

**Notice: For travel under this ticket the Montreal Convention or the Warsaw Convention may be applicable and these Conventions limit the liability of carriers in respect of loss of or damage to baggage and for delay. In the case of death and bodily injury no financial limits apply under the Montreal Convention and for European Community carriers; for damage up to the equivalent of 100.000 SDR carriers are liable regardless of negligence. See also notices headed "Advice to Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations".**

### **Conditions of Contract**

1. As used in this contract "ticket" means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in the 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. "Montreal Convention" or "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Montreal, 28 May 1999, at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.

### **2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Montreal Convention or by the Warsaw Convention.**

3. 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 there of to which tariffs in force in those countries apply.

4. 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 first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this 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.

5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.

6. 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 used by carrier for carriage and its agents, servants and representatives.

7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation, complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of delay complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this 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.

9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch.

10. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

### **Advice to passengers on limitation of liability**

The Montreal Convention or the Warsaw Convention 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 for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;

2. In the case of destruction, loss of, or damage or delay to baggage, 1,000 Special Drawing Rights (approximately EUR 1,230) and, if the value of your baggage is greater than this limit, you should inform the carrier at check-in or ensure that it is fully insured prior to travel;

3. In the case of delay to your journey, 4,150 Special Drawing Rights (approximately EUR 5,100).

All operations by European Union carriers according to European Community Regulation (EC) No 889 / 2002 are subject to the provisions of the Montreal Convention.

Check with your carrier for more information.

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

1. 16,600 Special Drawing Rights (approximately EUR 20,000) for death or bodily injury if the Hague Protocol to the Convention applies, or 8,300

Special Drawing Rights (approximately EUR 10,000) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits.

2. 17 Special Drawing Rights (approximately EUR 20) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (Approximately EUR 400) for unchecked baggage.

3. The carrier may also be liable for damage occasioned by delay.

Special Drawing Rights are not used to express limits of liability for all journeys to which the Warsaw Convention applies. In those cases, the limits of liability calculated under the Warsaw

Convention may be different. Please refer to the tariffs, conditions of carriage or related regulations of your carrier.

Further information may be obtained from the carrier as to which Convention applies to your journey; and if your journey involves carriage by different carriers, you should contact each of them for information on the limits of liability applicable to them.

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 a supplementary fee, or by purchasing additional insurance.

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.

This notice conforms to the requirements of European Community Regulation (EC) No 889/2002.

### **Notice of baggage liability limitations**

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately U.S. \$ 9.07 per pound (U.S. \$ 20.00 per kilo) for checked baggage and U.S. \$ 400.00 per passenger for unchecked baggage. For travel wholly

between U.S. points, Federal rules require any limit on an airline's baggage liability to be at least U.S. \$ 2,500.00 per passenger. Excess valuation may be declared on certain types of articles.

Some carriers assume no liability for fragile, valuable or perishable articles. Further Information may be obtained from the carrier.