

## **GENERAL CONDITIONS OF CARRIAGE (PASSENGERS AND BAGGAGE)**

#### 1 - TERMS AND DEFINITIONS

The terms and definitions used in these General Conditions of Carriage (hereinafter "GCC") have the following meanings

#### **Ticket**

Refers to the "Ticket and Baggage Registration Ticket", or "Itinerary/Receipt" in the case of an Electronic Ticket, of which these Conditions of Carriage and the notices contained herein form an integral part.

#### **Carrier**

Refers to any Air Carrier which, under the Ticket, transports or undertakes to transport the Passenger or the Passenger's Baggage, or which provides other services in connection with such carriage.

#### **Electronic Ticket**

Refers to the itinerary/receipt issued by or on behalf of the Carrier, the electronic ticket stubs and, if applicable, a boarding document.

#### **Warsaw Convention**

Refers to the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929, or the same Convention as amended at The Hague on September 28, 1995, whichever is applicable.

#### **Web Site**

Means the website of the Airline taag.com.br, where these T&Cs and all other relevant information mentioned in this document are available.

# **TAAG**

Company with the corporate name of TAAG Linhas Áreas de Angola, registered with the CNPJ/MF under No. 29.926.961/0001-03, having its registered office at Avenida Presidente Vargas, 542, Sala 303, Centro, CEP 20071-000, Rio de Janeiro, RJ, Brazil.

### **ANAC**

The National Civil Aviation Agency (ANAC), one of the country's federal regulatory agencies, was created to regulate and supervise civil aviation activities and aeronautical and airport infrastructure in Brazil.

#### 2 - APPLICABILITY

This agreement (hereinafter referred to as "CGT"), which is drafted in Portuguese, is subject to the Brazilian Aeronautical Code (Law No. 7.565, of December 19, 1986), the Civil Code (Law No. 10.406, of January 10, 2002), Resolution No. 400, of December 13,

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2016, and Resolution No. 280, of July 11, 2013, both of the National Civil Aviation Authority - ANAC, the Montreal Convention of 1999 (in the case of international transport) and other applicable legislation, and regulates the provision of scheduled and non-scheduled air transport services for domestic and international passengers.

Your contract of carriage with the air carrier providing the transportation, whether international, domestic, or the domestic portion of an international journey, is subject to this notice, any notice or receipt from the carrier, and the carrier's individual terms and conditions (Conditions), related rules and regulations, and any applicable tariff.

If transportation is provided by more than one carrier, different conditions, rules, and tariffs may apply to each carrier.

When a Carrier sells air transportation services or accepts baggage for carriage on another Carrier, it is acting solely as an agent for that Carrier.

Each carrier's terms, conditions, and tariffs are incorporated by reference into this Notice and form part of your contract of carriage.

Conditions may include but are not limited to

- Conditions and limits of the Carrier's liability for personal injury or death of passengers.
- Conditions and limits of the carrier's liability for loss of, damage to, or delay of cargo and baggage, including fragile or deteriorating cargo.
- Rules governing the declaration of excess baggage value and the payment of any applicable surcharges.
- Application of the Carrier's conditions and limits of liability in respect of the acts
  of its agents, employees and representatives, including any person supplying
  equipment or services to the Carrier.
- Limitations applicable to claims, including the time limits within which passengers must make claims or bring actions against the Carrier.
- Rules applicable to reconfirmations or reservations; check-in times; use, duration and validity of air transportation services; and the Carrier's right to refuse carriage.
- The carrier's rights and limits of liability for delay or failure to provide service, including rescheduling, substitution of an alternate carrier or aircraft, and rerouting, and, where required by applicable law, the carrier's obligation to inform passengers of the identity of the operating carrier or alternate aircraft.
- The carrier's right to refuse carriage to passengers who do not comply with applicable laws or who do not have all the documents required for travel.

The Carrier undertakes to use its best efforts to transport the passenger and baggage with reasonable promptness. The times stated in the timetable or elsewhere are not guaranteed and do not form part of this contract.

The Carrier may, without notice, substitute other carriers, use other aircraft, or change or omit any stopover specified in the Ticket. Flight schedules are subject to change without notice. The Carrier is not responsible for connections with other services.



#### 3 - LIMITS OF LIABILITY AND COMPENSATION

Carriage is subject to the rules and limitations of liability established by the Warsaw Convention unless such carriage is not "international carriage" within the meaning of the Convention.

Your journey may be subject to the Montreal Convention or the Warsaw Convention regime, and these conventions govern and may limit the liability of air carriers in the event of death or personal injury, loss of or damage to baggage, and delays.

If the Montreal Convention applies, the limits of liability are as follows:

- There are no financial limits for death or personal injury.
- For destruction, loss, damage or delay of baggage, in most cases 1,131 Special Drawing Rights (approximately 1,200 EUR; 1,800 USD) per passenger.
- For damage caused by travel delay, in most cases 4,694 Special Drawing Rights (approximately 5.00EUR; 7.500USD) per passenger.

EC Regulation 889/2002 requires European Community air carriers to apply the limits established by the Montreal Convention to the carriage of passengers and their baggage by air. Many non-European Community air carriers also apply the Montreal Convention to the carriage of passengers and their baggage. In cases where the Warsaw Convention applies, the following limits of liability may apply:

- 16,600 Special Drawing Rights (approximately EUR 20,000; USD 20,000) for death or personal injury where the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,000; USD 10,000) where only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and the United States of America regulations have established that the limit cannot be less than \$75,000 for a trip to, from, or with an agreed stopping place that is in the United States.
- 17 Special Drawing Rights (approx. 20EUR; 20USD) per kilo of loss, damage, or delay for checked baggage and 332 Special Drawing Rights (approx. 400EUR; 400USD) for unchecked baggage.
- The carrier may be liable for damages caused by delay.

The passenger may benefit from a higher limit of liability for loss, damage or delay of baggage, regardless of the convention applicable to his or her journey, by making a special declaration of the value of his or her baggage at check-in and paying any applicable surcharges. Alternatively, if the value of the baggage exceeds the applicable liability limits, the entire baggage must be insured prior to travel.

Time Limit for Legal Action: Any legal action for damages must be brought within two years from the date of arrival of the aircraft or the date the aircraft should have arrived at its destination.



Passengers whose journey includes a final destination or stopover in a country other than the country of departure are informed that the international treaties known as the Montreal Convention or its predecessor, the Warsaw Convention, including its amendments (Warsaw Convention system), may apply to all or part of the journey made within a country. For these passengers, the applicable treaty, including special contracts of carriage incorporated in applicable tariffs, governs and may limit the carrier's liability.

Exceptions or limitations to the Carrier's liability shall apply to the Carrier's agents, employees, and representatives and to any person whose aircraft is used by the Carrier in the performance of the carriage and its agents, employees and representatives.

No agent, employee, or representative of the Carrier is authorized to alter, amend, or delete any provision of this contract.

To the extent not inconsistent with the foregoing, carriage and all other services performed by each Carrier shall be subject to:

- i. The provisions contained in this document;
- ii. the applicable tariff regulations;

iii. the Carrier's Conditions of Carriage and other applicable regulations, which form an integral part of this Contract (and which may be inspected at any of the Carrier's offices), except in the case of carriage between a point in the United States of America or Canada and a point outside those countries, where the applicable tariff regulations of those countries apply.

You should contact the Carrier for further information regarding the limits of liability applicable to your trip. If the passenger's journey involves carriage by more than one carrier, you should contact each carrier for information about its limits of liability.

You can obtain additional information about your contract of carriage and a copy of it from the carrier's points of sale. Many carriers post this information on their websites. To the extent required by applicable law, the passenger has the right to consult the full content of his or her contract of carriage at the airport and at the carrier's points of sale, and to receive a copy free of charge by mail or other distribution service from any carrier upon request.

## **4 - LEGAL FORMALITIES**

The passenger must comply with government travel regulations, present the exit, entry, or other required documents, and present himself/herself at the airport at the time specified by the Carrier or, if no time is specified, sufficiently in advance to allow boarding formalities to be completed.

You will not be able to travel unless you are in possession of all current documents required for travel, such as your passport, visa and vaccination certificates. Some government agencies may require your airline to provide or authorize access to passenger information.

## 4.1 - Boarding documents

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The documents required for boarding, including for children and adolescents, are

- A valid Brazilian passport and those provided for in Decree 5.978/2006.
- Children and adolescents accompanied by their parents or guardians must comply
  with the other requirements of the Statute of the Child and Adolescent and the
  National Council of Justice, as well as the regulations of the Juvenile Court of the
  place of embarkation. It is important to consult the guidelines of the Federal
  Police (DPF).
- Children and adolescents unaccompanied by their parents or legal guardians also need a judicial authorization (in addition to the other documents), in accordance with Resolution 131 of the National Council of Justice.
- In case of loss or theft, a new passport must be obtained. If you are abroad, go to the Brazilian embassy or other Brazilian diplomatic representation. In addition to these documents, the regulations of the National Council of Justice, the decisions of the Juvenile Court of the place of embarkation, and the guidelines of the Federal Police (DPF) must be observed.

# 4.2 - Before purchasing the ticket, the carrier must inform you in a summary and prominent manner:

- The total amount to be paid (ticket price plus taxes) in the national currency.
- Cancellation rules and contract modifications with possible penalties
- Stopover and connection times and any change of airport
- Checked baggage allowance rules and the amount to be paid for excess baggage
- Information that you will be denied access to the Security Restricted Area (SRA) and denied boarding the aircraft if you refuse to submit to a civil aviation security check under the responsibility of the airport operator.

#### 5 - TICKETS

According to ANAC Resolution 400, the ticket voucher is the proof of the transport contract between the carrier and the passenger. This voucher is given or sent by the airline to the passenger. It is worth noting that the full contract of carriage is usually available on the websites of the companies, containing all the clauses established by the carriers, which should be read by the consumers of the service.

The name of the carrier may appear in abbreviated form on the ticket, while the full name and its abbreviation appear in the carrier's tariffs, conditions of carriage, regulations or timetables. The Carrier's address is the departure airport indicated on the ticket before the first abbreviation of its name. The scheduled stopovers are those indicated on the Ticket or in the Carrier's timetable as regular stopovers in the passenger's itinerary. Carriage under the Ticket, even if it is to be performed by several successive Carriers, shall be considered as a single operation.

The Carrier issuing a Ticket for carriage on the lines of another Carrier acts only as its agent.

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The ticket is valid for carriage for a period of one year from the date of issue, unless a different period is specified on the ticket, in the Carrier's tariffs, conditions of carriage or applicable regulations. The fare for carriage under the Ticket may be changed prior to departure. The Carrier may refuse carriage if the applicable fare is not paid in full at the time of travel.

#### **5.1 Correction of Name on Ticket**

An error in the name or surname must be corrected free of charge by the Carrier at the request of the Passenger, provided that the request is made by the Passenger at the time of check-in.

## 5.2 Right to withdraw from the Ticket purchase

The passenger may cancel the purchase of a ticket free of charge within 24 hours of receipt of the ticket, provided that the purchase was made more than 7 days before the date of departure.

## 5.3 - Breach of contract and penalty for cancellation

- No penalty greater than the value of the ticket
- The ticket price and any airport or international taxes must be fully refunded to the passenger.
- The company must offer a ticket option with flexible rules that guarantees up to 95% refund.

#### 6 - BAGGAGE

Excess value may be declared for certain types of items. Carriers may have special rules for transporting fragile, valuable or damaged items. Check with your airline.

Restrictions on the carriage of certain items in carry-on or checked baggage on aircraft are designed to ensure the safety of air transportation by preventing the presence of items that could pose a danger to passengers and crew or be used as instruments of unlawful interference, such as blunt or penetrating objects, explosives, firearms, etc.

See below for guidelines on items that are considered dangerous goods, identified by labels or markings, and are not permitted to be carried by passengers unless otherwise specified. Carry-on or checked baggage containing the listed tags or markings will be refused at check-in.

This policy applies to shipments originating in Brazil. Check with your contracted airline for any restrictions imposed by other countries or requirements by other national authorities, such as health and agricultural agencies.

Items classified as dangerous goods may not be carried by passengers in carry-on or checked baggage. It is important to check with your contracted airline to determine if the item you are carrying is permitted, as some airlines are more restrictive than the regulations.

The final decision as to whether an item can be carried will be made by the airline or by the airport security officer who is in direct contact with the item.



Passengers must refuse to carry packages or objects received from unknown persons in their carry-on or checked baggage.

In case of suspicion regarding the contents of checked-in baggage, the passenger shall be asked to accompany the manual inspection of his/her baggage after the security check, either in person or by means of video. If the passenger does not appear to accompany the manual inspection of their baggage, it should be considered as suspect baggage.

## 6.1 - Checked baggage

Carriers may allow a free baggage allowance, which is determined by the carrier and may vary by class and/or route. Carriers may charge additional fees for checked baggage in excess of the free baggage allowance. Check with your airline.

Checked baggage is delivered to the bearer of the baggage tag. In the event of damage to baggage in international transportation, a claim must be made in writing to the carrier immediately upon discovery of the damage, but not later than 7 days after delivery. In case of delay, the claim must be made in writing to the carrier within 21 days from the date of delivery of the baggage. For non-international carriage, please refer to the applicable fare rules or conditions of carriage.

# **6.1.1** - Measures to be taken in the event of loss, damage, or tampering with baggage

- In the event of loss, passengers must file a claim immediately.
- The time limit for returning lost baggage has been reduced from 30 to 7 days for domestic flights and to 21 days for international flights.
- If the airline doesn't find the baggage within this period, it has up to seven days to pay the compensation due (currently there is no deadline).
- In the event of damage or injury, the passenger has up to seven days to file a complaint.
- The airline must repair the damage or replace the baggage within seven days of the complaint. It must also compensate for the violation within the same seven days.

#### 6.2 - Unchecked baggage

The Carrier may authorize a free allowance for carry-on baggage, which is determined by the Carrier and may vary according to class, route and/or type of aircraft. It is recommended that hand baggage be kept to a minimum. Check with your airline. If you are traveling with more than one airline, each airline may have different baggage rules (checked and carry-on).

### 7 - CHECK-IN AND BOARDING

The time shown on the itinerary/receipt is the departure time of the aircraft. The departure time of the aircraft is not the check-in time or the time at which the passenger must be present at the boarding gate. The airline may deny boarding to a passenger



who arrives late. The check-in times specified by your Carrier represent the maximum time at which passengers may be accepted for travel; the boarding times specified by the Carrier represent the maximum time at which passengers must present themselves at the boarding gate.

## 7.1 - Denied boarding

Flights may be overbooked and there may not be a seat available on the flight, even if you have a confirmed reservation. In most cases, if you are involuntarily denied boarding, you are entitled to compensation. Where required by law, the airline must ask for volunteers before involuntarily denying boarding. Ask your carrier about its denied boarding compensation (DBC) policy and boarding priorities.

The Carrier reserves the right to refuse carriage to any person who has purchased a ticket in violation of applicable law or the Carrier's tariff, rules or procedures.

## 7.2 - Financial compensation for denied/preferred boarding

- The Airline must compensate the passenger who presented himself in time and was denied boarding.
- The airline must immediately pay the passenger financial compensation, which may be by bank transfer, voucher or cash, of 250 DES\* for domestic flights and 500 DES\* for international flights, in addition to other assistance provided for in the regulations.

### 7.3 - No automatic cancellation of the return flight

Failure by the passenger to show up for the first leg of a return flight will not result in the automatic cancellation of the return flight, provided that the passenger notifies the Airline by the time originally contracted for the outward flight.

## 8 - DELAYS AND CANCELLATIONS

In the event of flight delays and cancellations, passengers who present themselves for boarding are entitled to material assistance, including communication, food and lodging. These measures are intended to minimize passengers' discomfort while waiting for their flight and to meet their immediate needs. Please note, however, that no assistance will be provided if the change of flight is due to the closure of borders or airports by order of the authorities.

## 8.1 - Scheduled changes by the Carrier

Passengers must always be informed of scheduled changes:

• If the change is made less than 72 hours before the time of the flight, or more than 30 minutes (domestic flights) or 1 hour (international flights) after the time of the flight originally scheduled, and if the passenger does not accept it, the airline must offer re-routing on a similar airline, free of charge, or a full refund.



• If the Airline does not give notice in time to prevent the passenger from arriving at the airport, it must provide material assistance and re-route the passenger on its own flight or that of another carrier at the earliest opportunity.

## 8.2 - Material assistance in the event of flight delays and cancellations

Material assistance consists of

- The right to communication after one hour of delay, to meals after two hours of delay, and to the following alternatives after four hours of delay, at the passenger's choice: re-accommodation, full reimbursement or re-routing by other means of transportation.
- The right to material assistance (communication, food and accommodation)
  cannot be suspended in cases of force majeure (such as bad weather leading to
  the closure of the airport) or unforeseeable circumstances.

#### 9 - REFUNDS

Ticket refunds are subject to specific rules available at the point of sale.

To request a refund on your ticket, you must go to the place/country where you purchased your ticket. However, if you purchased your ticket in Luanda, the refund request must always be made at the company's headquarters.

For canceled flights, you will be entitled to a full or partial refund of the amount paid, depending on the route used. In this case, no administrative fees will be charged.

If you miss your flight, you will be entitled to a full or partial refund, depending on the route and fare type. However, administrative and no-show fees will apply.

Request a full refund, free of charge, within 24 hours of receiving proof of purchase and at least 7 days prior to travel.

Refunds will be made according to the fare rules of the ticket. The refund period is determined by the legislation in force.

### 9.1 - Refund deadline

- At the passenger's request, the ticket must be refunded or reversed within 12 months of the request.
- Refunds may also take the form of a credit towards the purchase of a new ticket, subject to the passenger's consent.

## 10 - INVOICING AND EXCHANGE RATE

When you make a purchase on the Site, the corresponding charge will be made to your credit card or other established form, subject to authorization by the issuing bank.



For credit card transactions in foreign currency, the amount charged to your account may vary depending on the exchange rate policy of your bank. When using Brazilian credit cards, check the IOF rates with your credit card company.

#### 11 - SECURITY MEASURES

## 11.1 - Passenger in custody

The transportation by air of a passenger under judicial supervision must be coordinated in advance between the police department in charge of the escort, the airport administration, the airline company and the Federal Police at the airport, in order to establish, according to the needs of the escort, special security measures and procedures for boarding and disembarking, as well as onboard conduct.

The Airport Administration and the Federal Police, in coordination with the Airline, must make discrete arrangements for the detainee's access to the aircraft, avoiding inconvenience to other passengers, in accordance with the provisions of the PSA and the PSOA.

Detainees must board before other passengers and disembark after other passengers have disembarked, and must be seated at the rear of the passenger cabin, away from emergency exits, in rows of two or more seats, with at least one escort police officer between them and the aisle;

The escort must be known to the captain of the aircraft and the cabin crew, with their respective seats indicated, and must have a minimum ratio of two police officers for each detainee.

## 11.2 - Unruly passengers

A passenger who does not respect the rules of conduct at an airport or on board an aircraft, or who does not follow the instructions of airport staff or crew members, will be considered an unruly passenger.

The Company reserves the right to take the following actions to ensure the safety of the flight and the civil aviation system

- Preventing boarding and notifying the airport police authorities.
- During the flight, forcing the passenger to disembark at the most appropriate airport according to the flight risk assessment made by the captain of the aircraft.
- Other measures are taken by the police depending on the seriousness of the offense.

# 11.3 - Carriage of firearms and ammunition

Except in the cases provided for by international treaties, conventions and agreements, the carriage of armed passengers on flights to or from foreign countries is prohibited and



the carriage of firearms and ammunition must be carried out in accordance with the procedures provided for the carriage of firearms and ammunition.

The transportation of firearms must be restricted to authorized government officials, taking into account aspects of necessity, flight safety and civil aviation security, in accordance with ANAC regulations and in coordination with the Federal Police. For further information, please consult the brochure on the carriage of armed passengers and firearms.

Passengers wishing to board in this condition must inform ANAC in advance and present themselves at least two hours before departure.

If a firearm is transported, it must be disassembled, disarmed and placed in a case suitable for transportation, after the boarding authorization has been granted by the Federal Police on presentation of the transit permit (traffic guide) issued by the Armed Forces Command.

The maximum amount of ammunition allowed to be transported is 5 kilos per passenger.

In addition to the above procedures, passengers traveling to or transiting through Angola must also carry a written authorization from the Angolan Ministry of the Interior.

## 11.4 - Armed passengers

Passengers carrying firearms and ammunition on civil aircraft are only allowed on board by public security agents. The regulations take into account aspects such as necessity, operational security and the security of civil aviation against acts of unlawful interference.

The embarkation of passengers carrying firearms on board aircraft is restricted to public officials who have the cumulative right and need to carry a firearm for official reasons,

to have access to the weapon between entering the departure lounge at the origin airport and arriving at the arrival area at the destination airport.

There are four hypotheses:

- Escorting an authority or witness;
- Escorting a passenger in custody;
- Carrying out surveillance techniques;
- Journeys in which they must be armed in order to carry out the mission for which
  they were called upon landing. In the case of Federal Police officers, the
  conditions for authorizing armed boarding are established in accordance with the
  requirements and procedures established by the Federal Police.

The boarding of an armed passenger must be authorized by the PF unit present at the airport or in charge of the aerodrome.

## 11.5 - Prohibited items



Due to international regulations and in order to ensure the safety of our customers, there are various restrictions on the items that can be carried in baggage.

Dangerous goods are items or substances that may pose a health or safety risk to passengers. The transportation of these items is controlled by civil aviation regulations. They are generally not allowed in carry-on or checked baggage, with some exceptions.

For safety reasons, we cannot accept personal motorized vehicles, such as hoverboards, mini Segways, and smart or self-balancing bicycles, on our flights. We also cannot accept them as checked or carry-on baggage because they contain lithium batteries.

The National Civil Aviation Agency (ANAC) provides a sample list of prohibited and permitted items for shipments originating in Brazil on its "What can I carry? To check for restrictions imposed by other countries or requirements of other national authorities (such as health and agricultural agencies), please contact your contracted airline.

#### 12 - FINAL PROVISIONS

All the above provisions may be modified in accordance with the legislation in force at the time of the contract.

This contract was originally written in Portuguese and may be translated into other languages. In the event of a difference in interpretation between the original Portuguese version and the other translations, the Portuguese version shall prevail.





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