



## **GENERAL CONDITIONS OF CARRIAGE**

**When booking a flight that is being operated by the operating carrier Denim Air, or when boarding a charter flight that is being operated by Denim Air as operating carrier, you as passenger agree to the following general conditions of carriage for passengers and baggage:**

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### **ARTICLE 1: DEFINITIONS**

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

#### Agreed Stopping Place

means a scheduled stop by the Carrier which is located between the Place of Departure and the Place of Destination as shown in the Schedules.

#### Airline Designator Code

means the code issued by IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown amongst others on the Ticket.

#### Authorised Agent

means an individual or legal entity that is authorised by the Carrier to represent the Carrier in the sale of passenger transportation by the Carrier or by another Carrier if said agent is so authorised.

#### Baggage

means both Checked Baggage and Unchecked Baggage, unless otherwise specified.

#### Baggage Check

means the identification stub issued by the Carrier which pertains to the Carriage of Checked Baggage.

#### Baggage Identification Form or Baggage Tag

means a tag issued by the Carrier for the purpose of identifying Checked Baggage and that includes a portion that is affixed to the Baggage ("Baggage Tag") and another portion that is issued to the Passenger for the identification of said Baggage ("Baggage Check").

#### Beneficiary (see Person Entitled to Compensation)

#### Carriage

means carriage of passenger and/ or baggage, gratuitously or for reward.

#### Carrier

means Denim Air and/or any other carrier, for which the Airline Designator Code appears on the Ticket or on a Conjunction Ticket.

#### Charter Contract

means the operation whereby the contracting carrier (contractual carrier) instructs another carrier (operating carrier) to perform all or part of the carriage pursuant to a charter agreement and also means the commercial agreement whereby any third party (for example a tour operator) has concluded an agreement with the Passenger or another person and entrusts the Carrier with performing all or part of the Carriage in connection with package travel, package holidays and package tours, including under EC directive 90/314. The "contractual carrier" in this respect is the charterer or tour operator who as a principal enters into an agreement for carriage with the Passenger or another person.

#### Charter Ticket

means a ticket, in electronic form or otherwise, issued pursuant to a Charter Contract.

#### Checked Baggage

means Baggage of which the Carrier has agreed to take custody and for which a Baggage Identification Form has been issued.

#### Check-In Deadlines

means the time limit, as specified for each flight and before which Passengers must have carried out their check-in formalities and received their boarding card or pass.

#### Confirmed Reservation

means that the Passenger has a Ticket which contains:

- a) in the case of a paper Ticket, a specification of the number, date and time of the flight and the notation "OK" in the appropriate space, or;
- b) in the case of an Electronic Ticket or paperless transport document, an indication that the Reservation has been registered and confirmed.

#### Conjunction Ticket

means a Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single Contract of Carriage.

#### Contract of Carriage

means the declarations and provisions attached to the Ticket and to the Travel Memo (Itinerary and Receipt) and these General Conditions of Carriage as well as notices to Passengers.

#### Convention

means, as applicable:

- (a) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929.
- (b) The Hague Protocol of 28 September 1955, which amended the Warsaw Convention.
- (c) The Guadalajara Supplementary Convention of 18 September 1961.
- (d) Montreal Protocols 1, 2 and 4 (1975), which amended the Warsaw Convention.
- (e) A combination of the aforementioned Conventions and Protocols.
- (f) The Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

#### Coupon

means a paper Flight Coupon or an Electronic Coupon, each of which bears the name of the Passenger.

#### Damage

includes death, bodily injury to a Passenger, damage due to delay, partial loss or other damage of whatsoever nature arising out of or in connection with Carriage or other services performed by Carrier incidental thereto.

#### Days

mean the calendar days that include the seven days of the week, it being understood that in the event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a Ticket, the date of Ticket issue or the flight departure date are not counted.

#### Denim Air

means the limited liability company Denim Air ACMI B.V., incorporated under the laws of The Netherlands, having its statutory seat in Amsterdam and registered office at Vermogenweg 3, 3541 SR Mijdrecht, The Netherlands

#### Electronic Coupon

means an electronic Flight Coupon or any other document that has the same value, which is stored in digital format in the Carrier's computerised reservation system.

#### Electronic Ticket

means the Ticket saved by the Carrier or at its request by a computerised Reservation system and that is evidenced by the Travel Memo (also called the Itinerary and Receipt), issued by the Carrier or in its name, the electronic Flight Coupon or any other document that has the same value.

#### Fares

mean the fares, charges, levies, costs, taxes (whether or not imposed by governments), fare conditions and/or the conditions of carriage of the Carrier whether or not filed by the Carrier with the governments that require this (including but not limited to the tariff regulations as applicable in the United States of America and Canada).

#### Flight Coupon

means the portion of the Ticket identified as being "valid for carriage" or, for Electronic Tickets, the Electronic Coupon that shows the exact points between which the Passenger must be carried.

#### Force Majeure

means extraordinary circumstances which could not have been avoided despite all reasonable due care and attention exercised.

#### IATA (International Air Transport Association)

means the International Air Transport Association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

#### Interior Flight or Domestic Flight

means any flight for which the departure and arrival town are within the same State, within territorial continuity.

#### International Flight

means, as defined by the Convention, any flight for which the Place of Departure and Place of Destination and, possibly, the Stopover, are located on the territory of at least two States that are parties to the Convention, notwithstanding Agreed Stopping Places or aircraft changes, or within a single State if a Stopover is scheduled in another State regardless of whether said other State is or is not party to the Convention.

#### Itinerary and Receipt (see Travel Memo)

#### Overbooking

means a flight where the number of passengers holding a Confirmed Reservation and presenting themselves for check-in within the required time limit and as stipulated exceeds the number of available seats.

#### Passenger(s)

mean(s) any persons, except members of the crew, carried or to be carried and who is/are in possession of a Ticket, or a Charter Ticket pursuant to a Charter Contract.

#### Passenger Coupon or Passenger Receipt

means the portion of the Ticket, issued by the Carrier or in its name, which is identified as such and must be retained by the Passenger.

#### Passenger with Reduced Mobility

means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all Passengers.

#### Person Entitled to Compensation

means the Passenger or any person who can claim compensation on behalf of said Passenger, in accordance with the applicable law.

#### Place of Departure

means the departure point from which travel initially commences as shown on the Ticket (for example airport, railway station or such other departure point shown on the Ticket).

#### Place of Destination

means the arrival point where the passenger reaches his ultimate stopping place as shown on the Ticket (for example airport, railway station or such other arrival point shown on the Ticket).

#### Reservation

means that a Passenger holds a Ticket, or other proof, which states that the Reservation has been accepted and recorded by the Carrier.

#### Schedules or Schedule Indicators

mean the list of departure and arrival times for the flight, as shown in the schedule guides published by the Carrier, or under its authority, or as brought to the attention of the public by electronic means.

#### Special Declaration of Interest

means the declaration made by the Passenger when handing over the Baggage to be checked, which specifies a value that is higher than that fixed as a liability limit by the Convention, against payment of a surcharge.

#### Special Drawing Right (SDR)

means a unit of account of the International Monetary Fund (IMF) the value of which is periodically defined by the IMF on the basis of the listed prices of several reference currencies.

#### Stopovers

mean the points, with the exception of the Place of Departure and Place of Destination, shown on the Ticket or mentioned in the Schedules as stopovers planned on the Passenger's itinerary.

#### Ticket

means a document which may be completed by a Baggage Check or an identification form for Checked Baggage, or by equivalent means in a dematerialised form, including electronic, that is issued or authorised by the Carrier or its Authorised Agent. The Ticket evidences the Contract of Carriage, includes the Flight Coupons, the Passenger Coupons, notices to passengers and incorporates these General Conditions of Carriage.

#### Travel Memo (or also Itinerary and Receipt)

means one or more documents that the Carrier issues to the Passenger, where the Passenger uses an Electronic Ticket that bears his/her name, information on the flight and notices to Passengers. The Travel Memo may also be termed "Itinerary and Receipt".

#### Unchecked Baggage or "Cabin Baggage"

means all Baggage, including personal items, other than Checked Baggage. This Unchecked Baggage remains in the custody of the Passenger.

### **ARTICLE 2: SCOPE OF APPLICATION**

#### 1. General Provisions

(a) Except as provided in Paragraphs 2 and 4 below, the General Conditions of Carriage apply to all flights, or portions of flights, for which the Denim Air Airline Designator Code appears in the "Carrier" box of the Ticket or of the corresponding Coupon.

(b) These General Conditions of Carriage also apply to free or reduced-fare carriage, except as otherwise provided for in the Contract of Carriage or in any other contractual document that links Denim Air to the Passenger.

(c) All Carriage is subject to the General Conditions of Carriage and to the Carrier's Fares in force when the Ticket is issued or, if said date cannot be determined, on the date of commencement of Carriage covered by the first Flight Coupon of the Ticket.

(d) These General Conditions of Carriage have been drawn up pursuant to the Montreal Convention of 28 May 1999 and European law in force.

#### 2. Charters

(a) If the Carriage is performed pursuant to a Charter Contract, these General Conditions of Carriage shall also apply, whether or not they are attached to, incorporated in or mentioned by reference or otherwise, on the Charter Ticket.

(b) Charter Tickets are only valid for Carriage on the dates indicated on the Charter Ticket and/or Coupon and shall not be valid unless the charter price, including, if applicable, taxes, levies, charges, increases and the like have been paid for by the contractual carrier or until credit arrangements established by the operating carrier have been complied with by the contractual carrier. Charter Tickets are non-refundable and non-endorsable and if refunds are made by the Carrier, they shall only be made pursuant to the terms of the applicable Charter Contract. The Carrier will never be liable towards the Passenger in any way, in particular for any loss, damage or disbursement, if the contractual carrier has not met with its contractual obligations towards the operating carrier/Carrier as a result of which the Carriage does not commence.

(c) Charter Tickets may have conditions which limit and/or exclude the Passenger's right to make, change or cancel reservations. Tickets issued in respect of a package tour pursuant to EC directive 90/314 can only be used for arrangements subject to the rules concerning "all inclusive flights".

(d) The following articles of these General Conditions of Carriage do not apply to Carriage pursuant to Charter Contracts: Article 3.1(a), Article 3.2, Article 4.1, Article 5.1, and 5.2

#### 3. Code Shares

On some flights the Carrier might have arrangements with other carriers, generally known as 'code share'. This means that other airlines may operate a flight even though the Denim Air Airline Designator Code is mentioned in the Ticket. These General Conditions of Carriage also apply to such transportation. If such arrangement applies,

the Passenger will be advised of the carrier operating the aircraft at the time he makes a reservation or at the latest during check-in.

#### 4. Predominance of the Law

These General Conditions of Carriage are applicable to the extent that they are not contrary to mandatorily applicable laws or to the Fares, in which case, said laws or said Fares shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of the other provisions.

### **ARTICLE 3: TICKETS**

#### 1. General Provisions

(a) Carriage will only be provided to the Passenger named on the Ticket. The Carrier reserves the right to check the identity documents of the Passenger.

(b) A Ticket may not be transferred, subject to applicable law, in particular rules and regulations concerning package holidays. If a person other than the Passenger named on the Ticket presents a Ticket for Carriage or refund purposes, the Carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Ticket and later on it is established that that person is not the Passenger named on the Ticket.

(c) Certain Tickets, which are sold at reduced rates are partially or totally non-refundable. It is up to the Passenger to ascertain whether his/her Ticket is in whole or in part refundable and, where applicable, to take out appropriate insurance to cover the risks associated therewith.

(d) As the Ticket is subject to mandatory formal conditions the Ticket shall at all times remain the property of the issuing Carrier.

(e) A Ticket will not be issued until the applicable fare has been paid or until credit arrangements established by Carrier have been complied with. With the exception of Electronic Tickets, Passengers shall only be carried if they are able to present a valid Ticket that contains the Coupon that corresponds to the flight concerned and all other unused Coupons, as well as the Passenger Coupon. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or one of its Authorised Agents shall not be valid for Carriage. For Electronic Tickets, Passengers must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket was issued in their name.

#### 2. Coupon Order of Use

(a) Carrier will honour Coupons only in sequence from the Place of Departure as shown on the Ticket. The fare that the Passenger paid corresponds to the route stated on the Ticket and the usage of the complete routing shown on the Ticket forms an essential part of the Contract of Carriage. The Contract of Carriage excludes the cancellation of individual parts (Coupons) of the journey. Except as otherwise provided for in the Fare conditions, the Ticket will not be accepted and shall lose all value and validity if the Coupons are not used in the order in which they are issued (for example if the Passenger does not use the first Coupon and embarks at a point which is not the Place of Departure, or embarks at an airport mentioned in the Ticket without having used any of the previous Coupon(s)).

(b) In the event that the applicable Fare conditions allow a change in the departure or arrival point for the journey by the Passenger (for example, if the Passenger does not use the first Coupon), this may result in a change in fare. Numerous Fares are only valid on the dates and for the flights specified on the Ticket.

#### 3. Changes Requested by a Passenger

(a) Except as otherwise provided for in the Fare conditions, the Passenger cannot change any aspect of his itinerary (for example the Place of Departure, a Stopover or the Place of Destination as mentioned in the Ticket). In the event that the applicable Fare conditions allow a change of the itinerary the fare will be recalculated and the Passenger will then have the possibility of accepting the new fare or keeping the original Carriage as shown on the Ticket. If a Passenger has to change his/her Ticket due to a reason that constitutes Force Majeure, the Passenger must, as soon as possible, inform the Carrier thereof who shall then use reasonable efforts to ensure Carriage to the next Stopover or to the Passenger's destination, without any change in fare.

(b) In the event that the applicable Fare conditions allow a change in the itinerary the Carrier shall, subject to the applicable Fare conditions, adjust the fare in light of this change and the Passenger must then pay the difference between the fare that corresponds to the itinerary purchased and the price of the new itinerary. If the new fare is

less than the previous fare, the Carrier shall refund the difference. In any event, the old Coupons shall no longer have any value.

(c) Each Coupon shall be valid for Carriage in the class specified on the Ticket, on the date and for the flight that corresponds to the Reservation made. If a Coupon is originally issued without reference to a Reservation, a Reservation may be made subsequently in accordance with the Fares in force and within the limit of the seats available on the flight requested.

#### 4. Identification of the Carrier

The Carrier identification may be shown as an abbreviation on the Ticket using its Airline Designator Code or in any other form. The Carrier's address is deemed to be that of any one of its registered offices or principal place of business.

### **ARTICLE 4: FARES, FEES, TAXES AND CHARGES**

#### 1. Fares

Except as otherwise provided for, Fares apply solely to the Carriage from the airport at the Place of Departure to the airport at Place of Destination. Fares do not include ground carriage between airports and between airports and town terminals. The fare shall be calculated in accordance with the Fares in force on the Ticket purchase date, for a journey scheduled on the dates and for the itinerary shown on said Ticket. Any change in itinerary or journey date may have an impact on the applicable Fare.

The applicable Fares are those published by the Carrier or calculated thereby, in accordance with the fare conditions in force for the flight(s) shown on the Ticket from the Place of Departure to the Place of Destination, for the relevant class of carriage, on the Ticket purchase date.

Except as otherwise provided for in the Contract of Carriage or in any other contractual document, the Fares shall apply exclusively to the journey provided for in said Contract of Carriage or in said document.

#### 2. Fees, levies, taxes and charges

All fees, taxes, levies or charges imposed by governments, by any other authorities or by the airport operator or by the Carrier shall be paid by the Passenger. When purchasing their Ticket, Passengers will be informed of said fees, taxes, levies or charges, which, in most cases, will be shown separately on the Ticket. Said fees, taxes, levies or charges may be created or increased after the Ticket purchase date. In this case, the Passenger must pay the corresponding amount. Inversely, if the fees, taxes, levies or charges are reduced or abolished, the Passenger may be refunded for the reduced or abolished amounts.

#### 3. Payment Currency

The fares, taxes, fees and charges are payable in the currency of the country where the Ticket was purchased, unless another currency is specified by the Carrier or its Authorised Agent when the Ticket is purchased or beforehand (for example, due to local currency not being convertible). Moreover, the Carrier may, at its discretion, accept payments in another currency.

### **ARTICLE 5: RESERVATIONS**

#### 1. Reservation Requirements

(a) The Passenger has a Confirmed Reservation if the Reservation is accepted and recorded by the Carrier or its Authorised Agent in the relevant computerised reservation system. If requested, the Carrier shall provide a Reservation confirmation.

(b) Certain Fares may be subject to conditions that limit or exclude the possibility of changing or cancelling Reservations.

#### 2. Ticketing Time Limit

If a Passenger has not paid for the Ticket before the specified ticketing time limit indicated by the Carrier or its Authorised Agent, the Carrier shall be entitled to cancel the Reservation without notice and to allocate the seat to another Passenger.

### 3. Personal Data

To the extent the applicable law permits, the passenger authorizes the Carrier to retain any personal data which have been given to the Carrier or its authorized agents for the purposes of making a reservation for Carriage, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention / detection systems, for facilitating immigration and entry requirements, and to make such data available to Government Authorities such as Customs and Immigration Authorities and Federal and State Authorities, if they so require. Carrier is further authorized to transmit such data worldwide for said purposes to its own offices, its authorized agents, other Carriers, the providers of ancillary services or Government Authorities, in whatever country they may be located.

### 4. Reconfirmation of Reservations

(a) Reservations for onward or return flights may be subject to reconfirmation. The Carrier shall state when reconfirmation is required and how to reconfirm. If Passengers do not reconfirm, the Carrier may cancel their Reservations for the onward and/or return flights. However, if Passengers inform the Carrier that they still wish to travel and if there are available seats on the flight concerned, the Carrier shall reinstate the Passenger's Reservation. If there are no available seats on said flight, the Carrier shall endeavour to transport the Passenger to the Stopover or to their Place of Destination at a later time or date.

(b) If, during their journey, a Passenger uses the services of several Carriers, it is his/her responsibility to check with each Carrier if reconfirmations are required. If so, then reconfirmation must be provided by the Passenger to the Carrier whose Airline Designator Code appears on the relevant Flight Coupon.

### 5. Cancellation of Reservations on an Onward or Return Flight

If Passengers do not check in for a flight, the Carrier shall be entitled to cancel their Reservations for the onward or return legs, unless the Passenger has informed the Carrier in advance and in compliance with the Fare conditions (see, in particular, Article 3.2 "Coupon Order of Use").

## **ARTICLE 6: CHECK-IN/BOARDING**

### 1. Check-In Deadlines

Check-In Deadlines vary from one airport to another. Passengers should check Check-In Deadlines beforehand. Passengers must imperatively comply with Check-In Deadlines in order to facilitate their journey and avoid being refused boarding of/access to the aircraft. The Carrier or its Authorised Agent shall provide Passengers with all requisite information on the Check-In Deadline for their (first) flight with the Carrier. If the Passenger's journey contains subsequent flights, it is up to the Passenger to obtain information on the other Check-In Deadlines, if any.

### 2. Timely arrival at check-in desk

Passengers must arrive at the Carrier's check-in desk sufficiently in advance of the flight in order to carry out all the formalities and these formalities should, in any event, be completed by the Passenger before the Check-In Deadline specified by the Carrier. If a Passenger fails to meet the Check-In Deadline the Passenger shall not be entitled to travel. The Carrier shall then be entitled to cancel the seat reserved for such Passenger and to dispose of the seat as the Carrier sees fit, without any liability toward the Passenger.

### 3. Timely arrival at boarding gate

Passengers must arrive at the Carrier's boarding gate sufficiently in advance of the flight in order to carry out all the formalities and these formalities should, in any event, be completed by the Passenger at the latest at the time specified by the Carrier. If a Passenger fails to meet the aforementioned boarding gate deadline the Passenger shall not be entitled to travel. The Carrier shall be entitled to cancel a Passenger's reservation and seat reserved for such Passenger if the Passenger is not present at the boarding gate at the time specified without any liability toward the Passenger.

### 4. Seat Allocation

The Carrier shall make reasonable efforts to meet seat allocation requests but cannot guarantee the allocation of a given seat. The Carrier reserves the right to change the seat allocation at any time, including after boarding, for operating, security or safety reasons.

## 5. Limitation of liability

The Carrier can not be held liable in any way, in particular for any loss, damage or disbursement, if a Passenger has not complied with the conditions of this article.

## **ARTICLE 7: REFUSAL AND LIMITATION ON CARRIAGE**

### 1. Right to refuse carriage

The Carrier may refuse to transport Passengers and their Baggage, if one or more of the following cases has occurred or is likely to occur:

(a) Carrier in its reasonable discretion determines that such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over.

(b) The Passenger has expressed himself in such a way or displayed such behaviour that doubt exists with respect to safety. Such expression or behaviour includes the use of threatening, abusive or insulting language towards ground staff or crew and Passengers threatening to endanger or who have already endangered the safety of one or more persons, goods or the aircraft itself (which includes those who make a hoax bomb threat).

(c) The Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present discomfort, a hazard or risk to him/herself, the other Passengers, the crew or property.

(d) The Passenger is, or appears to be in the unlawful possession of drugs.

(e) The Passenger has compromised security, order and/or discipline when checking in for the flight or, for connecting flights, during a previous flight and the Carrier has reason to believe that such conduct may be repeated.

(f) Immigration and/or customs authorities and/or any other government authority informed the Carrier (either orally or in writing) that the Passenger is not allowed to travel and/or the Carrier has notified the Passenger (either orally or in writing) that the Carrier will not carry the Passenger on his flights, for a certain period or forever. This includes situations in which the Carrier has received a negative travel advice regarding the Passenger from such authority, for example in cases where the Passenger is suspected of (intent to) drug smuggling and situations where the authorities have notified the Passenger in writing that Carrier shall no longer carry the Passenger on its flights.

(g) The Passenger has refused to undergo the security checks, including, without limitation, those specified in Articles 8.5 and 8.6 below or has refused to provide proof of his identity.

(h) The Passenger does not appear to be in possession of valid travel documents, may seek or has sought to enter a country through which he may be in transit, or for which he does not have a valid entry document, has destroyed travel documents during the flight, has refused to allow copies thereof to be made and kept by the Carrier, or the Passenger's travel documents have expired, are incomplete in light of the regulations in force, or appear to be fraudulent or otherwise suspicious (for example: usurpation of identity, forgery or counterfeiting of documents).

(i) When checking in or boarding, the Passenger requires special assistance that was not requested when the travel arrangement was made, or which the Carrier cannot reasonably provide.

(j) The Passenger did not comply with the instructions and regulations concerning security and/or safety.

### 2. Special Assistance

(a) Carriage of unaccompanied children, Passengers with Reduced Mobility, pregnant women and persons with illnesses or any other persons who require special assistance, is subject to the Carrier's prior consent.

(b) If a Passenger requires a special meal, he/she must enquire as to the availability thereof well in advance. Otherwise, the Carrier cannot guarantee the presence of said special meal on board the flight concerned. If certain requests cannot be met, the Carrier can not be held liable in any way on this ground.

(c) If a Passenger has a medical background, it is recommended that the Passenger consult a doctor before taking a flight, particularly a long-haul flight, and take all necessary precautions. Failure to do so shall be for the Passenger's risk and account.

(d) The specific services referred to in this paragraph 2 are not part of the Contract of Carriage and must be considered as being Ancillary Services, as defined by Article 11 below. Moreover, if a request that corresponds to

the cases referred to in paragraphs (a) and (b) above is made when checking in, the Carrier shall in no way be liable if it cannot fulfil said request. In this case, the Carrier is entitled to refuse boarding to the Passenger, in accordance with the provisions of paragraph 1 of this article.

(e) If the Passenger fails to inform Carrier of a mental or physical condition, pregnancy or incapacity within the meaning of the provisions of paragraph 2 of this article, and as a result of that condition Carrier diverts the aircraft to an unscheduled place of destination, Carrier is entitled to recover the reasonable costs of the diversion and other related costs from the Passenger.

## **ARTICLE 8: BAGGAGE**

### 1. Free Baggage Allowance

Passengers may carry a certain amount of Baggage free of charge. The actual quantity is shown on the Ticket. Depending on the route flown, the quantity of Baggage may be determined either according to weight ("weight concept") or according to the combined criteria of weight, dimension and number of pieces ("piece concept"). More information is available from the Carrier or from its Authorised Agents and/or on Carrier's website ([www.denimair.com](http://www.denimair.com)).

### 2. Excess Baggage

(a) The carriage of Baggage in excess of the free baggage allowance is subject to a charge. Details concerning this charge are available at the points of sale of Carrier and its Authorized Agents.

(b) Unless advance arrangements for its carriage have been made with Carrier, Baggage which is in excess of the applicable free baggage allowance and for which no advance arrangements have been made and the charge has been paid may be refused.

### 3. Prohibited Items

Passengers must not include the following items in their Baggage:

(a) Items that are liable to endanger the aircraft, the persons or property on board, such as those specified in the dangerous goods regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA) and in the Carrier's regulations, as applicable (additional information is available upon request from the Carrier); these items include, in particular, asbestos, explosives, pressurised gas, oxidising, radioactive or magnetised substances, inflammable substances, toxic or corrosive substances and articles, liquids or other substances which are capable of posing a significant risk to health, safety or property when transported by air.

(b) Items for which carriage is prohibited by the law in force in any State where flights depart, arrive, fly over or make scheduled Stopovers;

(c) Items reasonably considered by the Carrier to be unsuitable for carriage due to their weight, dimension, unpleasant odour, configuration or fragile or perishable nature, which make them unsuitable for carriage in light of, in particular, the type of aircraft used. Information on these items shall be provided to Passengers, upon request;

(d) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as cargo or Checked Baggage, must be unloaded, suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA dangerous goods regulations, as stated in paragraph (a) above;

(e) Cutting weapons, stabbing weapons and aerosols that may be used as attack or defense weapons;

(f) Antique weapons, replica of weapons, swords, knives and other weapons of this type. This type of item may not be transported in the cabin under any circumstances. They may nevertheless be accepted as cargo or Checked Baggage, at the Carrier's discretion;

(g) Live animals, except as provided for in the provisions of paragraph 10 of this article.

Furthermore, additional information on prohibited items which may not be carried as Unchecked Baggage, including but not limited to carriage liquids and gels as well as pointed/edged weapons and sharp objects, blunt instruments and lighters, can be obtained from Carrier.

#### 4. Right to Refuse Carriage

- (a) At any embarkation or intermediary point, the Carrier may, for security and/or safety reasons, refuse to carry as Baggage the items referred to in paragraph 3 above, or to refuse to continue carrying them, if they are discovered during the journey.
- (b) The Carrier may refuse to carry any item as Baggage due to its dimensions, form, weight, content, configuration, nature or its unpleasant odour or for operating, security/safety reasons or to preserve the comfort and convenience of Passengers. Information on this type of Baggage is available upon request.
- (c) The Carrier may refuse to carry Baggage that it reasonably considers to be poorly packed or placed in unsuitable containers. Information on packing and unsuitable containers is available upon request.
- (d) The Carrier may refuse to carry Baggage, if the Passenger does not pay the fare for the excess baggage as determined in paragraph 2 of this article.
- (e) If the Carrier refuses to carry Baggage in any of the circumstances set forth in paragraph 4 of this article, the Carrier has no obligation to take custody of such refused Baggage or items. If the Carrier were to take custody thereof, the Carrier is not liable for loss of or damage to such Baggage or items.

#### 5. Right of Search

For security/safety reasons, the Carrier may ask Passengers to undergo, for themselves and/or their Baggage, a search or any type of scan, whether using X-rays or otherwise. If a Passenger is not available, their Baggage may be scanned or searched in their absence with a view to checking whether it contains the items referred to in paragraph 3 above. If a Passenger refuses to comply with such requests, the Carrier may deny them and their Baggage carriage. If said scans damage the Baggage and the contents thereof or cause Damage, the Carrier shall not be liable, unless the Damage is caused by the Carrier's gross negligence or willful misconduct.

#### 6. Checked Baggage

- (a) As soon as Passengers have handed over their Baggage at check-in, the Carrier shall take custody thereof and issue Passengers with a Baggage Check, for each Baggage item that is checked in.
- (b) Passengers must affix their name or any other form of identification to the Baggage.
- (c) Checked Baggage will, to the extent possible, be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight. In this case, the Carrier will deliver the Baggage at the Passenger's place of residence, unless the law in force requires the Passenger to be present for customs clearance.
- (d) The Passenger shall not include in Checked Baggage perishable or fragile items, money, currencies, jewellery, works of art, precious metals, silverware, securities or other valuables, optical or photographic appliances, computers, electronic and/or telecommunications equipment or appliances, musical instruments, passports and identity papers, keys, samples, business documents, manuscripts or deeds, whether individualised or fungible, medication and medical documents, etc.

#### 7. Unchecked Baggage or Cabin Baggage

- (a) The Carrier may impose maximum dimensions and/or weight for Baggage that Passengers take in the cabin and/or limit the number thereof. Unless specified otherwise, Unchecked Baggage (cabin baggage) must be able to be placed under the seat in front of Passengers or in a locker. Certain Baggage that Passengers wish to take in the cabin may, at any time prior to the flight departure, be denied cabin access and shall be further regarded and handled as Checked Baggage. Due to the operation by Carrier of smaller aircraft on regional flights, storage space on such aircraft is restricted. Should a journey involve one or more of Carrier's regional flights, the Passenger may be asked to surrender (a part of) his Unchecked Baggage on these flight(s). This Baggage will then further be regarded and handled as Checked Baggage.
- (b) The Baggage/items that Passengers do not wish to carry in the hold (such as fragile musical instruments or others) and that do not comply with the provisions of paragraph (a) above (excess dimensions and/or weight), shall only be accepted for cabin carriage if the Carrier has been duly informed thereof in advance and has granted authorisation. The carriage may then give rise to an additional charge.

#### 8. Special Declaration of Interest

- (a) For all Checked Baggage with a value that exceeds the liability limits in the event of destruction, loss, damage or delay, as defined by the Convention, Passengers can either purchase insurance coverage prior to the journey

or, when handing over the Baggage to the Carrier, make a Special Declaration of Interest limited to a certain amount. In this case, an additional charge made known upon request, must be paid by the Passenger. Compensation will be paid in accordance with the provisions of Article 13.

(b) The Carrier reserves the right to verify the adequacy of the value declared with the value of the Baggage and the contents thereof.

(c) The Carrier may refuse any Special Declaration of Interest if a Passenger does not comply with the time limit fixed by the Carrier for making such a declaration. The Carrier also has the option of capping the level of the declarations. The Carrier also reserves the right to prove, in the event of damage, that the amount declared was higher than the Passenger's genuine interest at the time of delivery.

#### 9. Collection and Delivery of Baggage

(a) Subject to the provisions of paragraph 6 (c) of this article, it is the responsibility of Passengers to collect their Baggage as soon as made available to them at the Place of Destination or Stopover. If Passengers do not collect their Baggage within a reasonable length of time, the Carrier may invoice custody charges. If a Passenger does not collect Baggage within three months as from the Baggage being made available to him/her, the Carrier may dispose of said Baggage, without being liable toward the Passenger in any way. Pursuant to the provisions of local law, unclaimed Baggage may be handed over to the appropriate national authorities.

(b) Only the bearer of the Baggage Check or the Baggage Identification Form is authorised to collect the Baggage.

(c) If a person claiming Baggage is not in a position to produce the Baggage Check or the Baggage Identification Form, the Carrier shall only hand over the Baggage to such person on the condition that he/she establishes his/her rights thereto in a satisfactory manner.

(d) Acceptance of the Baggage by the bearer of the Baggage Check or the Baggage Identification Form without any complaint at the time of delivery is prima facie evidence that the Baggage was delivered in good condition and in accordance with the Contract of Carriage.

#### 10. Animals

Animals will only be carried when explicitly accepted for Carriage by the Carrier. In the event that the Carrier agrees to carry the Passengers' animals, this Carriage shall in any event be subject to the following conditions:

(a) Dogs, cats, birds and other pets must be properly crated and accompanied with valid documents, such as health and vaccination certificates and entry or transit permits. Carrier reserves the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

(b) If accepted as Baggage, the animal and its container shall not be included in the free baggage allowance, but constitute excess baggage for which the Passenger must pay the fare in force<sup>1</sup>.

(c) Animals trained to assist government officials, rescue teams, or Passengers with Reduced Mobility and accompany such Passengers, will be carried free of charge, together with container, in addition to the applicable free baggage allowance.

(d) If the carriage is not subject to the Convention's liability system, the Carrier shall not be liable for the injury, loss, delay, illness or death of an animal it agreed to carry, unless said Damage is solely due to the gross negligence or willful misconduct of the Carrier.

(e) It is the full responsibility of the Passenger to obtain and present all the documents required by the authorities of the destination or transit country. The Carrier will not agree to carry animals that do not have the requisite documents. The Carrier shall not be liable for the injuries, losses, delays, illnesses or death of the animals carried in the event that the animal is refused entry into or passage through any country, state or territory unless solely caused by gross negligence or willful misconduct of the Carrier. Passengers who travel with such animals must reimburse the fines, loss, compensation and all costs and damage incurred by Carrier due to such a situation.

The Carrier shall at all times be entitled to set such additional conditions as it deems appropriate in its discretion.

### **ARTICLE 9: SCHEDULES, DELAYS AND FLIGHT CANCELLATIONS**

#### 1. Schedules

The flights and flight schedules mentioned on the Tickets have no contractual value, are not definitive and are liable to be changed after their issuing date. In this case, Passengers will be informed if the Carrier has their

contact details. Passengers are nevertheless requested to check with the Carrier, before their scheduled departure date, that the flight Schedules shown on their carriage Ticket or their Travel Memo have not changed.

## 2. Cancellation, Rerouting, Delays

The Carrier will take all reasonable measures to avoid cancellation, rerouting or delay in carrying the Passenger and his Baggage. In order to prevent a flight cancellation or delay, Carrier may arrange for a flight to be operated on its behalf by an alternative carrier and/or aircraft and/or other means of transport.

## 3. Passenger Rights

Pursuant to Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and repealing Regulation (EEC) No 295/91 a Passenger may qualify for certain passenger rights in case of denied boarding, cancellation or delays.

## **ARTICLE 10: BEHAVIOUR ON BOARD AIRCRAFT**

### 1. General

The Carrier reserves the right to assess, in a reasonable manner, the behaviour of the Passenger on board the aircraft, and to estimate according to the circumstances whether said behaviour is likely to obstruct, threaten, or endanger one or more persons, items of property or the aircraft. The Passenger must not obstruct the crew from performing their duties and must comply with the crew's instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the Passengers. The Passenger must, in Carrier's reasonable opinion, refrain from behaving in such a manner to which other Passengers may reasonably object.

### 2. Electronic devices on board

For safety and security reasons, the Carrier may prohibit or limit the use on board the aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled game and walkie-talkies, except for hearing aids and pacemakers.

### 3. Alcohol or drugs

On board the aircraft, the Passenger shall not be under such influence of alcohol, drugs or any other substance and, or behave in a way that is likely to cause discomfort, inconvenience, endanger or threaten to endanger one or more persons, items, property or the aircraft, or behave in such a way that the other Passengers could reasonably object thereto.

### 4. Smoking

Smoking (including conventional cigarettes, electronic- or other artificial forms of smoking) is strictly prohibited on board the aircraft.

### 5. Consumption of alcohol

The Carrier may limit or prohibit the consumption of alcohol on board the aircraft. Consumption of any alcoholic beverages carried into the aircraft by the Passenger is prohibited.

### 6. Consequences

If a Passenger does not comply with the provisions of this Article, the Carrier may take measures it considers to be suitable and reasonably necessary in this situation in order to prevent such behaviour from continuing. To this end, the Carrier may use restraining measures, disembark the Passenger at any stage of the flight, refuse onward carriage of the Passenger at any point and, or report the Passenger to the local authorities.

### 7. Legal action

If a Passenger does not comply with the provisions of this article (and with those of Article 7 on carriage refusal and limitation) or commits a criminal or reprehensible act on board the aircraft, the Carrier reserves the right to take legal action against said Passenger and claim damages.

### 8. Liability

If as a result of Passenger's behaviour, Carrier diverts the aircraft to an unscheduled place of destination, Passenger must pay the carrier the reasonable direct and indirect costs and expenses of such diversion.

## **ARTICLE 11: PROVISIONS FOR ANCILLARY SERVICES**

1. If the Carrier, within the scope of the Contract of Carriage and subject to the applicable law, agrees to provide for ancillary services other than carriage by air, or if the Carrier issues a ticket or voucher for carriage or other services, such as, for example, hotel reservations or car hire, the Carrier will only do so as an agent for a third party (unless explicitly agreed otherwise) and will not be the Passenger's counterparty for these services. The carriage or sale conditions that govern the activities of said third parties will be applicable.

### 2. Ground carriage services

If a party provides ground carriage services (bus, train, etc.), different liability systems may apply to said ground carriage. The conditions of carriage and the liability systems are available, upon request, from the party that provides the ground carriage.

### 3. Train carriage Services

If the Carrier offers a Passenger rail carriage services, the Carrier is only acting as an agent, even if such carriage is identified under the Airline Designator Code. The Carrier is not liable for Damage to Passengers and their Baggage during carriage by rail.

### 4. Services on board

The Carrier shall make reasonable efforts to meet Passengers' expectations concerning the services provided on board the aircraft, in particular drinks, special meals, etc. However, the Carrier may not be held liable if for reasons beyond the control of Carrier or for reasons linked to security or safety suitable services are not available or provided, even if such services have been confirmed by the Carrier or its Authorized Agents.

## **ARTICLE 12: ADMINISTRATIVE FORMALITIES**

### 1. General Provisions

(a) Passengers are responsible and liable for procuring all the specific documents, visas and permits required for their journey, and to comply with all provisions of law (laws, regulations, decisions, requirements and provisions) of the departure, arrival and transit States, as well as with the Carrier's regulations and the instructions relating thereto.

(b) The Carrier shall not be liable for the consequences suffered by Passengers in the event of failure to comply with the obligations referred to in paragraph (a).

### 2. Travel Documents

(a) Passengers are required to present entry, exit and transit documents, as well as health and other documents required by the applicable regulations (laws, regulations, decisions, requirements and provisions) in the departure, arrival and transit States. Passengers are moreover required to allow the Carrier to make a copy of said documents, if required, or to record information contained therein.

(b) The Carrier reserves the right, in accordance with Article 7.1, to refuse carriage if a Passenger does not comply with the laws and regulations in force, if the Carrier has doubts as to the validity of the documents presented, or Passenger does not permit Carrier to take and retain copies of any documents or otherwise retain data contained in the relevant documents.

(c) The Carrier shall not be liable for losses or expenses suffered by Passengers who do not comply with the provisions of this Paragraph.

### 3. Refusal of Entry

If a Passenger is refused entry into a territory or country, the Passenger must pay all the charges or fines imposed on the Carrier by the local authorities, as well as the price of the carriage if the Carrier, due to a government order, is required to return the Passenger to his/her departure location or elsewhere. The price paid for the carriage to the destination for which entry to the territory was refused shall not be refunded by the Carrier. For reasons of safety and good order the captain and/or the escorting police may hold the relevant travel documents of the Passenger under its custody during the flight to his place of departure or elsewhere.

### 4. Passenger Liability for Fines, Detention Costs, etc.

If the Carrier has to pay or deposit a fine or penalty or incurs expenses of any kind due to the noncompliance, whether voluntary or involuntary, by a Passenger with the law in force in the countries concerned, or due to

his/her failure to present any required document, or the presentation of invalid documents, the Passenger must, at the Carrier's first request, reimburse the amounts thus paid or consigned and the disbursements incurred. For this purpose, the Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Carrier.

#### 5. Customs Inspections

(a) Passengers may be called on to be present at the inspection of their Baggage (delayed, checked or unchecked) at the request of the customs or any other government authority. The Carrier shall not be liable for Damage or losses suffered by Passengers who fail to comply with this provision.

(b) Passengers shall indemnify the Carrier if any action, omission or negligence on their part causes Damage to the Carrier, including, without limitation, any failure to comply with the provisions of this paragraph or to enable the Carrier to inspect their Baggage.

#### 6. Security Checks

(a) Passengers are required to submit themselves to the security (and safety) checks required by the government or airport authorities, as well as those requested by the Carrier.

(b) The Carrier cannot be held liable for refusing to transport a Passenger if said refusal is based on the reasonable view that said refusal is warranted by the law, government regulations and/or applicable requirements.

### **ARTICLE 13: LIABILITY**

#### 1. General

(a) The liability of the Carrier for Carriage performed under these General Conditions of Carriage is subject to the liability rules laid down by the Montreal Convention of 28 May 1999, and Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents, as regards the carriage of passengers and their baggage.

(b) To the extent that the following provisions do not conflict with the other provisions in these Conditions, and regardless of whether or not the Convention is applicable:

(b.1) The Carrier's liability is limited to Damage that occurred during Carriage for which its Airline Designator Code appears on the Coupon or the Ticket that corresponds to the flight. If the Carrier issues a Ticket for a carriage service performed by another carrier or if the Carrier checks in Baggage on behalf of another carrier, the Carrier shall only act as an agent for said other Carrier.

(b.2) The Carrier shall be liable only for recoverable compensatory damages for proven losses and costs.

(b.3) The Carrier is not liable for Damage that results from compliance by the Carrier with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or failure to comply with said same provisions by the Passenger.

(b.4) The Contract of Carriage, including these General Conditions of Carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Carrier, the Carrier's Authorised Agents, Carrier's directors and employees, its agents, its representatives and the owner of the aircraft used by the Carrier, as well as the directors, staff, employees and representatives of said owner and agents. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.

(b.5) If Carrier proves that the Damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation or whose rights he/she exercises or from whose rights such person derives its right, the Carrier shall be wholly or partially exonerated from its liability to the extent that such negligence or wrongful act or omission caused or contributed to the Damage. This paragraph applies to all the liability provisions in these Conditions of Carriage.

(b.6) Except as expressly otherwise provided for, none of these provisions shall constitute a waiver of any exclusion or limitation of liability of the Carrier and/or the owner whose aircraft is used by the Carrier, and their respective directors, staff, employees, agents or representatives in accordance with the Convention and mandatory applicable law.

## 2. Provisions Applicable to International and Interior Flights

### 2.1. Bodily Injury

(a) The Carrier is liable for the Damage sustained in the event of the death or bodily injury suffered by a Passenger if caused by an accident that occurred on board the aircraft or in the course of any embarking or disembarking operations as defined by the Montreal Convention.

(b) The Carrier shall not be liable for Damage in the following circumstances:

If a Passenger is carried whose age or mental or physical condition involves any hazard or risk to himself, Carrier shall not be liable for personal injuries such as illness, injury, disability or death, or any aggravation of such illness, injury or disability, provided such personal injuries are attributable to such condition.

(c) For damages arising under Article 13.2.1(a) not exceeding 113,100 SDR's for each Passenger, Carrier shall not exclude or limit its liability. However, Carrier shall be entitled to invoke Article 13.1.2(e). Carrier shall not be liable for damages under Article 13.2.1(a) to the extent that they exceed for each Passenger 113,100 SDR's if the Carrier proves that:

(c.1) such damage was not caused by negligence or other wrongful act or omission of Carrier or its employees or agents; or

(c.2) such damage was solely caused by negligence or other wrongful act or omission of the claimant, the Passenger whose rights are being exercised or from who the rights are being exercised derive or a third party.

(d) The Carrier reserves all rights to remedies and subrogation against all third parties.

(e) In the event of death or bodily injury resulting from an air accident, as defined by Article 28 of the Convention and pursuant to Article 5 of Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 19 October 1997, the Passenger (hereinafter identified as Beneficiary) shall benefit from an advance payment to enable him/her to meet his/her immediate needs, which advance payment shall be in proportion to the material damage suffered. Said advance shall not be less than the equivalent in euros of 16,000 SDR per Passenger in the event of death. Subject to applicable law, said advance shall be paid within 15 days of the identification of the Beneficiary.

Pursuant to Article 5 of Regulation (EC) No 889/2002 of 13 May 2002 and Article 28 of the Montreal Convention of 28 May 1999, the payment of such advance or any early payment shall not constitute any recognition of liability and said amounts may be offset against any amounts which subsequently become due by the Carrier.

Said advance is not refundable except where proof is provided that negligence or any other wrongful act or omission of the person requesting compensation or of the person whose rights they hold caused the Damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.

### 2.2 Damage as a result of Delays and Cancellations

(a) The liability of Carrier in respect of Damage caused by delay and/or cancellation in the carriage by air of the Passenger shall be limited to 4,694 SDR's for each Passenger.

(b) The liability of Carrier in respect of Damage caused by delay and/or cancellation in the carriage by air of Baggage shall be limited to 1,131 SDR's for each Passenger. To this limit Article 13.2.3(c) shall be applicable.

(c) Notwithstanding the provisions of subparagraphs (a) and (b) of this Paragraph, Carrier shall not be liable for damage occasioned by delay and/or cancellation if Carrier proves that it and its employees and agents took all measures that could reasonably be required to avoid the Damage, or that it was impossible for it or them to take such measures.

### 2.3 Damage to Baggage

(a) In accordance with Article 17 of the Montreal Convention, the Carrier is liable for Damage caused by loss of, or damage to Checked Baggage, upon condition only that the event which caused the loss or damage took place on board the aircraft or during any period during which the Carrier had custody of the Checked Baggage.

(b) Exclusions of the Carrier's liability:

- The Carrier shall not be liable for Damage to Baggage where said Damage results from the nature of or an inherent defect, quality or vice of the Baggage. If Baggage or property contained therein cause damage to another person or the Carrier, the Passenger must compensate the Carrier for all losses suffered and costs incurred as a result.

- The carrier shall not assume any specific liability, other than that provided for in subparagraph (c) below for any Damage and/or loss caused to fragile, perishable or valuable items or items that are not adequately packed.

(c) Amount of the Compensable Damage:

- The Carrier's liability in the event of destruction or loss of or damage to Baggage shall be limited to 1,131 SDR per Passenger. If a higher value was declared in accordance with Article 8.8(a), the Carrier's liability shall be limited to the value declared, unless the Carrier can provide proof that said value is higher than the Passenger's genuine interest at the time of delivery. The full purchase price of a lost or damaged baggage item will be compensated if that item was purchased less than 6 months prior to the date of loss or damage; 90% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 6 and 9 months prior to the date of loss or damage; 80% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 9 and 12 months prior to the date of loss or damage; 70% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 12 and 15 months prior to the date of loss or damage; 60% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 15 and 18 months prior to the date of loss or damage; 50% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 18 and 21 months prior to the date of loss or damage; 40% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 21 and 24 months prior to the date of loss or damage; 30% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 24 and 27 months prior to the date of loss or damage; 20% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 27 and 30 months prior to the date of loss or damage; 10% of the purchase price of a lost or damaged baggage item will be compensated if that item was purchased between 30 and 36 months prior to the date of loss or damage. Compensation will only be paid against presentation of original receipts.

- For Unchecked Baggage allowed on board, the Carrier shall only be held liable in the event of a proven fault by the Carrier, its employees or agents.

### 3. Liability of the Passenger

The Passenger is liable for all damages or losses of the Carrier or its directors, staff, employees, agents, (including Authorized Agents) or representatives, caused or contributed to by the negligence or other wrongful act or omission of the Passenger.

## **ARTICLE 14: TIME LIMIT ON CLAIMS AND LIABILITY ACTION**

### 1. Notification of Claims for Baggage

(a) The receipt of Checked Baggage without complaint shall result in a presumption, unless the Passenger provides proof to the contrary, that the Baggage was delivered and accepted in good condition. All missing Baggage must be declared to the Carrier as soon as the flight arrives. Any declarations made subsequently will not be taken into account.

In the same way, any item noted as missing from Baggage must be declared to the Carrier as soon as possible. Any late declarations will not be taken into account.

(b) In the event of the damage, delay, loss or destruction of Baggage, the Passenger must file a written complaint with the Carrier as soon as possible and at the latest within the respective time limits of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) as from the date on which the Baggage was made available to the Passenger.

If a complaint is not filed within the time limits stipulated, all actions against the Carrier shall have lapsed and be inadmissible.

### 2. Liability Actions for Passengers

All liability actions must be filed, under penalty of forfeiture, within two years reckoned from the date of arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the date on which the Carriage stopped. The method for calculating the period of limitation shall be determined by the law of the Court before which proceedings are brought.

### 3. Time limitation

All the claims or actions mentioned in paragraphs 1 and 2 above must be made in writing, within the time limits specified.