

## **Important Notice**

You cannot travel if you do not have all required travel documents, such as passport and visa.

Governments may require your carrier to provide information on or permit access to passenger data.

**Denied boarding:** Flights may be overbooked, and there is a slight chance that a seat will not be available on a flight even if you have a confirmed reservation. In most circumstances, if you are denied boarding involuntarily, you are entitled to compensation. When required by applicable law, the carrier must solicit volunteers before anyone is denied boarding involuntarily. Check with your carrier for the complete rules on payment of denied boarding compensation (DBC) and for information on the carrier's boarding priorities.

**Baggage:** Excess valuation may be declared on certain types of articles. Carriers may apply special rules for fragile, valuable, or perishable articles. Check with your carrier. **Checked baggage:** Carriers may permit a free checked baggage allowance, which is set by the carrier and may differ by class and/or route. Carriers may apply extra charges for checked baggage in excess of their permitted allowance. Check with your carrier. Cabin (Unchecked) Baggage: Carriers may permit a free cabin baggage allowance, which is set by the carrier and may differ by class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Check with your carrier. If more than one carrier is providing the transportation for your journey, each carrier may apply different routes on baggage (both checked and cabin). Special Baggage liability limitations for US travel: For domestic travel wholly between US points, federal rules require any limit on a carrier's baggage liability to be at least USD3300.00 per passenger, or the amount currently mandated by 14CFR 254.5.

**Check-in times:** The time shown on the itinerary/receipt is the departure time of the aircraft. Flight departure time is not the same as the time you must check-in or the time you must be available for boarding. Your carrier may refuse your carriage if you are late. Check-in times, as adviser by your carrier, are the latest times at which passengers can be accepted for travel; boarding times, as adviser by your carrier, are the latest times at which passengers must present themselves for boarding.

## **Notice of liability limitations**

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay.

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

- 1. There are no financial limits in respect of death or bodily injury.
- 2. In respect of destruction, loss of, or damage or delay to baggage, 1.131 Special Drawing Rights (approximately EUR1.200; USD1.800) per passenger in most cases.
- 3. For damage occasioned by delay to your journey, 4.694 Special Drawing Rights (approximately EUR5.000; usd7.500) per passenger in most cases.

EC Regulation No. 889/2002 requires European Community carriers to apply the provisions of the Montreal Convention limits to all carriage by them of passengers and their baggage by air. Many non-European Community carriers have elected to do so in respect of the carriage of passengers and their baggage.

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16.600 Special Drawing Rights (approximately EUR20.000; USD20.000) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8.300 Special

Drawing Rights (approximately EUR10.000; USD10.000) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than USD75.000.

- 2. 17 Special Drawing Rights (approximately EUR20; USD20) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR400; USD400) for unchecked baggage.
- 3. The carrier may also be liable for damage occasioned by delay.

# Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

**Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. **Baggage claims:** Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

#### **Notice**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments (the Warsaw Convention system), may apply to the entire journey, including any portion thereof within a country. For such passengers, the applicable treaty, including special contracts of carriage embodied in any applicable tariffs, governs and may limit the liability of the carrier.

#### **Conditions of Contract**

- As used in this contract "Ticket" means the "Passenger Ticket and Baggage Check", or the "Itinerary/Receipt", if applicable, in case of an electronic ticket, of which these conditions and the notices from part. "Carriage" is equivalent to "transportation", "Carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage. "Electronic Ticket" means the itinerary/receipt issued by or on behalf of carrier, the electronic coupons and, if applicable, a boarding document. "Warsaw Convention" means the convention for the unification of certain rules relating to international carriage by air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.
- Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "International carriage" as defined by that Convention.
- To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (I) provisions contained in the ticket, (II) applicable tariffs, (III) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier) except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
- Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the firt abbreviation

of carrier's name in the ticket; the agreed stopping places are those places set forth in the ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.

- An air carrier issuing a ticket or checking baggage for carriage over the lines of another air carrier does so only as its agent.
- Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is user by carrier for carriage and its agents, servants and representatives.
- Checked baggage carried hereunder will be delivered to the bearer of the baggage check. In case of damage to baggage moving in international transportations complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within 7 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.
- The ticket is good for carriage for one year from date of issue, except as otherwise provided in the ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
- Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.
- Passenger shall comply with all Government travel requirements, present all exit, entry
  and other required documents and arrive at the airport by the time fixed by carrier or, if
  no time is fixed, early enough to complete departure procedures.
- No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.
- Refund of the ticket is subject to specify regulations, available at issuing agent office.

Carrier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carrier's tariffs, rules or regulations.

### Notice of contract terms incorporated by reference

- 1. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions, related rules, regulations and policies and any applicable tariffs.
- 2. If your carriage is by more than one carrier, different conditions, regulations and any applicable tariffs may apply for each carrier.
- 3. The conditions, regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.
- 4. The conditions may include, but are not restricted to:
  - Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
  - Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
  - Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
  - Application of the carrier's conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.

- Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.
- Rules about reconfirmations or reservations; check in times; the use duration and validity of air transportation services; and the carrier's right to refuse carriage.
- Rights of carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.
- Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.
- 5. You can obtain more information about your contract of carriage, and find out how to request a copy, at places where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract of carriage at the carrier's airport and sales offices, and upon request, to receive a copy by mail or other delivery service from each carrier free of charge.
- 6. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.