collection, government-required medical or infectious disease testing, limousines, travel insurance, governments and government agencies,
- (f) credit card and other payment card companies,
- (g) other airlines and other Carriers; or
- (h) third party providers we use for the above-mentioned purposes.

5.2.3 We may also retain your personal data for direct marketing, but we will obtain your prior permission for such us if required under applicable laws.

5.2.4 Sensitive personal data, for example data relating to your health or disabilities, religion, criminal record or otherwise may be processed by us. In addition, we may transfer your data to countries which may not afford the same level of data protection. You recognize

that, by providing us with sensitive personal data you give your explicit consent for us to process it and disclose it to third parties for the purposes mentioned in this paragraph 5.3 and also that we may transfer your personal data to other countries whether or not they afford the same level of data protection. We undertake to collect, process, store, save and transfer your data in compliance with relevant data protection legislation in force from time to time.

- 5.2.5 We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes. Some of our aircraft cabins may be equipped with video monitoring systems which will be used for safety and security purposes.
- 5.2.6 We may require the name and contact details of a third party whom we may contact in an emergency. It is your responsibility to ensure that the third-party consents to the disclosure of the information provided for that purpose.
- 5.2.7 We require your contact details in order to inform you of changes to the schedules or other urgent matters and therefore it is your responsibility to provide us the most reliable contact details. By providing your phone number you consent to our using it to contact you about your carriage. We strongly encourage you to be reachable by mobile phone and you accept that we have no liability if you cannot be reached accordingly. If you would like to know what personal data that we are holding about you and/or correct the personal data that we hold about you, contact our local office or our call center.
- 5.2.8 You agree to hold us and our Authorized Agents harmless for transmitting, retaining or acting upon inaccurate data provided by you.

5.3 SEATING AND AIRCRAFT TYPE

- 5.3.1 After you purchase the Ticket, you can reserve a particular seat on each Flight Segment by paying the prescribed fee. If you do not avail of this service you will be assigned a seat at random at time of check in free of charge by us. We will endeavor to honor advance seating requests, however:
 - (a) we cannot guarantee any particular seat;
 - (b) we reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for legitimate reasons including but not limited to operational, safety or security reasons, and in such situations, we will try to allocate a similar seat in a different row for you, and
 - (c) subject to the terms and conditions attached to advance seat purchases that are set out on our Website or Fare Rules, we will have no liability to you for any seat changes we make, other than refunding any seat selection fee you have paid if the seat is of less value than the one you originally purchased. On flights to and from the United States of America, if you are unwilling to be resealed in a seat of less value than the one you originally purchased, or if you are downgraded to travel in a different class of service, we will refund you the

difference between the fares or you can refuse to travel and receive a full refund in which case we will have no further liability to you.

- 5.3.2 Advance seat purchases will not conflict with any rights afforded to disabled Passengers or Passengers with reduced mobility, as set out under any applicable laws. We will endeavor that a parent or a guardian travelling with a child under 14 years of age will be seated together with the child in question subject to an additional charge.
- 5.3.3 You must be able to safely and comfortably fit within a single seat with the armrests in the down position and be able to buckle your seat belt with no more than one seatbelt extender. If you are unable to do this and we are unable to accommodate you otherwise, you must, subject to applicable law, purchase a second seat or upgrade (subject to availability) for your entire journey. In the event the flight is fully booked, or you fail to purchase a second seat or an upgrade, you will be refused travel. In such circumstances, you may purchase an extra seat on the next available flight. You will not be entitled to any additional compensation. Details of the size of seats on our fleet can be obtained from us.
- 5.3.4 We will endeavor to deploy the aircraft type specified in our timetable (or shown to you at issuance of your Ticket) for your carriage but cannot guarantee any particular aircraft type will be used or a particular seat layout will be available. We reserve the right to change the aircraft on which you will be carried, whether for operational, safety, security reasons or otherwise which may result in you to be seated in a different cabin or a different class of service which may be lower than which you had a confirmed reservation for. In such cases where you have been downgraded, Article 9.3.2 will apply.
- 5.3.5 We may temporarily supplement our fleet with aircraft operated for us by another airline or use aircraft leased from other Carriers, the internal configuration and facilities of which differ from those aircraft advertised by us or usually deployed for that service. In such circumstances, we or our Authorized Agent will try to:
 - (a) inform you of the identity of the operator of the aircraft; and
 - (b) ensure that you receive the same level of in-flight service as in our usual flights, but we cannot guarantee that this will always be possible.
 - (c) On flights to and from the United States of America, in the event of a code-share arrangement or long-term wet lease (lasting more than 60 days) we will always disclose the identify of the operator of the aircraft.

5.4 **RECONFIRMATION AND NO-SHOW CHARGES**

- 5.4.1 It is not necessary to reconfirm your reservations.
- 5.4.2 In the case of Code Share, you are responsible for checking any reconfirmation requirements of any other Carriers involved in your journey directly with them. Where it is required, you must reconfirm with the Carrier whose Airline Designator Code appears for the flight in question on the Ticket.

- 5.4.3 If you fail to show up for any flight, for which you have a confirmed reservation, at the time of the Check-In Deadline or having checked in, fail to present yourself at the boarding gate by the Boarding Time mentioned in your Boarding Pass; or fail to advise us in advance (before the departure of your flight) that you are unable to travel as Ticketed, you will forfeit your right to travel and you have no right for a refund unless otherwise set out in our Fare Rules. We furthermore reserve the right to cancel all your flight reservations and to re-allocate, at our discretion, any seat previously allocated to you. In doing so, we are under no obligation to refund the fare or fee paid in connection with any such reservation except as provided for in Article 10.
- 5.4.4 We will not be liable for any loss or expense arising from the application of the provisions of this Article 5.

ARTICLE 6. CHECK-IN AND BOARDING

- 6.1.1 You should arrive at the assigned check-in counter and the boarding gate sufficiently in advance of the flight departure to permit any governmental formalities and departure procedures and in no event later than the relevant Check-In Deadline and Boarding Time that is provided. Check-In Deadlines and Boarding Times are different at every airport and subject to change. You are required to inform yourself about these and honor them. We or our Authorized Agents will advise you of the Check-In Deadline for your first flight with us shown on your Ticket if it is different than the normal limit mentioned in Article 6.1.2 below. For any subsequent flights in your journey, you should inform yourself of the Check-In Deadlines as we and our Authorized Agent may not do so. Physical check-in may be subject to a services charge. Check-In Deadlines for our flights and charges can be found on our Website or may be obtained from us or our Authorized Agents.
- 6.1.2 At most airports, Check-in opens four hours before your scheduled departure time. The Check-In Deadline is 60 minutes prior to the scheduled time of departure of your flight if you are travelling in economy or premium class. Please refer to your Ticket, which may have specific different times. The Check-In Deadline for direct flights to the United States of America is two (2) hours before the scheduled time of departure and you are required to arrive at any US preclearance facility not less than 60 minutes prior to the scheduled time of departure of your flight.
- 6.1.3 For Tickets purchased online using a credit card, we may require you to present at check-in the credit card used for the purchase of the Ticket, or a photocopy thereof, if the Passenger is not the holder of the credit card.
- 6.1.4 Online check-in is available from 24 hours prior until up to one (1) hour before the scheduled time of departure of your flight, depending on your departure and arrival airport. In the event where you have checked-in online and you have Baggage to check-in, you must drop-off your Baggage at the check-in counter no later than 90 minutes prior to scheduled time of departure of your flight. If you are on a direct flight to the US,

you must drop off your Baggage at the check-in counter no later than 120 minutes prior to the scheduled time of departure of your flight. We may charge a fee for counter check-in where available and subject to our Fare Rules.

- 6.1.5 In the event you have checked-in online, you will be informed of the deadline for Baggage acceptance and the Boarding Time.
- 6.1.6 You must be present at the boarding gate not later than the Boarding Time written in your Boarding Pass.
- 6.1.7 We reserve the right to cancel your reservation if you do not comply with the Check-In Deadlines and Boarding Time. You will be refused carriage and your Checked Baggage will be offloaded if you fail to be present at the boarding gate by the Boarding Time. If this causes a delay of the flight due to you and your Baggage are being offloaded, we reserve the right to recover all costs we and our contractors have incurred as a consequence of your action. We reserve the right to deny further carriage to you and apply the value of the unutilized Flight Segments of your Ticket or any funds in our possession towards such costs.
- 6.1.8 We will not be liable to you for any loss or expense whatsoever incurred due to your failure to comply with the provisions of this Article 6.

ARTICLE 7. REFUSAL AND LIMITATION OF CARRIAGE

7.1 OUR RIGHT TO REFUSE CARRIAGE

- 7.1.1 In the reasonable exercise of our discretion, and in addition to our right to refuse to carry you under Article 7.1.2, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such banning notice carry you or your Baggage on any of our flights.
 - (a) the banning notice will specify the date when the ban comes into force and the period for which it applies. We may issue the ban for an indefinite period.
 - (b) the banning notice will also inform you not to buy a Ticket on our flights and not to ask or allow anyone to do so for you.
 - (c) If you attempt to travel on one of our flights during the period you are banned, we will refuse to carry you and your only recourse will be receipt of an involuntary fare refund. You will not be entitled to any other compensation.
- 7.1.2 We may refuse to sell (whether directly or through any Authorized Agent or third parties) Tickets to you and, even if you hold a valid Ticket and have a Boarding Pass for a flight, we may refuse to carry you or your Baggage or remove you from the aircraft if

required without notice if one or more of the following events has occurred or we reasonably believe may occur:

- (a) such action is necessary in order to comply with any applicable government laws, Regulations, orders, or policies;
- (b) the carriage of you and/or your Baggage may endanger or affect the safety, health or security of the aircraft, other Passengers or crew, or materially affect the comfort of other Passengers or crew or disturb or appear to disturb the orderly conduct of air transport;
- (c) your mental or physical state, including your impairment from alcohol or drugs, presents or appears to present a hazard or risk to yourself, to other Passengers, to crew, or the aircraft, or to property;
- (d) you refuse to comply with a medical-related directive, such as wearing a face mask or similar facial covering, to be submitted to a non-invasive thermal or temperature check, completion of a health declaration, or similar requirement;
- (e) your mental or physical state, including your impairment from alcohol or drugs, is likely to present a source of material annoyance or discomfort to other Passengers on board the aircraft if you were allowed to proceed to travel. In such a situation we may at our discretion, offer to carry you in a different class of service / cabin than in which you are booked. If you agree to travel in the class we have offered, we will not refund any fare difference. This paragraph does not apply to passengers with disabilities, with respect to flights to and from the United States of America;
- (f) you have refused to submit to a required security, medical, or similar check of yourself or your Baggage;
- (g) having submitted to a security check, you fail to provide satisfactory answers to security questions asked; or you fail a security profiling assessment or analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your Boarding Pass;
- (h) you have not paid in full the fare, taxes, fees, charges or surcharges applicable for your carriage;
- (i) you appear in our opinion, not to have valid or lawfully acquired travel documents; or not to meet the requisite visa requirements; or to have acquired your travel documents by fraudulent means; or to be seeking to enter a country, through which you may even be in transit for which you do not have valid travel documents or meet the entry requirements, or to have destroyed your travel documents during flight or between check-in and boarding or to be refusing to surrender your travel documents

against receipt to the flight crew, or to be refusing to allow us to copy your travel documents when so requested;

- (j) you present a Ticket that has been or appears to have been acquired unlawfully or by fraudulent means (for example, by using a stolen credit card or debit card, or by erroneous or fraudulent redemption of a flight reward under a Passenger loyalty program); has been purchased from an entity other than us or our Authorized Agent; or has been cancelled or suspended by the issuing Carrier or appears to be a counterfeit, forged or falsified;
- (k) you cannot prove that you are the person named in the Ticket;
- (l) you have failed to produce at check-in the credit card (or acceptable copy of the credit card) that was used to purchase your Ticket, or the alternate proof of authorization specified by us, where your Ticket has been purchased through a website or a call center;
- (m) you present a Ticket which has been issued or altered in any way, other than by us or our Authorized Agent;
- (n) you fail to observe, whether prior to boarding or on board the aircraft instructions with respect to safety or security, by any ground staff or crew member or obstruct or hinder the performance of their duties or if you damage, tamper or threaten to do so with the aircraft or any equipment we use;
- (o) you have previously committed one of the acts or omissions referred to above either with us or another airline, and we have reason to believe that you may do so again;
- (p) you commit or attempt to commit a criminal offence during check-in or during embarkation on your flight or disembarkation from a connecting flight or on board the aircraft before take-off or on board the aircraft on any connecting flight or while you are taking any service from us;
- (q) you use threatening, abusive, insulting, harassing or indecent words; or behave in a threatening, abusive or insulting manner to ground staff, members of the crew or fellow Passengers prior to or during boarding the aircraft or disembarkation from a connecting flight or while you are taking any service from us or on board the aircraft before take-off;
- (r) you have behaved in any such way prohibited relating to previous carriage by us or carriage by another airline and we believe that you may repeat such behavior, or you have previously been refused carriage by another airline for any reason relating to your behavior, or you have breached any of the duties imposed on you by Article 11.1 relating to previous carriage by us or carriage by another airline;

- (s) you fail or have failed in the past to observe our instructions relating to safety or security and comfort of other Passengers (for example, amongst other things, on seating requirements set out in Article 5.3.3; storage of Unchecked Baggage; Smoking; consumption of alcohol; use of drugs; use of electronic equipment, including mobile cellular phones, laptop computers, PDAs, wearable technology and smart watches, portable recorders, portable radio, CD, DVD and MP3 players, electronic games or transmitting devices) or cause chaos and disturbance on board the aircraft;
- (t) you have made, or attempted to make (or appear to have made), a bomb hoax, hijack threat or any other security threat;
- (u) we have been informed (orally or in writing) by immigration or other authorities of the country to which you are traveling to or through which you may intend to transit, or of a country in which you have any stop planned, that you will not be permitted entry to such country even if you have valid travel documents;
- (v) we have been informed (orally or in writing) by immigration or other authorities of the country of departure that you, or someone for whom you are responsible who is travelling with you, is not permitted by law, court order, or bail conditions to leave the jurisdiction of the place of departure of the aircraft;
- (w) you fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information You have given is false or misleading;
- (x) if you fail to meet the requirements of Article 5.4.3 regarding seating requirements;
- (y) if you fail to meet the requirements of Article 7.3 regarding medical fitness to fly;
- (z) if you fail to meet the requirements of Article 17 including but not limited to carriage in case of pregnancy and newborn children; carriage of unaccompanied minors; carriage of sick Passengers; restriction of use of electronic devices and items; onboard consumption of alcoholic beverages; or regarding carriage of firearms and dangerous goods;
- (aa) you are, or we reasonably suspect you are, in unlawful possession of drugs.

7.1.3 We have no duty to make any enquiries when determining whether we believe any event under Articles 7.1.2. might happen and we may, at our sole discretion, cancel the remaining unused portions of the Ticket, and you will not be entitled to complete your

travel or to get a refund either in respect of the Flight Segment, in respect of which you were refused carriage or in respect of any subsequent Flight Segment covered by the Ticket. We will not be liable for any consequential loss or Damage alleged due to any such refusal of carriage or your removal from the aircraft during any part of your carriage. We reserve the right to claim from you all reasonable costs and expenses of such removal in accordance with Article 11.2

7.1.4 In the event that you are refused carriage due to any of the reasons specified in Article 7.1.2, you are liable for all reasonable costs and expenses we and our contractors incur, including but not limited to costs and expenses:

- (a) to repair or replace property damaged, lost or destroyed by you;
- (b) due to the diversion or delaying of the aircraft for the purpose of removing you and/or your Baggage;
- (c) to compensate any other person who was affected by your actions;

and we may apply the value of the unutilized portion of your Ticket or any of your money in our possession towards such costs or expenses.

7.2 **SPECIAL ASSISTANCE**

7.2.1 We recommend that in respect of the carriage of unaccompanied children, persons with reduced mobility, pregnant women, persons with illness or requiring special assistance (for example a wheelchair), you arrange with us at the time of Ticketing any required special assistance (and at least 48 hours before the departure time of the flight), and comply with our applicable procedures described in Articles 7.4 and 17.

7.2.2 Unless provided otherwise in the applicable local laws, if your special assistance requirements change adversely subsequent to you receiving our agreement to carry you, you must advise us immediately of your change in circumstances and re-seek our further acceptance for carriage. Passengers who have advised us of any disability or special requirements they may have at the time of Ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements unless they have failed to comply with these Conditions of Carriage.

7.2.3 If you are flying to or from United States of America or certain other countries, application of local laws may stipulate that you do not need to comply with all, or part of the requirements set out in this Article 7.2 and you should ask us how the requirements differ.

7.3 **FITNESS TO FLY**

7.3.1 You must be medically fit prior to boarding the aircraft for carriage. You will find our Fitness to Fly guidelines on our Website.

7.3.2 We may require you to complete a health questionnaire or declaration as a condition of travel. You may also be required to submit to further questions or examination by qualified staff. If you refuse to complete such questionnaire or declaration, or you fail to

meet our medical criteria for travel, we may at our sole discretion deny you boarding. In such circumstances, you will be entitled to a credit that may be used for future travel. You will not be entitled to any refund or other compensation.

7.3.3 No medical examination is necessary unless you have any reason to suspect, or ought reasonably to know, that you have a condition which might be exacerbated by the normal operation of an aircraft or could cause you difficulty if you are unable to gain access before the end of your flight to professional medical assistance. Unless you are flying to or from the United States of America where you may be exempt from part or all of these requirements, if you:

- (a) suffer from any disease which is believed to be actively contagious and communicable;
- (b) have recently had a major medical incident;
- (c) suffer from unstable physical or psychological condition, which is likely to be a hazard or cause discomfort to other Passengers;
- (d) are travelling with a premature infant (we do not provide incubators);
- (e) require a stretcher;
- (f) have a medical condition which may be adversely affected by flying;
- (g) have a condition that is a potential hazard to the safety of other guests or punctuality of the flight, including the possibility of diversion;
- (h) require in-flight oxygen, or is using a portable oxygen concentrator (POC) or ventilator;
- (i) require battery-powered medical equipment (except for CPAP);
- (j) require a medical procedure such as an injection to be administered during the flight; or
- (k) require assistance to feed yourself or to use the toilet during flight or to move around or evacuate the aircraft cabin if required;

we will carry you provided you obtain prior clearance from our medical department which may require you to travel with a personal care assistant / safety assistant. Requests for such approval should be by a completed MEDIF form that you can download from our Website.

7.3.4 The duly completed MEDIF form should be provided to us not later than 72 hours before the flight, with an original certificate signed by a registered medical practitioner bearing a date no more than 14 Days before your flight which confirms your fitness to travel on all flights on which you are booked. If you have been advised that you are fit to fly provided that certain precautions are taken, it is your responsibility to ensure that you have taken such precautions.

- 7.3.5 If you are taken ill during the flight for any reason (except due to reasons attributable to us or our Authorized Agent), you will reimburse us all reasonable costs and expenses incurred by us and our contractors:
- (a) as a result of treatment on board the aircraft, transporting you on the ground, or treatment provided by third parties; and
 - (b) in diverting the aircraft to seek medical attention if you have failed to comply with provisions of these Conditions of Carriage; and we may apply the value of the unutilized portion of your Ticket or any of your money in our possession towards such costs or expenses.

7.4 CARRIAGE OF PREGNANT PASSENGERS, INFANTS AND CHILDREN

- 7.4.1 If you are pregnant and in or after your 28th week of pregnancy, we will carry you in our aircraft only if you produce to us a medical report or letter that:
- (a) is signed by an appropriately qualified doctor or midwife;
 - (b) states your due date;
 - (c) confirms that your pregnancy is uncomplicated; and
 - (d) advise us of the latest date up to which you are expected to be fit to travel.
- 7.4.2 You will require prior clearance from a medical facility acceptable to us for travel after the 35th week of pregnancy for flights exceeding 4 hours and, in any case, after the 36th week of pregnancy for any flight. If your pregnancy is complicated (such as twins or triplets), you will not be accepted for travel after the 32nd week of pregnancy. See our guidelines for expectant women on our Website.
- 7.4.3 Carriage of newborn infants is not permitted until at least 7 Days after birth, provided that it was birth without medical complications. For any complicated or premature birth, prior clearance from our medical department is required.
- 7.4.4 Children between 5 and 17 years of age may travel alone subject to our Unaccompanied Minor & Young Passenger Policy which is available on our Website.

ARTICLE 8. BAGGAGE

8.1 BAGGAGE ALLOWANCE

- 8.1.1 Your Baggage allowance depends on the Ticket you have purchased. Subject to applicable Regulations and limitations, you may carry the Baggage in accordance with the allowance specified on your Ticket. These are explained on our Website.

8.2 EXCESS BAGGAGE

- 8.2.1 You will be required to pay a charge for carriage of Baggage in excess of the allocated Baggage allowance. These rates are available from us or our Authorized Agents upon request. We reserve the right to refuse to carry Baggage in excess of your Baggage allowance. We will only carry your excess Baggage on the same flight as you if there is

suitable space available on the aircraft and you have paid the applicable extra charge for carriage of excess Baggage. The charges for excess Baggage are explained on our Website.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE, AND FRAGILE OR PERISHABLE ITEMS

8.3.1 You must not include in your Baggage (whether as Checked Baggage or Unchecked Baggage) items that are:

- (a) likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations and LAGS Regulations.
- (b) prohibited by the applicable laws, Regulations or orders of any state to be flown from or to;
- (c) reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe, or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request; or
- (d) restricted or forbidden from carrying by our Regulations.

8.3.2 A complete updated list of items that are prohibited, unacceptable, restricted and forbidden to be carried either as Checked Baggage or as Unchecked Baggage is available on our Website. Some items are restricted and can only be carried under conditions, meaning they need our prior approval. Information regarding obtaining our approval is also set out there. You must not include in your Checked and Unchecked Baggage any other item which we specify from time to time in our Regulations or notices.

8.3.3 Whether at your initiative or because we require it, if an item of Unchecked Baggage becomes Checked Baggage you must immediately remove all items which are prohibited from inclusion in Checked Baggage.

8.3.4 You should not include fragile or perishable items in your Checked Baggage.

8.3.5 If any of the above items is included in your Baggage, or is carried in a manner contrary to these conditions or to what has been recommended and if any loss or Damage to your Baggage or any other property is established, we shall consider that it was caused by your contributory negligence. We reserve the right to recover from you any and all direct costs we and our contractors incur in consequence of any such loss or damage caused. However, for flight itineraries covered by the Montreal Convention, those items will be subject to the liability limits set forth in the Montreal Convention.

8.4 **RIGHT TO REFUSE BAGGAGE**

- 8.4.1 We will refuse to carry as Baggage any item described in Article 8.3 unless in the manner permitted, and we may refuse further carriage of any such items upon discovery, regardless of whether and when we are told, or discover, the presence of such items.
- 8.4.2 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.5 **RIGHT OF SEARCH**

- 8.5.1 For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched, scanned or x-rayed in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 8.3. If you are unwilling to comply with such request, we may refuse to carry you and your Baggage. In the event a search or scan or x-ray of you or your Baggage, you will be deemed to have accepted all and any actual or potential consequences typically resulting therefrom including any cost connected therewith.
- 8.5.2 You must allow security checks of your Baggage by government officials, airport officials, police or military officials and other Carriers involved in your carriage. We will not be responsible for, or have any liability to you in respect of, items removed from your custody or from your Baggage, and/or retained, by airport security personnel, customs personnel or by other governmental personnel.
- 8.5.3 It is your responsibility to make yourself aware of and comply with any requirement of security authorities in other countries that require Checked Baggage to be secured in such a manner that it can be opened without the possibility of causing Damage in the absence of the Passenger.

8.6 **CHECKED BAGGAGE**

- 8.6.1 Upon delivery of your Baggage to us which you wish to check in, we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage. The maximum dimensions and/or weight for Checked Baggage we will accept are specified and is available on our Website.
- 8.6.2 Checked Baggage must have your name or other personal identification (including a contact telephone number) affixed to it.
- 8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on an alternative flight, we will deliver it to you at the address you have provided to us, unless:
 - (a) applicable law at the place of collection requires you to be present for customs clearance, or

- (b) the reason for carriage of the Checked Baggage on an alternative aircraft related to the size, weight or character of the Checked Baggage or
 - (c) you have failed to comply with these Conditions of Carriage,
- in which case you will be required to collect it from the airport of arrival at your own cost and expense.

8.6.4 Other than when we decide that your Checked Baggage will not be carried on the same aircraft as you, we will not carry your Checked Baggage if:

- (a) you fail to comply with the Boarding Time or to board the aircraft on which it is loaded; or
- (b) having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.

8.6.5 You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigors of carriage by air without sustaining Damage (except for fair wear and tear).

8.7 **UNCHECKED BAGGAGE**

8.7.1 Your Unchecked Baggage entitlement depends on the product and fare bundle you purchase and is subject to our Fare Rules. Unchecked Baggage in excess of your entitlement will be charged in accordance with our Fare Rules. We may specify maximum dimensions and/or weight for Unchecked Baggage which must be able to fit:

- (a) under the seat in front of you; or
- (b) in an enclosed storage compartment in the cabin of the aircraft.

If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage, subject to Articles 8.2 and 8.3.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 8.7.1, will only be accepted for carriage as limited release by us in the cabin of the aircraft if:

- (a) you have given us notice sufficiently in advance of check-in; and
- (b) permission has been granted by us; and
- (c) you have paid any applicable separate charge for this service.

8.7.3 Alternately if the item is a highly valuable item, a musical instrument or diplomatic bag which you wish to carry as Unchecked Baggage, which does not meet the requirements in Article 8.7.1, it will only be accepted for carriage in the cabin, provided:

- (a) you have given us sufficient notice in advance of check-in, and we have granted permission; and

- (b) you purchase one or more additional seats (subject to availability) in the same class of travel as you for the purpose of storing such permitted item next to you during the flight.

8.7.4 You must be able to lift you Unchecked Baggage onto the overhead compartments yourself.

8.8 **COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect your Checked Baggage promptly upon its availability at your destination, we may charge you a storage fee that we will determine. Should your Checked Baggage not be collected within three (3) months of the time it is made available, we may dispose of it and retain for our benefit any proceeds of the disposal without notice or any liability to you.

8.8.2 Only the bearer of the Baggage Identification Tag is entitled to delivery of the Checked Baggage. We accept no responsibility for checking the identity or authority of the bearer of the Baggage Identification Tag or for checking that such person has any right to collection.

8.8.3 If a person claiming Checked Baggage is unable to identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our reasonable satisfaction his or her right to such Baggage.

8.8.4 We do not provide check through services for any onwards transportation you may have booked independently with other carriers.

8.9 **ANIMALS**

8.9.1 Unless prior written permission has been obtained from us for the carriage according to the following requirements, we reserve the right to refuse to carry any animal. In case we do not exercise our right to refuse to carry an animal, the carriage of such animal will be subject to the following conditions:

- (a) you obtain and submit to us the necessary exit, entry, health and any other permission required with respect to the animal's exit, entry into or passage through any country, state or territory during the carriage from the competent authorities of the country of export and the country of import;
- (b) you assume full responsibility for such animal, and we are not responsible or liable to you for any injury, loss, delay, sickness, suffering or death sustained by the animal which we have agreed to carry; you will indemnify us for any cost or damage caused by such animal;
- (c) you ensure that the animal is properly crated with necessary supplies of food and water (or carried in a container complying with any applicable legal requirements) for carriage in the cargo hold of the aircraft; and is accompanied by valid health and vaccination certificates, entry permits, transit and exit

permits and other documents required by countries of entry or transit, failing which they will not be accepted for carriage;

- (d) we are not responsible or liable to you for any such animal being refused exit, entry or transit through any country, state or territory and you as the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result;
- (e) you will be solely responsible for making the necessary arrangements for any animal you attempt to carry on the aircraft and for which carriage has been refused;
- (f) we are not responsible or liable to you for your inability to travel because of the refusal of carriage to any animal you attempt you carry on the aircraft;
- (g) such carriage may be subject to additional conditions specified by us, which will be notified to you in advance of carriage.

8.9.2 If accepted as Baggage, the animal, together with its container and food, will not be included in your free Baggage allowance and shall constitute excess Baggage, for which you will be obliged to pay the applicable rate prior to your animal being accepted for carriage.

8.9.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge as Checked Baggage in addition to the normal Baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 If you are flying to or from the United States of America, application of local laws may stipulate that you do not need to comply with all, or part of the requirements set out in this Article 8.9 and you should inform yourself how the requirements may differ.

ARTICLE 9. SCHEDULES AND FLIGHT DISRUPTION

9.1 SCHEDULES

9.1.1 The flight times shown in timetables or in your Ticket may change between the date of publication (or issue) and the date you actually travel.

9.1.2 Before we accept your booking, we or our Authorized Agent will notify you of the scheduled flight timings in effect as of that time, and it will be shown on your Ticket. We may need to change the scheduled flight timings subsequent to issuance of your Ticket. If you provide us with your contact information, we or our Authorized Agent will endeavor to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight timings, which is not acceptable to you, you should contact us promptly and not more than 14 Days after such notification to book an alternate flight or in the case of flights to and from the United States of America, to request a refund, failing which the change in question will be irrevocably deemed to

have been accepted by you. If we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

9.2 **CANCELLATION, REROUTING, DELAYS, ETC.**

9.2.1 We will take all reasonable and necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative Carrier and/or aircraft without however being obliged to make such arrangement.

9.2.2 Subject to Article 9.2.4, if we:

- (a) cancel a flight due to be operated by us; or
- (b) fail to operate a flight reasonably according to the schedule or fail to stop at your destination; or
- (c) cause you to miss a connecting flight operated by us on which you hold a confirmed reservation,

We will, with due consideration to your reasonable interests, either:

- (i) carry you and your Baggage at the earliest opportunity on another of our scheduled services on which space is available in the class of service in which you were originally booked without additional charge and, where necessary, extend the validity of your Ticket; or
- (ii) within a reasonable period of time, re-route you and your Baggage to the destination shown on your Ticket (or to an alternate destination requested by you and agreed to at our discretion) by our own services or another airline selected by us without additional charge.; or
- (iii) provide a refund subject to the provisions of Articles 3.1.11 and 10.2.

9.2.3 Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention or other applicable laws, rules or Regulations, the options outlined in Article 9.2.2 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4 In case of a delay or flight cancellation, we will communicate to you the reason for such delay or cancellation and your rights as required by local Regulations.

9.3 **DENIED BOARDING AND DOWNGRADING**

9.3.1 Subject to 9.3.4, if we are unable to provide previously confirmed space on a flight operated by us for which you have a valid Ticket and have met all applicable Check-In Deadlines and Boarding Time and are not precluded from boarding by reason of application of these Conditions of Carriage or for other reasons, we will:

- (a) carry you on one of our later flights in your Ticketed class of service or in a different class of service; and

- (b) provide compensation in accordance with applicable law and our denied boarding compensation policy which is available on our Website.

Apart from this, we will have no liability to you for any additional loss or expense, subject to Article 9.3.4.

9.3.2 In some rare situations, we might not be able to provide you a seat in the class of service mentioned in your Ticket. In such situations, if you are downgraded to travel in a class of travel lower than mentioned in your Ticket, subject to Article 9.3.4:

- (a) we will refund you the difference between the applicable fare, taxes, fees, charges and surcharges paid for your Ticketed class of service and the class of service in which you are carried; and
- (b) provide compensation in accordance with applicable law and our denied boarding compensation policy.

Alternatively, you may choose to receive an involuntary refund in accordance with Article 10.2. Apart from this, we will have no liability to you for any loss or expense whatsoever.

9.3.3 When we have reasonable grounds to believe that some Passengers will have to be denied carriage due to overbooking or other operational reasons, we will actively ask Passengers if they are willing to give up their seat in exchange for voluntary compensation in the form of travel credits, prior to involuntarily denying boarding. If it becomes necessary to deny boarding, we will endeavor to protect the travel of unaccompanied minors, Passengers with disabilities and their support persons, families and a Passenger who has been previously denied boarding on the same Ticket.

9.3.4 Where you are denied boarding from or downgraded on a flight operated by us from an airport in certain jurisdictions, or purchased a Ticket in certain jurisdictions, in circumstances where you:

- (a) hold a confirmed reservation;
- (b) have met the applicable Check-In Deadline and are not precluded from boarding by reason of application of these Conditions of Carriage or for other reasonable grounds; and
- (c) are not traveling free of charge or on a reduced fare not generally available to the public,

you may be entitled to certain additional rights and benefits. we will provide this information in the manner prescribed by applicable Regulations.

ARTICLE 10. REFUNDS

10.1 GENERAL

10.1.1 Subject to applicable local Regulations, we will refund a Ticket or any unused portion, in accordance with the applicable Fare Rules, Tariffs, or ancillary product conditions as follows:

- (a) subject to other provisions of this Article, we shall make the refund in the original form of payment either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of proof of such payment;
- (b) if a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order; and
- (c) the request for the refund should be made during the validity of the Ticket (Article 3.2.1).

10.1.2 Provided that the Fare Rules applicable to your Ticket allow it, if before beginning your travel and using any part of your Ticket, you are prevented from traveling due to Force Majeure, provided that you promptly give advance notice to us and furnish adequate evidence of such Force Majeure, we will refund the Ticket as per Article 10.3.

10.1.3 In the event of the death of a Passenger before commencing travel and using any part of the Ticket, we will provide a full refund of the Ticket of said Passenger according to Article 10.2.1 to the person who paid for the Ticket or any member of the Immediate Family who initially intended to travel with the so deceased Passenger and who no longer wishes to travel, provided we are given a copy of the death certificate or alternate evidence satisfactory to us.

10.1.4 In the event of the death of a Passenger after commencement of the travel, we will provide a refund of the unused portions of the Ticket of the deceased Passenger calculated according to Article 10.2.1.

10.1.5 A request for a refund of your Ticket should be made to the entity who issued you the Ticket. For Tickets purchased from our Website, you may make a refund request online on our Website (in which case it will be free of charge) or through by other means as set out on our Website (in which case an administrative charge may apply). Once an online request has been made, and if you are eligible for a refund, we will provide a prompt refund in accordance with applicable law.

10.2 INVOLUNTARY REFUNDS

10.2.1 If we:

- (a) cancel a flight; or

- (b) fail to carry you on a flight for which you have a confirmed reservation and have met the Check-In Deadline and applicable Boarding Time and you have not been refused carriage for reasons permitted by these Conditions of Carriage; or
- (c) fail to stop at your destination; or

subject to Article 3.1.11 and unless otherwise specified, the amount of the refund shall be as follows:

- (i) if no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid); or
- (ii) if a portion of the Ticket has been used, not less than the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the applicable fare calculated by us on the basis of mileage already flown (including taxes, fees, charges and exceptional circumstances surcharges paid) for travel between the points for which the Ticket has been used.

10.3 **VOLUNTARY REFUNDS**

10.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in Article 10.2, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid), less any prescribed Administrative Fees and cancellation fees; or
- (b) if a portion of the Ticket has been used, an amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the applicable fare calculated by us (including taxes, fees, charges and exceptional circumstances surcharges paid) for travel between the points for which the Ticket has been used, less than any prescribed cancellation fees.

10.4 **RIGHT TO REFUSE REFUND**

10.4.1 We may refuse a refund where your application for a refund is made after the expiry of the validity of the Ticket (Article 3.2.1) or if it is not made by or on behalf the person who is named in the Ticket or paid for it.

10.4.2 We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

10.4.3 We will not give a refund on a Ticket for any flight on which you have been refused carriage or from which you have been disembarked due to your conduct on board the aircraft or due to your failure to meet the provisions of these Conditions of Carriage.

10.5 CURRENCY

10.5.1 We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket. Refunds due on Tickets paid for with a credit card will be credited to the credit card account used for the original purchase. The refundable amount to be credited to the credit card account can vary from the originally debited amount due to differences in currency conversion rates and such variations do not entitle you to any claim against us.

10.6 NO OTHER RIGHTS

10.6.1 Unless we expressly state otherwise in these Conditions of Carriage and subject to or applicable laws, the rights to a refund set out in this Article 10 represent your only rights against us if your carriage does not take place for any reason whatsoever and we will have no other liability to you for any loss or expense whatsoever.

ARTICLE 11. CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

11.1.1 You must not at any time, conduct yourself on board the aircraft or prior to boarding, in any manner that is likely to:

- (a) contravene the laws of any State which has jurisdiction over the aircraft; or
- (b) endanger or threaten (whether by hoax threats or otherwise) the aircraft or any person or property on board; or
- (c) obstruct, hinder or interfere with the crew in the performance of their duties; or
- (d) delay the departure or arrival of a flight or cause diversion of the aircraft; or
- (e) disobey or contravene any instructions or direction of the pilot-in-command, crew or the airline (whether oral or by notice), including but not limited to those with respect to Smoking, alcohol or drug consumption, security and safety or use of electronic equipment; or
- (f) behave in a manner which causes or is likely to cause discomfort, distress, inconvenience, damage or injury to other Passengers, the crew or property; or
- (g) contravene our requirement not to bring hot food or drinks or alcoholic beverages for consumption on board.

If you conduct yourself in any of these ways, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You

may be removed from the aircraft and refused onward carriage at any point with no liability to us and prosecuted for offences committed including those committed on board the aircraft. We will not refund any unused portion of your Ticket.

11.2 PAYMENT OF DIVERSION & OTHER COSTS

11.2.1 If, as a result of conduct by you of the sort mentioned in Article 11.1 we decide to delay the departure of the flight or to divert the aircraft for the purpose of offloading you and/or your Baggage, you must reimburse us for all costs and expenses we and our contractors incur in relation to:

- (a) the aircraft diversion;
- (b) delaying the aircraft for the purpose of removing you and/or your Baggage; and
- (c) the repair or replacement of any property lost, damaged or destroyed by you and compensation and damages paid to any Passenger or crew member affected by your actions.

11.2.2 If, after Check-in, without valid reason acceptable to us, you decide not to travel on a flight for which you hold a valid Boarding Pass and thereby causing the aircraft to be delayed whilst you and/or your Baggage is/are removed from the aircraft, we reserve the right to recover from you any and all direct costs we and our contractors incur in consequence of any such delay.

11.2.3 For the costs incurred by us referred to in Articles 11.2.1 and 11.2.2, we may apply the value of the unutilized portion of your Ticket or any of your money in our possession towards such costs.

11.3 ELECTRONIC DEVICES

11.3.1 For safety reasons, we may forbid or limit operation on board the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, wearable technology, smart watches, portable recorders, portable radios, CD players, e-cigarettes, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids, CPAPs, POCs and heart pacemakers is permitted.

ARTICLE 12. ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1.1 If we:

- (a) assist you in making arrangements with any third party to provide any services (for example by referring you to their website), or
- (b) issue a ticket or voucher relating to transport or services (other than for carriage by air on us) provided by a third party such as surface transportation, hotel reservations, travel insurance, car rental or meet and assist services,

the terms and conditions of the third-party service provider will apply to the purchase and provision of these services, without any liability on us. We also do not make any guarantees about the availability of services such as lounge facilities, exclusive check-in facilities, priority boarding, fast track services, and transport services at airports.

- 12.1.2 We will have no liability to you for any surface transportation or other services we arrange for you under Article 12.1.
- 12.1.3 We do not make any guarantees about the availability of in-flight entertainment, advertised duty free products, and other services, including choice of meal option or the availability of special meals or their exact conformity with their description. We do not accept requests for nut free meals or guarantee that the aircraft cabin will be a nut free or otherwise allergen free environment.

ARTICLE 13. ADMINISTRATIVE FORMALITIES

13.1 GENERAL

- 13.1.1 You are responsible for obtaining and holding all required travel documents and visas and for complying with all applicable laws, Regulations, orders, demands, health and travel requirements of all countries to be flown from, into or through which you transit. You should contact the embassy, consulate or other relevant body concerned of all countries relevant to your flight to ensure that you have all the required documentation and approvals. We suggest you check these requirements from a reputed source such as the service provided by IATA on its website.
- 13.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, Regulations, orders, demands, requirements, rules or instructions. You will reimburse us for any cost and fines related to such failure.

13.2 TRAVEL DOCUMENTS

- 13.2.1 Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof.
- 13.2.2 If requested, you must present to us any of these documents at any time during your carriage. We reserve the right to refuse carriage of you and your Baggage if you do not comply with these requirements.
- 13.2.3 We will not be liable to you for the return of any of your travel documents, identification documents or Tickets confiscated by any other Carrier or any governmental or other authority.
- 13.2.4 We will not accept you or your Baggage for carriage if your visa or travel documents do not appear to be in order or appear to be damaged, altered or mutilated or if you have not complied with other requirements of this Article 13.2. We have the right to refuse

carriage in this way even if you have started or completed part of your carriage before it becomes clear to us that you have not complied with this Article 13.2.

- 13.2.5 If you fail to meet these requirements and are denied boarding, we will have no liability to you, and you are not entitled to any form of compensation or refund and you will reimburse us for any cost and fines related to such failure.

13.3 PASSENGER RESPONSIBILITY FOR FINES AND/OR DETENTION COSTS

- 13.3.1 If you are denied entry into any country (including a country through which you are transiting on the way to your final destination), you must pay:

- (a) any fine, penalty or charge assessed against you and on us by the Government concerned;
- (b) any detention or quarantine costs we are charged;
- (c) the cost of repatriating you, together with a security escort (if required) to the country from which you commenced travel or to your home country or any other suitable place at our discretion; and
- (d) any other expenditure because of your failure to comply with laws, Regulations, orders, demands or other travel requirements of the countries you have traveled to.

- 13.3.2 The fare collected for carriage up to the point of refusal or denied entry will not be refunded by us. We may apply the value of the unutilized portion of your Ticket or any of your money in our possession towards recovering amounts due to us.

13.4 CUSTOMS INSPECTION

- 13.4.1 If required, you shall attend any inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.5 SECURITY AND HEALTH INSPECTION

- 13.5.1 You shall submit to any security, health, and similar checks, inspections, searches and scans by Governments, airport officials, Carrier's handling agents, police or military officials or by us. We are not liable to you for any loss or damage suffered by you due to such inspection or through your failure to comply with this requirement.

ARTICLE 14. INTENTIONALLY LEFT BLANK

ARTICLE 15. LIABILITY FOR DAMAGE

15.1 DEATH OF OR INJURY TO PASSENGERS

- 15.1.1 Where the Montreal Convention applies, we shall not be liable for Damages to the extent they exceed 128,821 SDRs (or the equivalent in local currency) if we prove that

such Damage was not due to negligence or other wrongful act or omission by us or our servants or agents, or was solely due to the negligence or other wrongful act or omission of a third party.

15.1.2 Notwithstanding the provisions of Article 15.1.1 and 15.1.2 and in any event, if we prove that the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger (or the person claiming compensation), we may be exonerated wholly or partly from our liability in accordance with applicable law.

15.1.3 Where required by law, we agree to make advance payments to you or your heirs subject to the following terms and conditions:

- (a) the person receiving payment is a natural person (that is to say a physical person in the ordinary sense of the word as opposed to legal persons such as corporations);
- (b) you are, or the person receiving payment is, entitled to compensation under applicable laws;
- (c) payments will be made only in respect of immediate economic needs;
- (d) payment will be made without delay after satisfactory proof has been presented to us confirming the identity of the person entitled to compensation under applicable law, including the provision of official documents such as passports, birth certificates and marriage certificates;
- (e) no person will be entitled to receive a payment if that person or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates by his or her negligence, including sustaining injury or death caused by their own illness, disease or affliction;
- (f) the recipient of any payment will be obliged to return all payments to us upon our reasonable belief that the recipient was not entitled to receive the advance payment in accordance with Article 15.1.4 or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;
- (g) payments will be off set against any subsequent sums payable in respect of our liability under applicable laws;
- (h) except for payment of the minimum sum specified in Article 15.1.4 in respect of death, a payment made under this Article 15.1.4 will not exceed the maximum Damages for which we may be liable to pay the recipient under the applicable law;
- (i) the making of a payment will not constitute recognition or admission of liability by us;

- (j) no payment will be made unless the person receiving payment gives us a signed receipt which also acknowledges the applicability of Articles 15.1.4 and signs appropriate release and indemnity documents prescribed by us; and
 - (k) unless in conflict with any applicable law, and subject to payment of the minimum sum specified in Article 15.1.4 in the case of death, our decision in relation to the payment amount will be final and binding.
- 15.1.4 We are not responsible for any illness, injury or disability, including death, attributable to your physical or general health condition or for the aggravation of such condition.
- 15.1.5 A number of medical studies indicate that there may be an association between prolonged immobility when traveling and the formation of blood clots in the legs (DVT). Although this is not a frequent occurrence, there are certain inherited and lifestyle factors which may increase the chance of this happening. If you have any concern about this issue you should consult your doctor before traveling.
- 15.1.6 With respect to flights covered by the Warsaw Convention that include a point in the United States of America, we shall avail ourselves of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, we agree that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place:
- (a) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
 - (b) We shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol. Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.
- 15.2 **LOSS OR DAMAGE TO BAGGAGE**
- 15.2.1 We will not be liable for Damage to Unchecked Baggage unless we caused the Damage by our negligence and such negligence is proven by the Passenger or the person claiming compensation.

- 15.2.2 We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigors of transportation by air.
- 15.2.3 We are not liable, unless otherwise provided for by applicable law or the Convention, for Damage to or caused by any item included in your Baggage which you are prohibited from including in your Baggage by Article 8.3. If, despite being prohibited, any items referred to in Articles 8.3 are included in your Baggage or is carried in a manner contrary to what has been recommended and if any loss or Damage to your Baggage is established, we shall consider that it was caused by your contributory negligence.
- 15.2.4 Unless you prove that the Damage resulted from our act or omission either done with the intention of causing Damage or recklessly and with knowledge that Damage would probably result, our liability for Damage to Baggage is limited to provable direct losses and limited to the following maximum amounts:
- (a) the maximum amount of 332 SDRs (or the equivalent in local currency) per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to your carriage;
 - (b) the maximum amount of 17 SDRs (or the equivalent in local currency) per kilogram, or any higher sum agreed by us pursuant to Article 15.2.5, applies to Damage to Checked Baggage where the Warsaw Convention applies to your carriage; where the Montreal Convention applies to your carriage, our liability for Damage to Checked Baggage is a maximum amount (subject to proof) of 1,288 SDRs (or equivalent in local currency) per Passenger, or any higher sum agreed by us pursuant to Article 15.2.5 and in the case of Unchecked Baggage including personal items, we are liable only if such Damage resulted from our fault or that of our agent.
 - (c) the maximum limit of liability for Damage to both Unchecked and Checked Baggage laid down by either local law or any other applicable Convention applies to your Baggage where local law or any other Convention applies to your carriage instead of the Warsaw Convention or the Montreal Convention;
 - (d) the maximum limit of liability for Damage to both Unchecked and Checked Baggage specified in Articles 15.2.4 (a) and 15.2.4 (b) apply to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention nor any other Convention applies to your carriage and no limit of our liability is laid down by applicable local law.
- 15.2.5 Unless such sum is greater than the actual value, we will increase our liability to you for Damage to Checked Baggage to an amount specified by you and agreed by us at the time you hand your Checked Baggage to us at check-in, but only if you pay to us an additional charge prescribed by us. This is known as a “special declaration of value”. We will refuse to accept a special declaration of value when a Flight Segment is to be operated by

another Carrier. Please refer to our Website for additional details and charges for this option.

- 15.2.6 If the weight of your Checked Baggage is not recorded on the Baggage Identification Tag, we will presume that it is not more than the permitted Baggage allowance for the class of service and type of Ticket for which you were booked.
- 15.2.7 Where carriage of your Baggage is performed by successive airlines and either the Warsaw Convention or the Montreal Convention applies to that carriage, the successive carrier provisions of the Conventions do not apply to Norse's service..

15.3 **DELAY IN THE CARRIAGE OF PASSENGERS OR BAGGAGE**

- 15.3.1 Our liability for Damage caused by delay in your or your baggage's carriage by air is limited by the Warsaw Convention and the Montreal Convention. In the case of delay in the carriage of persons where the Montreal Convention applies, our liability per Passenger is limited to proven Damages up to a maximum of 5,346 SDRs (or the equivalent in local currency). In the case of delay in the carriage of Baggage where the Montreal Convention applies, our liability per Passenger is limited to proven Damages up to a maximum of 1,288 SDRs (or the equivalent in local currency). We are not liable for such Damages if we have taken all measures that could reasonably be required to be taken to avoid such Damage or if it was impossible to take such measures. Where neither of those Conventions applies, we will have no liability to you for delay, except as provided in these Conditions of Carriage.

15.4 **PROCESSING OF BAGGAGE CLAIMS**

- 15.4.1 All claims for compensation for Damage to Baggage must be accompanied by an itemized list identifying each affected item by description, manufacturer and age, together with satisfactory proof of purchase or ownership for all such items.
- 15.4.2 In the case of a compensation claim concerning physical Damage to Baggage, you must retain and, allows us to examine the affected Baggage so that we may assess the nature, extent and reparability of that Damage.
- 15.4.3 If you wish to claim the cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us and we must agree in writing before you incur such cost, failing which we may not include the cost in any compensation payable. Proof of purchase of all replacement items must accompany your claim.
- 15.4.4 For all claims for compensation concerning Baggage, you must provide us with any information we may reasonably request to assess the eligibility of your claim for compensation and the amount of any compensation payable. This may include requests to provide a copy of the Baggage tags, Boarding Pass, passport, inventory of the contents and receipts to ascertain the value of the goods claimed.

- 15.4.5 If requested by us, you must sign a statement of truth regarding the facts of your claim for Damage to Baggage and an appropriate release and indemnity document before we pay any compensation to you. In the event you appoint someone else to act on your behalf in respect of your claim, you need to provide us with satisfactory evidence to show that you have fully empowered such person to act on your behalf.
- 15.4.6 Failure by you to fully comply with the relevant requirements of Article 15.4 may adversely affect the availability and the amount of any compensation to which you may be entitled.

15.5 **GENERAL**

- 15.5.1 If we issue a Ticket or if we check Baggage for carriage on another Carrier, we do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last Carrier.
- 15.5.2 We are not liable for any damage arising from our compliance with or your failure to comply with applicable laws or Government rules and Regulations.
- 15.5.3 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable law, we shall be liable to you only for recoverable compensatory Damages for proven losses.
- 15.5.4 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorized Agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such Authorized Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.
- 15.5.5 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defense available to us under the Convention or applicable laws unless otherwise expressly stated. In case of code share operations, if the whole or part of your carriage is performed by another Carrier, such Carrier will be liable for the actual carriage it performs whereas we as the contractual Carrier will be liable for the whole of the carriage contemplated in the contract between us.
- 15.5.6 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defense available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.
- 15.5.7 We reserve the right to amend these Conditions of Carriage from time to time and such amended Conditions of Carriage shall be effective and valid from the date of amendment.

ARTICLE 16. TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 NOTICE OF CLAIMS

- 16.1.1 Acceptance of Baggage without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.
- 16.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us in writing forthwith after you discover the Damage, provided in any case:
- (a) for physical Damage, by no later than seven (7) Days of receipt of the Checked Baggage after you discover the Damage;
 - (b) for lost Checked Baggage, by no later than seven (7) Days of the date the Checked Baggage has been declared lost; and
 - (c) for delayed Checked Baggage, by no later than twenty-one (21) Days from the date the Checked Baggage has been placed at your disposal.
- 16.1.3 A claim for delayed Baggage can be made online on our Website.

16.2 LIMITATION OF ACTIONS

- 16.2.1 Any right to Damages shall be extinguished if an action is not brought within two (2) years of the date:
- (a) of your arrival at destination, or
 - (b) the date on which the aircraft was scheduled to arrive, or
 - (c) the date on which the carriage stopped.
- 16.2.2 The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.
- 16.2.3 Subject to applicable law, you agree that any lawsuit you bring against us, or any of our affiliated entities, agents, directors, employees, and/or officers related to these Conditions of Carriage, your ticket, and/or your use of or dealings with our Website will be brought only in your individual capacity, and may not be brought in or asserted as part of a class action proceeding or similar representative action.

ARTICLE 17. OTHER CONDITIONS

- 17.1.1 Carriage of you and your Baggage is also provided in accordance with certain other Regulations and conditions applying to or adopted by us. These Regulations and conditions as varied from time to time are important. They may concern among other things:
- (a) Onboard consumption of alcoholic beverages and Smoking:

- (i) except what has been served to you by us, you are not permitted to consume alcohol onboard (whether purchased as duty free from us or someone else or otherwise obtained);
 - (ii) we will at our discretion, at any time may limit or refuse to serve alcohol to you.
 - (iii) Smoking is not permitted on any part of the aircraft, including the toilets.
- (b) Carriage of firearms and dangerous goods:
- (i) if you wish to carry firearms, ammunition and explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) as Checked Baggage it is your responsibility to inform yourself of, and ensure that you have obtained, all required clearances from the Government authorities of the countries of departure and the country of destination before commencing your carriage;
 - (ii) firearms, ammunition and explosives including items containing explosives (for example, Christmas crackers, fireworks or firecrackers) will not be accepted as Checked Baggage, unless approved by us no less than 3 Days before your flight. If accepted for carriage, firearms must be unloaded with safety catch on, and suitably packed and accompanied by all documents legally required by the countries of departure, destination;
 - (iii) your firearms, ammunitions and explosives will never be carried in the cabin or cockpit of the aircraft;
 - (iv) weapons such as, for example, antique firearms, swords, knives, toy or replica guns, bow and arrows and similar items may be accepted as Checked Baggage only at our discretion, subject to prior approval by us, but will not be permitted in the cabin or cockpit of the aircraft;
 - (v) we will have no liability or responsibility where any item accepted under Articles above is removed from your Checked Baggage and/or retained or destroyed by security personnel, government officials, airport officials, police or military officials or other airlines involved in your carriage.
- (c) Tarmac Delays:
- (d) In the event of a tarmac delay at an airport in the United States of America, we will abide by U.S. Department of Transportation regulations. unaccompanied children;
- (e) passengers with a disability;

- (f) pregnant women and sick Passengers;
- (g) restrictions on using electronic devices on board the aircraft;
- (h) limits on the measurements, size and weight of Baggage;
- (i) passengers having allergies:
 - (i) we do not accept any responsibility for any allergic reaction you may have while onboard or subsequent to your flight;
 - (ii) we do not guarantee a nut free or allergen free environment nor provide nut free meals onboard;
 - (iii) nuts or other allergens may be served in the cabin or used as an ingredient in preparation of food;
 - (iv) we do not restrict other Passengers from bringing items on board that may contain nuts;
 - (v) it is therefore possible that traces of nuts, peanuts and their derivatives could be in the cabin environment or the aircraft air conditioning;
 - (vi) it is recommended that if you have a severe allergy to nuts, peanuts or derivatives you bring your own food, which the cabin crew can warm for you; and
 - (vii) you are permitted to carry in your Unchecked Baggage, syringes, Epinephrine or auto injectors provided you comply with all applicable safety, security and hazardous material rules. This may require you to produce certification that you are required to carry such items with access during flight.

ARTICLE 18. INTERPRETATION

- 18.1 The title of each Article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.
- 18.2 The authentic text of these Conditions of Carriage is the English language; translations into any other language or languages are provided only for convenience of reference. If there is any inconsistency between the English text and non-English text, the English text will apply unless applicable local law requires otherwise.
- 18.3 We will use reasonable efforts to make correct decisions about the interpretation of available laws, Regulations, orders or governmental policy for the purposes of our right to refuse carriage and your conduct onboard the aircraft.
- 18.4 Sometimes such decisions may have to be made in circumstances where limited time is available, and no proper opportunity exists to carry out any or sufficient enquiries. As a result, any such decision made by us will be final and binding on you even if subsequently

proved to be incorrect, provided that at the time we made our decision we had reasonable grounds for believing it was correct.

- 18.5 Where we expressly state in these conditions of carriage that you must comply with applicable law or applicable governmental, ICAO or IATA requirements, you must make sure that you comply with such applicable law or requirements at all times and especially on the date or dates of your carriage.
- 18.6 All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.

Special Provisions for Germany

For persons having their habitual residence in Germany and for their flight to and from Germany for which German law applies the GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE of Norse (in the following “**CoC**”) will apply with the following deviations:

1. Article 1 of the CoC

The definition for “Damage” will not apply.

2. Article 2 of the CoC

The last sentence of Article 2.1.1 of the CoC shall not apply.

The last sentence of Article 2.1.2 of the CoC shall not apply.

The last sentence of Article 2.4.2 of the CoC shall not apply.

3. Article 3 of the CoC

Article 3.1.2 (c) of the CoC shall not apply.

Article 3.1.8 of the CoC shall not apply.

Article 3.1.11 of the CoC shall not apply.

4. Article 4 of the CoC

Instead of Article 4.1.6 of the CoC the following shall apply:

We reserve the right to refuse transportation if the applicable fare (including any applicable taxes or administrative fees) has not been fully paid, unless the applicable fare was not fully paid because you had (i) a right to refuse performance, (ii) a right of retention or (iii) a right to set-off.

5. Article 5 of the CoC

Article 5.3.1 (c) of the CoC shall not apply.

Instead of Article 5.4.3 of the CoC the following shall apply:

If you fail to show up for any flight, for which you have a confirmed reservation, at the time of the Check-In Deadline or having checked in, fail to present yourself at the boarding gate by the Boarding Time mentioned in your Boarding Pass; or fail to advise us in advance (before the departure of your flight) that you are unable to travel as Ticketed, you will forfeit your right to travel and you are only entitled to a refund of any taxes, charges or surcharges not incurred because you did not take the flight unless otherwise set out in our Fare Rules.

Article 5.4.4 of the CoC shall not apply.

6. Article 6 of the CoC

Instead of Article 6.1.7 of the CoC the following shall apply:

If you fail to comply with the Check-In Deadlines and Boarding Time we reserve the right to cancel your reservation for the Flight Segment on which such failure occurs. You will be refused carriage and your Checked Baggage will be offloaded if you fail to be present at the boarding gate by the Boarding Time. If this causes a delay of the flight due to you and your Baggage are being offloaded, we may claim all costs and expenses that have incurred in accordance with the statutory provisions of law.

7. Article 7 of the CoC

Instead of Article 7.1.2 (e) of the CoC the following shall apply:

(e) your mental or physical state, including your impairment from alcohol or drugs, will present or is highly likely to present a source of material annoyance or discomfort to other Passengers on board the aircraft if you were allowed to proceed to travel. In such a situation we may at our discretion, offer to carry you in a different class of service / cabin than in which you are booked. This paragraph does not apply to passengers with disabilities.

Instead of Article 7.1.2 (h) of the CoC the following shall apply:

(h) you have not paid in full the fare, taxes, fees, charges or surcharges applicable for your carriage, unless the full fare, taxes, fees, charges or surcharges were not fully paid because you had (i) a right to refuse performance, (ii) a right of retention or (iii) a right to set-off.

Article 7.1.3 of the CoC shall not apply.

Instead of Article 7.1.4 of the CoC the following shall apply:

In the event that you are refused carriage due to any of the reasons specified in Article 7.1.2, we may claim costs and expenses that have incurred in accordance with the statutory provisions of law.

Instead of Article 7.3.2 the following shall apply:

In order to check your fitness to fly we may require you to complete a health questionnaire or declaration as a condition of travel. You may also be required to submit to further questions or examination by qualified staff. If you refuse to complete such questionnaire or declaration, or you fail to meet our medical criteria for travel, we may at our sole discretion deny you boarding.

Article 7.3.5 of the CoC shall not apply.

8. Article 8 of the CoC

Article 8.3.5 of the CoC shall not apply.

Instead of Article 8.6.3 of the CoC the following shall apply:

Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If

your Checked Baggage is carried on an alternative flight, we will deliver it to you at the address you have provided to us, unless:

- (a) applicable law at the place of collection requires you to be present for customs clearance, or
- (b) the reason for carriage of the Checked Baggage on an alternative aircraft related to the size, weight or character of the Checked Baggage.

Instead of Article 8.8.1 of the CoC the following shall apply:

Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect your Checked Baggage promptly upon its availability at your destination, we will storage the Checked Baggage and may charge you the incurring expenses with the storage according to the statutory provisions of law. Should your Checked Baggage not be collected within three (3) months of the time it is made available, we may dispose of it and retain for our benefit any proceeds of the disposal without notice or any liability to you.

Instead of Article 8.9.1 (b) of the CoC the following shall apply:

- (b) you assume full responsibility for such animal, and we are not responsible or liable to you for any injury, loss, delay, sickness, suffering or death sustained by the animal unless such event occurs due to any culpable act or omission of us.

Instead of Article 8.9.1 (d) of the CoC the following shall apply:

- (d) we are not responsible or liable to you for any such animal being refused exit, entry or transit through any country, state or territory and we may claim from you in accordance with the statutory provisions of law reimbursement for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

9. Article 9 of the CoC

Instead of Article 9.1.2 of the CoC the following shall apply:

Before we accept your booking, we or our Authorized Agent will notify you of the scheduled flight timings in effect as of that time, and it will be shown on your Ticket. We may need to change the scheduled flight timings subsequent to issuance of your Ticket. If you provide us with your contact information, we or our Authorized Agent will notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight timings, which is not acceptable to you, you should contact us promptly. If we are unable to book you on an alternate flight which is acceptable to you, you will have the rights according to the statutory provisions of law.

Instead of Article 9.2.1 of the CoC the following shall apply:

If we:

- (a) cancel a flight; or
- (b) fail to operate a flight reasonably according to the schedule or fail to stop at your destination; or
- (c) cause you to miss a connecting flight operated by us on which you hold a confirmed reservation

you will have the rights according to the statutory provisions of law.

Article 9.2.3 of the CoC shall not apply.

Article 9.2.4 of the CoC shall not apply.

Instead of Article 9.3.1 of the CoC the following shall apply:

If we are unable to provide previously confirmed space on a flight operated by us for which you have a valid Ticket and have met all applicable Check-In Deadlines and Boarding Time and are not precluded from boarding by reason of application of the CoC and these Special Provisions of Germany you will have the rights according to the statutory provisions of law

Instead of Article 9.3.2 of the CoC the following shall apply:

In some rare situations, we might not be able to provide you a seat in the class of service mentioned in your Ticket. In such situations, if you are downgraded to travel in a class of travel lower than mentioned in your Ticket you will have the rights according to the statutory provisions of law.

Article 9.3.3 of the CoC shall not apply.

Article 9.3.4 of the CoC shall not apply.

10. Article 10 of the CoC

10.1. Instead of Articles 10.1 of the CoC the following shall apply:

10.1.1. We will refund a Ticket or any unused portion in compliance with the statutory provisions of law.

10.1.2. We will furthermore refund a Ticket or any unused portion, in accordance with the applicable Fare Rules, Tariffs, or ancillary product conditions or the CoC as follows:

- (i) subject to other provisions of Article 10 of the CoC, we shall make the refund in the original form of payment either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of proof of such payment;
- (ii) if a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order; and
- (iii) the request for the refund should be made during the validity of the Ticket (Article 3.2.1 of the CoC).

10.2. Instead of Article 10.1.2 of the CoC the following shall apply:

Provided that the Fare Rules applicable to your Ticket allow it, if before beginning your travel and using any part of your Ticket, you are prevented from traveling due to Force Majeure, provided that you promptly give advance notice to us and furnish adequate evidence of such Force Majeure, we will refund the Ticket as per Section 10.5 of this Special Provisions for Germany.

10.3. Instead of Article 10.1.3 CoC the following shall apply:

In the event of the death of a Passenger before commencing travel and using any part of the Ticket, we will provide a full refund of the Ticket of said Passenger according to Section 10.5 (i) of this Special Provisions for Germany to the person who paid for the Ticket or any member of the Immediate Family who initially intended to travel with the so deceased Passenger and who no longer wishes to travel, provided we are given a copy of the death certificate or alternate evidence satisfactory to us.

10.4. Instead of Article 10.1.4 the following shall apply:

In the event of the death of a Passenger after commencement of the travel, we will provide a refund of the unused portions of the Ticket of the deceased Passenger calculated according to Section 10.5 of this Special Provisions for Germany.

10.5. The amount of the refund stipulated in Section 10.2, 10.3 und 10.4 of this Special Provisions for Germany shall be as follows:

- (i) if no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid); or
- (ii) if a portion of the Ticket has been used, not less than the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges

paid) and the applicable fare calculated by us on the basis of mileage already flown (including taxes, fees, charges and exceptional circumstances surcharges paid) for travel between the points for which the Ticket has been used.

10.6. Article 10.3 and 10.3.1 of the CoC shall not apply.

10.7. Article 10.4.2 of the CoC shall not apply.

10.8. Article 10.6 und 10.6.1 of the CoC shall not apply.

11. Article 11 of the CoC

Instead of the last sentence of Article 11.1.1 of the CoC the following shall apply:

You may be removed from the aircraft and refused onward carriage at any point and prosecuted for offences committed including those committed on board the aircraft.

Article 11.2, 11.2.1, 11.2.2 and 11.2.3 of the CoC shall not apply.

12. Article 13 of the CoC

Instead of the last sentence of Article 13.1.2 the following shall apply:

We may claim all costs and fines that have incurred by such failure from you in accordance with the statutory provisions of law.

The last sentence of Article 13.5.1 of the CoC shall not apply.

13. Article 15 of the CoC

In addition of Article 15 of the CoC the following shall apply:

If neither a Convention nor national law implementing the Montreal Convention applies to the case of liability, we are liable as follows:

- a) In the event of intent or gross negligence on our the part, our corporate bodies, legal representatives, employees or other vicarious agents, as well as in the event of injury to life, limb or health and to the extent of any guarantee given, we will be liable in full in accordance with the statutory provisions of law.

b) In the event of simple negligence on our part, our organs, legal representatives, employees or other vicarious agents, liability is limited to damage which must typically be expected and to the breach of material contractual obligations (cardinal obligations), the fulfilment of which is essential to the proper performance of the contract and on the observance of which you may regularly rely.

Your liability

You are liable to us for damages and reimbursement of futile expenses according to the statutory provisions of law.

14. Article 16 of the CoC

Article 16 of the CoC shall not apply.

15. Article 18 of the CoC

15.1. Article 18.1 shall not apply.

15.2. Article 18.4 shall not apply.