

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

ARTICLE 1. DEFINITIONS

1.1. Expressions used in these General Conditions of Carriage for Passengers and Baggage (hereinafter – the Conditions, Conditions of Carriage) have the following meaning:

1.1.1. “We”, “our”, “ourselves”, and “us” means Small Planet Airlines UAB, Small Planet Airlines s.r.l., Small Planet Airlines AS or Small Planet Airlines SP. z o.o.

1.1.2. “You”, “your”, and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft, named in the ticket or the List of Passengers (see also definition for “Passenger”).

1.1.3. “BAGGAGE” means the property accompanying you in connection with your trip. Unless otherwise specified, it consists of both checked and unchecked Baggage.

1.1.4. “BAGGAGE CHECK” means the document which confirms carriage of your checked Baggage.

1.1.5. “BAGGAGE IDENTIFICATION TAG” means a document issued during check-in of the Baggage and used for marking and identifying each portion of your checked Baggage.

1.1.6. “TICKET” means a material or immaterial (electronic) document that entitles you to travel on a certain flight and is an integral part of the Conditions of Contract conditions (see also definition for “Conditions of Contract”).

1.1.7. “DAYS” mean calendar days.

1.1.8. “PROHIBITED ITEMS” mean items that can be used to perform unlawful acts or the items that have not been properly declared according to the valid legal acts and rules or that are prohibited by legislation to be carried on an aircraft or by passengers or in unchecked baggage to be brought on board of an aircraft or to a controlled zone or to be carried in the checked Baggage.

1.1.9. “PASSENGER COUPON” means the part of the Ticket that leaves to you after the journey and which should be retained by you.

1.1.10. “PASSENGER” means any person except members of the crew, carried or to be carried in an aircraft, pursuant to the Ticket and/or the List of Passengers (see also definition for “you”, “your”, and “yourself”).

1.1.11. “A LIST OF PASSENGERS” means a list of Passengers provided to us by the Client for a certain flight performed under the agreement entered into with the Client together with the list of persons who have separately publicly acquired Tickets for the particular flight.

1.1.12. “TRAVEL DOCUMENTS” mean the passport or ID card, invitation, visa, insurance, and other documents which are necessary for the relevant trip.

1.1.13. “CONVENTION” means any of the following applicable documents and their annexes:

- The Convention for Unification of Certain Rules related to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- The Warsaw Convention as amended at the Hague on 28 September 1955;
- The Warsaw Convention as amended by the Additional Protocol No. 1 in Montreal (1975);
- The Warsaw Convention as amended at the Hague and by Additional Protocol No. 2 in Hague and Montreal (1975);
- The Warsaw Convention as amended by Additional Protocol No. 4 (1975) in Hague and Montreal;
- The Guadalajara supplementary Convention (1961) (Guadalajara);
- The Convention for Unification of Certain Rules related to International Carriage by Air, signed in Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention);
- Tokyo Convention on Offences and Certain Other Acts Committed on Board of the Aircraft signed in 1963;
- Chicago Convention of International Civil Aviation (ICAO) signed on 7 December 1944.

1.1.14. "COUPON" means a paper flight coupon and/or an electronic coupon, each of which entitle the named Passenger to travel on a certain flight identified on it.

1.1.15. "FORCE MAJEURE" means special circumstances which could not have been predicted or avoided and the consequences of which could not have been evaded even if all reasonable measures were taken.

1.1.16. "UNLAWFUL ACT" means unlawful actions (action or omission to act) or attempts to perform such actions, which pose a threat to the safety of civil aviation, air transport, life or health of people, and other well-being protected by law. Furthermore, it means actions which, regardless of whether they constitute unlawful acts or not, may result or result in danger for the safety of the aircraft and the people or property on board the aircraft, or pose a threat to the order and/or discipline on board the aircraft.

1.1.17. "UNCHECKED BAGGAGE" means any of your Baggage other than the checked Baggage that you take with you on board the aircraft.

1.1.18. "AIRLINE DESIGNATOR CODE" means the two characters or three letters which identify certain air carriers.

1.1.19. "CHECK-IN DEADLINE" means the time limit by which you must have completed check-in formalities and received your boarding pass.

1.1.20. "CHECKED BAGGAGE" means Baggage of which we take custody in the Baggage hold of the aircraft and for which we have issued a Baggage Check.

1.1.21. "FLIGHT COUPON" means that part of the Ticket that bears the words "Good for Passage". In the case of an electronic Ticket this means an electronic Coupon. The Flight Coupon specifies the places of your departure and destination.

1.1.22. "SDR" means a Special Drawing Right, a unit of currency that is the official unit of exchange of the International Monetary Fund.

1.1.23. "CONDITIONS OF CONTRACT" mean conditions stipulated or provided together with your Ticket and/or these Conditions of Carriage. The specification on the Ticket "Subject to Conditions of Contract" means reference to these Conditions of Carriage.

1.1.24. "STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

1.1.25. "CARRIAGE" means Carriage of Passengers and/or Baggage by air.

1.1.26. "CLIENT" means a person/entity with which we have entered into a Charter Flight or a Block Seat Agreement.

1.1.27. „DAMAGE" means death or bodily injury of a Passenger, partial or total loss of the Baggage, including theft from the Baggage, arising out of or in connection with Carriage or other services performed by us.

ARTICLE 2. APPLICABILITY

2.1. GENERAL

2.1.1. Except as provided in Articles 2.2 and 2.3, these Carriage Conditions of Small Planet Airlines UAB, Small Planet Airlines s.r.l, Small Planet Airlines AS and Small Planet Airlines SP. z o.o. apply to the flights where our name or Airline Designator Code is indicated in the Ticket.

2.2. OVERRIDING LAW

2.2.1. If these Conditions of Carriage or parts thereof contravene the applicable law, the law shall prevail.

2.2.2. If any of the provisions of these Conditions of Carriage expire, become invalid, or not mandatory, this will not effect or prejudice the validity, legality, and mandatory nature of other provisions of these Conditions of Carriage.

2.3. CONDITIONS OF CARRIAGE PREVAIL OVER REGULATIONS

2.3.1. Except as otherwise provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations dealing with the issues discussed in these Conditions of Carriage, these Conditions of Carriage shall prevail.

ARTICLE 3. TICKETS

3.1. GENERAL

3.1.1. We will provide Carriage only to the Passenger named in the Ticket and/or the List of Passengers. During check-in flight you must provide your identity so that we can identify that you are the person named in the Ticket and/or the List of Passengers. If we have information that your Ticket may have been acquired unlawfully, we reserve the right to request you to submit additional details or information related to the acquisition of your Ticket.

3.1.2. Tickets purchased are not transferable. Only the person named on the Ticket is permitted to travel using the Ticket. The Ticket is non-refundable, i.e., the Passenger may not return his Ticket to us and request a refund.

3.1.3. You will not be allowed to travel if you fail to provide a valid Ticket (confirmation of reservation) for a certain flight and a valid identity document and, in the case of an electronic Ticket, your data regarding the acquisition of the Ticket is not available in the electronic ticketing database.

3.1.4. The Ticket is a valuable document and you should take appropriate measures to safeguard it and ensure it is not lost, stolen or damaged. This provision is not applicable to an electronic Ticket.

3.2. PERIOD OF VALIDITY

3.2.1. The Ticket is valid only for the flight dates specified in the Ticket.

3.2.2. Tickets issued by the Client are valid provided that the Client pays us for the certain charter flight or the block seats and duly fulfils all the other obligations under the contract we have entered into.

3.3. THE USE OF COUPONS

3.3.1. The Ticket you have purchased is valid only for the Carriage as shown on the Ticket Coupon(s), from the place of departure to the final destination and only for Carriage in the flight class only on the date and on the flight, which reservation is for. 3.3.2. If you fail without an advance notice to us to arrive for your flight, we may revoke other flights on your order i.e. seats reserved for you on those flights. If you give an advance notice to us about your failure to arrive for the flight, we will not cancel your subsequent flight reservations, but in such case conditions laid down in Articles 3.3.3 and 3.3.4 will apply.

3.3.3. If you wish to make any changes to the Ticket according to the tariff applied to your Ticket, you should contact the authorised representative who issued the Ticket to you or us, if we issued you the Ticket directly, in advance.. You may be asked to pay an administrative fee for any changes to the Ticket and, in case you change the flight date and there is no vacant seat on the flight requested by you at the same tariff as yours, you will have to pay the price difference as well.

3.3.4. Please note that no change of the flight route is allowed.

3.4. NAME OF THE CARRIER

3.4.1. Instead of our name on the Ticket, our Airline Designator Code or an abbreviation of our name may be specified. You can request the information about us from the Client and/or find it on our website www.smallplanet.aero. The airline, that name, Airline Designator Code or an abbreviation is indicated on the ticket shall be held responsible for the flight.

ARTICLE 4. FARES, TAXES, FEES AND CHARGES

4.1. FARES

4.1.1. Fares apply only for Carriage from the departure airport to the destination airport, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your travel price will be calculated in accordance with our tariffs applied for the date and route indicated in the ticket on the day your reservation is done. Change of your travel date may affect ticket price and cause additional fees charged by us.

4.2. TAXES, FEES, AND CHARGES

4.2.1. When purchasing the Ticket, additional taxes, fees, and charges imposed by government or other authority, or by the operator of an airport (e.g., airport fees) shall be payable by you. At the time you purchase your Ticket you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. Fees and charges imposed on Carriagemay, however, change. If there is an increase in a tax, fee or charge or a new tax, fee or charge is imposed after the date of Ticket issuance, you will be obliged to pay the difference between the amount of the tax, fee or charge paid by you and the increased tax, fee or charge or make an additional payment of newly imposed tax, fee or charge.

4.3. CURRENCY

4.3.1. Fares, taxes, fees, and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or the Client during the payment or prior to payment.

ARTICLE 5. RESERVATIONS

5.1. RESERVATION REQUIREMENTS

5.1.1. We, our authorised representative or the Client make reservations for the flights. If reservations are made by the Client, he provides us with the Lists of Passengers in accordance with the certain agreement entered into between us and the Client.

5.1.2. We or our authorised representative may request an additional administrative payment for the issue, change of the Ticket or the provision of the related services thereof.

5.1.3. If you failed to pay for the Ticket by the date specified by us or our authorised representative, we have a right unilaterally and without any prior notice to cancel your reservation for the flight.

5.2. PERSONAL DATA

5.2.1. You agree that your personal data provided to us will be used for the following purposes related to your travel: seat reservation and Ticket issue, provision of Carriage, and other related services, bookkeeping, accounting, and auditing purposes, migration and boarder control purposes, as well as security, health and safety, administrative, legal, and statistical purposes, marketing analysis, system testing, maintenance and development purposes, customer care purposes, purpose of assistance for us in concluding future transactions with you, and direct marketing and market research.

5.2.2. We may and, in the cases established by the laws, must provide your personal data to competent state authorities.. You also give us the right to store and use your personal data for the purposes stipulated in Article 5.2.1 as well as transfer it to our affiliates, agents, state authorities, other carriers, providers of additional services (e.g., banks and other credit institutions) and the service, specified in Article 5.2.1, providers in any country of the world.

5.3. SEATING

5.3.1. We cannot guarantee any particular seat to you in the aircraft. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. For example, this may be necessary for government regulatory, operational, safety or security reasons.

ARTICLE 6. CHECK-IN AND BOARDING

6.1. Check-in deadline is 40 minutes prior to the departure of the flight, unless the rules of the relevant airport or applicable legislation provide that check-in deadline is even earlier. Your journey will be smoother if you have enough time for check-in and other departure procedures. We reserve the right to cancel your flight reservation and refuse to carry you without providing any compensation if you fail to comply with the check-in deadlines indicated. You will be considered checked-in for the flight when a boarding pass is issued to you.

6.2. You must be present at the boarding gate not later than 30 minutes prior to the beginning of the flight. Information about your boarding gate is available from the airport information service. Make sure you follow the airport information about the time it may take for you to reach a respective boarding gate. If you arrive at your boarding gate later than specified in this sub-paragraph, you will not be permitted on board the aircraft and will not receive any compensation.

6.3. We may cancel your seat reservation if you fail to be present at the boarding gate in time. After the boarding gate is closed, your boarding an aircraft is impossible.

6.4. We assume no liability for any loss or expenses incurred due to your failure to comply with the provisions of this article, i.e. if you failed to be present at check-in or at the boarding gate on time.

ARTICLE 7. REFUSAL AND LIMITATION OF CARRIAGE

7.1. RIGHT TO REFUSE CARRIAGE

7.1.1. If we have notified you in writing that we are refusing to carry you on all our flights due to your misbehaviour on board or for any other reasons stipulated in international and national law, including cases of unlawful acquisition of Tickets, we may unilaterally refuse to carry you and your Baggage after the date of such notice. If you have received a notification about our refusal to carry you on our flights, you have no right to travel on our flights. If during the period of refusal specified in the notification you attempt to travel on our flights, we will refuse to carry you without your consent and the money for the Ticket will not be refunded.

7.1.2. We may also refuse to carry you or your Baggage in the cases stipulated in these Conditions of Carriage or if one or more of the following have occurred or we reasonably believe may occur:

7.1.2.1. such action is necessary in order to comply with the requirements of applicable law;

7.1.2.2. the Carriage of you and your Baggage may endanger or effect the safety, health or comfort of other Passengers or crew or endanger our and our Passengers' property;

7.1.2.3. your mental, emotional, or physical condition, including your alcohol or drugs, may endanger or effect the flight safety, aviation safety, yourself, Passengers, crew, our and our Passengers' property or result in discomfort or prevent the crew from performing their duties;

7.1.2.4. you have committed misconduct on a previous flight and/or you have been arranged for violation of aviation safety and we believe that such conduct may repeat; 7.1.2.5. you have refused to submit to a security check or refused your belongings to be checked, or you avoid such checks;

7.1.2.6. you carry Prohibited Items;

7.1.2.7. you have not paid applicable fare, taxes, fees or charges related with the Tickets;

7.1.2.8. you have threatened, abused or insulted another Passenger, ground operation agent or a member of the crew or opposed the actions of ground operation agents or crew members;

7.1.2.9. you have failed to follow legitimate requirements related, for instance, with safety and security, of our ground handling agents and members of the crew;

7.1.2.10. during check-in, boarding and/or the flight you have endangered other Passengers, ground operation agents and members of the crew ;

7.1.2.11. you do not appear to have and/or fail to surrender upon request your valid personal documents visa, you may seek to enter a country through which you may be in transit or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew when so requested, or if we have reasonable grounds to believe that you will not be permitted to enter the country of your destination or any other country through which you may be in transit; 7.1.2.12. you cannot prove that you are the person named in the Ticket or on the List of Passengers;

7.1.2.13. you present a Ticket that has been issued unlawfully or you present a Ticket that has been reported as being lost or stolen or you present a Ticket that is counterfeited or damaged and it is not possible to identify the required data or you present a Ticket that has not been issued or replaced by us or our authorised representatives.

7.2. RIGHT TO REFUSE CARRIAGE WHEN THERE IS REASONABLE GROUND TO BELIEVE THAT THE PASSENGER ACQUIRED THE TICKET UNLAWFULLY

If the Ticket has been paid electronically by a bank card that belongs to another person, we have the right to cancel your reservation for the flight and/or refuse to carry you, if:

7.2.1. we suspect that the Ticket has been acquired unlawfully using a bank card that belongs to another person and at check-in or upon our prior request, i.e. prior to the flight for which you have acquired the Ticket, you refuse or cannot specify the personal data of the owner of the bank card (first name, surname, and place of residence), the price of the Ticket, and other circumstances related to the acquisition of the Ticket;

7.2.2. the Ticket has been acquired using a bank card that belongs to another person and you specified the personal data of the owner of the bank card (first name, surname, and place of residence), the price of the Ticket, and other circumstances related to the purchase of the Ticket,

but refuse to sign an obligation to compensate us for the price of the Ticket(s) and any other loss arising therein, if it occurs that the Ticket has been unlawfully acquired using a bank card that belongs to another person;

7.2.3 it is known that the Ticket has been acquired unlawfully using a bank card that belongs to another person, i.e. the owner of the card or the bank that has issued the card used for purchasing the Ticket informs us that his bank card has been used without the knowledge of the owner or by other unlawful means.

CAUTION: If the Ticket(s) has(ve) been unlawfully acquired using a bank card that belongs to another person, we will always report this to the relevant law enforcement authorities.. We take no responsibility for any of your losses if, as prescribed in the law, at the place of check-in you are detained by the law enforcement authorities. Any loss arising from your unlawful actions will be claimed from you under the applicable law.

7.3. SPECIAL ASSISTANCE

7.3.1. Acceptance for Carriage of unaccompanied children, incapacitated person, pregnant women, persons with illnesses or other people that require or may require special assistance is subject to prior arrangement with us or the Client prior to the purchase of the Ticket and the Client, prior to selling a Ticket to such Passenger must receive our confirmation. At your request, we and/or our Client will provide all the information about our requirements and the services we provide.

ARTICLE 8. BAGGAGE

8.1. BAGGAGE ACCEPTED FOR CARRIAGE

8.1.1. Baggage accepted for Carriage must comply with the limitations for the size and weight of the Baggage. You may carry 20 kg (twenty kilograms) of Checked Baggage and 5 kg (five kilograms) of Unchecked Baggage. Special equipments (e.g., skis, windsurfing board) and animals shall be charged special charges approved by us. Information about the limitations to the size and weight of the Baggage, requirements for special Baggage, and special charges you can find in our website or ask the Clients.

8.2. EXCESS BAGGAGE OR NON-COMPLIANCE WITH SIZE LIMITATIONS

8.2.1. If the weight of your Baggage exceeds the weight limits for Checked Baggage, we have the right (without assuming any liability) to refuse to carry such Baggage or accept to carry the Baggage (or part thereof) if you pay additional fee for excess Baggage. All information about the fees for excess Baggage will be provided to you by us or the Client.

8.2.2. If the size of your Baggage does not comply with our size limitations we have the right (without assuming any liability) to refuse to carry such Baggage.

8.3. ITEMS PROHIBITED ON BOARD OF THE AIRCRAFT (as items carried by the Passengers or as Baggage)

8.3. Prohibited items:

8.3.1.1. The following items are prohibited from being carried in Unchecked Baggage or on board of the aircraft:

- a) firearms and non-firearm weapons and ammunition: all items which are suitable or appear to be suitable for firing a projectile or items which can cause injury;
- b) stun or shock devices: devices intended for stunning or causing immobility of an individual;
- c) items with sharp ends or edges: items with sharp end or edges which may endanger the safety of the aircraft or individuals (injure individuals) or property on board the aircraft;
- d) work tools: tools which may endanger the safety of the aircraft or individuals (injure individuals) or property on board the aircraft;

- e) blunt items whose impact may endanger the safety of the aircraft or individuals (injure individuals) or property on board the aircraft;
- f) liquids: the concept of liquids includes gels, pastes, lotions, mixes of liquid and solid substances, and the content of hermetically sealed containers, e.g. toothpaste, hair styling gel, beverages, soups, syrups, perfumes, shaving foam, aerosols, and other products of similar texture;
- g) explosives and incendiary substances and incendiary devices which may endanger or seemingly endanger the aircraft or people or property on board the aircraft, as well as other items which may not be carried in Checked Baggage (Article 8.3.1.2).

8.3.1.2. The following items are prohibited from being carried in Checked Baggage:

- a) explosives and incendiary substances and incendiary devices which may endanger or seemingly endanger the security of the aircraft or individuals or property on board of the aircraft, including, but not limited to, firearms and ammunition, unless these satisfy the requirements of Articles 8.3.2 and 8.3.3, blasting caps, detonators and fuses, mines and other explosive military stores, fireworks and other pyrotechnics, smoke generating canisters and cartridges, dynamite, powder and plastic explosives;
- b) items the Carriage of which is prohibited by the applicable laws and other regulations of the country of origin or destination;
- c) items which, considering the type of the aircraft, are unsuitable for Carriage due to their weight, size, form or other characteristics that may endanger security and safety;
- d) other items which are likely to endanger the security of the aircraft or persons or property on board of the aircraft and are specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for Safe Transport of dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, Regulation No. 185/2010 of the Commission, and in our rules that you may familiarise yourself with asking the Client or in our website.

Aviation security officers may refuse to admit a Passenger in the limited access area and/or aircraft cabin who is carrying a suspicious looking item or refuses to carry such an item as Checked Baggage.

8.3.2. Firearms and ammunitions can be carried only as Checked Baggage. Firearms must be unloaded (with the ammunitions not loaded in the firearms and separated from the case containing the firearm), with a safety mechanism, and suitably packed (in a special case). Carriage of firearms and ammunition is subject to ICAO and IATA regulations specified in Article 8.3.1.2(d) and applicable legislation. The firearms carried on board the aircraft must be declared to the services registering Passengers of civil aviation companies.

8.3.3. Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, provided this does not violate safety and security requirements and are suitably packed. However, these items are prohibited from carrying in the cabin of the aircraft.

8.3.4. You must not include in your Checked Baggage fragile or perishable items or items having a special value, such as money, keys, medicines, medical documents, glasses, sunglasses, cameras, video cameras, and other valuable electronic or technical equipment and their auxiliary parts, computers, personal electronic devices, telephones, mobile telephones, batteries of electronic equipment, jewellery, precious metals, precious and semi-precious stones, music instruments, securities, or other valuables, valuable pieces of art, business documents, passports and other identification documents, or samples.

8.3.5. If, despite being prohibited, any items referred in Articles 8.3.1, 8.3.2, 8.3.3, 8.3.4 are included in your Baggage, we take no responsibility for any loss or Damage to such items.

8.3.6. The applicable law may prescribe other restrictions to the Checked and Unchecked Baggage.

8.4. RIGHT TO REFUSE CARRIAGE

8.4.1. We will refuse to carry as Baggage any items referred in Article 8.3.

8.4.2. We may refuse carry as Baggage any item not suitable for Carriage due to its size, form, weight, content, other characteristics that may affect the safety of the flight, smooth working of the crew, or comfort of the Passengers.

8.4.3. We may refuse to carry the Baggage if it is not suitably and safely packed.

8.4.4. By giving you the notice, we may carry your excess Checked Baggage on the later flights without paying any compensation for such delay.

8.5. RIGHT TO SEARCH

8.5.1. For reasons of safety and security we may request that you permit a search, scan, and check of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether your Baggage contains any prohibited items specified in Article 8.3. In the event a search or scan causes Damage to you or your Baggage, we shall not be liable for such Damage, unless it is due to our fault.

8.6. CHECKED BAGGAGE

8.6.1. Upon delivery to us of your Baggage, which you wish to check in, we will take custody of it and issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.6.2. Checked Baggage must have your first name and surname or other personal information affixed to it.

8.6.3. If possible, Checked Baggage will be carried on the same aircraft as you.

8.6.4. If the weight of your Checked Baggage carried without an additional fee is not entered in the Baggage Check and no charges for excess Baggage have been paid, it will be considered that the total weight of your Checked Baggage does not exceed 20 kg (twenty kilograms), unless specified otherwise.

8.7. UNCHECKED BAGGAGE (HAND LUGGAGE)

8.7.1. The Unchecked Baggage that you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin. If your Unchecked Baggage cannot be stored in this manner or it is of excessive weight or for any other reason is considered unsafe, it must be carried as Checked Baggage. We have specified maximum dimensions and weight for Baggage that you carry onto our aircraft and at your request, we or the Client will provide you with the information or you can find it on our website.

8.7.2. Items not suitable for Carriage in the cargo department (e.g., sensitive music instruments) and items that do not meet the requirements stipulated in Article 8.7.1, will be accepted for Carriage in the cabin compartment only if after your advanced notice we have confirmed it.

8.8. COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1. You are required to collect your Checked Baggage as soon as it is made available at your destination or stopover. Should you fail to collect the Baggage immediately after the flight, we may charge you a storage fee. Should you fail to collect your Checked Baggage within three (3) months of the time it is made available, we may handle/dispose of it at our discretion without any liability to you.

8.8.2. Only the bearer of the Baggage Check is entitled to collect the Checked Baggage marked with the Baggage Identification Tag.

8.8.3. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of the Baggage Identification Tag, we will deliver the Baggage to such person only on condition that s/he established to our satisfaction his/her right to the Baggage.

8.9. ANIMALS

We agree to carry your animals if all of the following conditions are satisfied:

8.9.1. Prior to purchasing a Ticket or a tourist trip which includes air carriage performed by us, you must inform either us or the Client from which you are purchasing the Ticket or the trip of the planned transportation of an animal.

8.9.2. You must obtain our consent to transport your animal.

8.9.3. You must ensure that your animals: dogs, cats, household birds, and other pets are properly placed into the special containers intended for such transportation. Animals must be kept in the containers during the entire flight. Animals must be accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit. If you fail to present the above indicated documents at our request, we will refuse to carry your animal. Additional conditions for the Carriage of animals may apply, which we or the Client will provide you with at your request.

8.9.4. On receipt of our consent, the animal satisfying all the applicable requirements is accepted for Carriage in the aircraft cabin or as Checked Baggage for an additional fee set by us. Information about the additional fees charged will be provided to you by us or by the Client.

8.9.5. Animals whose total weight together with the container does not exceed 8 (eight) kilograms may be transported in the cabin of the aircraft. The dimensions of the container of the animal transported in the cabin of the aircraft may not exceed the following dimensions: 48 cm x 32 cm x 29 cm. Animals transported in the cabin of the aircraft may not occupy a separate passenger seat.

8.9.6. Guide dogs having special certificates certifying that they have completed special training and having all the documents listed in Article 8.9.3 accompanying Passengers with impaired vision or hearing are carried in the cabin of the aircraft without imposing any weight or dimension restrictions. Guide dogs are not subject to the requirement of being placed in a container; however, if a guide dog is not placed in a container, it must wear a muzzle and be held on a lead during the entire flight. Guide dogs may not occupy a separate passenger seat. At the request of a Passenger travelling with a guide dog, the guide dog may be carried as Checked Baggage as well (in which case the guide dog must be placed in a special container and is subject to the weight restrictions specified in Article 8.9.8). Guide dogs are not subject to payment of any fees set by us.

8.9.7. In any case, including the cases listed in Article 8.9.6, the total number of animals present in the cabin of the aircraft may not exceed three.

8.9.8. Animals may be carried as Check Baggage if total weight of such animal together with the container does not exceed 32 (thirty two) kilograms. Any animal which we accept as Baggage, together with its container and food, will not be included in your free Baggage allowance, but will be regarded as excess Baggage, for which you will have to pay the applicable fee (except in the case specified in Article 8.9.6).

8.9.9. In cases where the Carriage of an animal is not subject to the liability provisions of the Convention, we may not be held liable for any injury, illness or death of the animal which we have agreed to carry, unless such events are attributable to our direct fault. In any case, we assume no liability for the illness or death of the animal which was determined by the animal's health condition or behaviour or any other factors beyond our control.

8.9.10. We assume no liability for any animal not having all the necessary entry, exit, health and other documents relating to the animal's entry into or transit through any country, state or territory and the person accompanying the animal will be required to reimburse us for any fines or liabilities, losses or other costs.

ARTICLE 9. SCHEDULES

9.1. The flight times shown in timetables may change prior to the date you actually travel. We cannot guarantee these times to you, and they do not form part of your contractual agreement with us.

9.2. Before reservation, our authorised representative or Client (depending where you purchased the Ticket) will notify you of the scheduled flight time on the day you purchase the Ticket that will also be specified on your Ticket. We may, however, need to change our scheduled flight time after your Ticket has been issued. We, our authorised representative or the Client, depending on who issued the Ticket, will notify you of any such changes using your specified contact details. Information about any changes to the scheduled flight time using contact details, including e-mail, specified by you to the Client shall be considered duly delivered.

9.3. If your flight is cancelled or the departure time is delayed for over two hours, ask the check-in or boarding gate staff to provide you with written information about the compensation and assistance rules pursuant to the Regulation No. 261/2004 of the European Parliament and the Council.

ARTICLE 10. REFUNDS

If you purchased the Ticket from us directly and we failed to provide the Carriage due to our fault, we will refund the Tickets in accordance with the following provisions:

10.1. We shall be entitled to make the refund to the person named on the Ticket or to the person who paid for the Ticket, provided that satisfactory proof of such payment is submitted to us.

10.2. Refunds will only be made if you submit us an unused Ticket for the flight that has not been operated.

10.3. Refunds made to any person who submits a Passenger Coupon and an unused Flight Coupon and considers himself/herself to be the person entitled to the refund according to Articles 10.1 and 10.2 shall be considered duly made. Refunds made according to this article releases us from liability of making a refund for the Ticket and no other person is entitled to require any other refund for the same Ticket.

10.4. If you are entitled to a refund for the unused Ticket for the reasons stated above, the following amount will be refunded:

10.4.1. If no portion of the Ticket has been used, you will receive the fare paid less a reasonable service charge or, should you wish to use the remaining portion of your Ticket, the refund will be an amount equal to the difference between the fare paid and the price for the distance of the route you wish to use less a reasonable service charge;

10.4.2. If any portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the price for distance of the route used less a reasonable service charge.

10.5. We reserve the right to make a refund in the same manner and in the same currency as that used to pay for the Ticket, however, we reserve the right to refund the Ticket in another currency.

ARTICLE 11. CONDUCT ABOARD THE AIRCRAFT

11.1. GENERAL

11.1.1. It is strictly forbidden to smoke, use alcoholic drinks which is not provided by the cabin crew, use drugs or other psychotropic substances aboard the aircraft.

11.1.2. If the aircraft crew have reasonable suspicion that you are under the influence of alcohol, they are entitled to refuse to sell or restrict the use of alcoholic drinks to you.

11.1.3. If, in our opinion, you conduct yourself in such a way that you endanger the aircraft or any person or property on board, hinder the crew or fail to comply with any instructions of the crew, especially instructions regarding smoking or alcohol or drug consumption, or if your behaviour causes discomfort, inconvenience, Damage or injury to other passengers, the crew or the property, we may take such measures as we reasonably consider necessary to prevent the continuation of such behaviour, including restriction of your freedom. You can be deplaned or refused to be carried any further at any place, prosecuted for your actions on the aircraft.\

11.1.4. If, due to your behaviour that is prohibited hereof we have reasonably decided to land in other destination than the specified destination, you will have to pay all costs related to such forced landing of the aircraft.

11.2. ELECTRONIC DEVICES

11.2.1. For safety reasons, we may prohibit or restrict the use on board the aircraft of electronic equipment, including, but not limited to laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies.

The use of hearing aids and heart stimulators is permitted. The use of mobilephones on board the aircraft is strictly prohibited.

ARTICLE 12. ADMINISTRATIVE FORMALITIES

12.1. GENERAL

12.1.1. You are responsible for obtaining all the required travel documents and visas and for complying with all laws, regulations, orders, demands of the destination, departure and transit countries .

12.1.2. We shall not be liable for any consequences arising from your failure to obtain the required documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

12.2. TRAVEL DOCUMENTS

12.2.1. Prior to travel, you must present to us, our employees, agents or representatives all entry, exit, health and other documents required by law, regulations, orders, demands of the countries concerned. We are entitled to make and retain copies of these documents or retain the information contained in such documents. We reserve the right to refuse to carry a Passenger who fails to comply with the applicable law, regulations, orders or demands and related to the entry to another country or if there is suspicion that his/her travel documents are not in order or if s/he prevents us from making copies of the documents or in any other way retain the data available in the relevant documents.

12.3. REFUSAL OF ENTRY

12.3.1. If you are denied from entry into a country, you will be responsible for paying any fine or charge levied against us by the authorities concerned, and for the cost of transporting you from that country. The fare collected for your Carriage to the point at which you were denied from entry will not be refunded.

12.4. PASSENGERS' LIABILITY FOR FINES, DETENTION COSTS ETC.

12.4.1. If we are required to pay any fine or penalty or incur any expenditure through your failure to comply with laws, regulations, or directives, rules, instructions, requirements and/or travel requirements of the relevant country, or if you are unable to produce the documents required, you will be required to reimburse us any amount so paid or expenditure so incurred.

12.5. CUSTOMS INSPECTION

12.5.1. You must attend any inspection of your delayed and/or delivered on time Checked and/or Unchecked Baggage by the customs or other authorities upon demand. We are not liable for any loss or Damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

12.6. SECURITY INSPECTION

12.6.1. You must submit to any security checks of your person or Baggage, since passenger and Baggage security inspection constitutes a major prevention measure aimed to assure aviation safety which is applicable to all Passengers and Baggage and grants the right to go aboard the aircraft.

12.6.2. We are not liable for any loss or Damage suffered by you if it is caused due to our refusal to carry you because we believe/may believe that your Carriage will be in breach of the rules, requirements, orders or instructions of the relevant country of origin/destination/transit or any other applicable law.

12.6.3. We shall not be liable if due to the security inspection or detention you miss your flight. In this case, the flight that you are late for will not be refunded.

ARTICLE 13. LIABILITY FOR DAMAGE

13.1. GENERAL

Our liability is determined in these Conditions of Carriage. Our liability provisions are as follows:

13.1.1. Carriage performed under these Conditions of Carriage is subject to the liability rules of the Convention even if the Carriage is not international Carriage to which compliance with the Convention is binding, unless otherwise stipulated in these Conditions of Carriage.

13.1.2. The following additional liability provisions for Carriage are applied:

13.1.2.1. Any liability for Damage will be reduced by your any negligence (action or omission) which caused Damage or contributed to its rise .

13.1.2.2. We will be liable only for Damage occurred during Carriage on flights or flight segments operated by us and this is specified in the Ticket.

13.1.2.3. We will not be liable for Damage arising from compliance with the law, regulations, or legal acts or for Damage arising from your non-compliance with the same.

13.1.2.4. We shall be liable only for restorable indemnified Damage incurred by you the value of which was proved by documents with legal power and/or other lawful evidences.

13.1.2.5. We are not liable for any illness, injury, disability or death attributable to your age, existing mental and physical condition or any deterioration in the same.

13.1.2.6. Extent of our liability for damage incurred by you shall depend on appropriate documents submitted by you, proving the amount of factual damage, for example items purchase receipts with the price and date of purchase of items are specified. In case of liability for baggage, we have the right to deduct depreciation. Depreciation shall apply not only to suitcase or travel bag but also to all your items in the suitcase or travel bag.

13.1.2.7. The contracts of Carriage, including these Conditions of Carriage, exceptions or liability limits shall apply to our authorised agents, servants, employees, and representatives to the same extent as they apply to us. The total amount recoverable from us and our authorised agents, servants, employees, and representatives shall not exceed our own liability, if any.

13.1.2.8. Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or other applicable law unless otherwise expressly stated.

13.2. BAGGAGE

13.2.1. We are not liable for damage made to Unchecked Baggage (hand luggage) unless such Damage is caused by our fault.

13.2.2. Our liability for Damage made to Checked Baggage shall be limited to 1,000 SDR (Special Drawing Rights) per Passenger. If the weight of the Baggage is not specified in the Baggage Check, it shall be considered that the weight of a single piece of the Unchecked Baggage does not exceed our Baggage weight limitations per certain class. If the value of your Checked Baggage is greater than our maximum liability specified in this article, we recommend you to cover your Baggage by insurance prior to the travel.

13.2.3. We are not liable for any Damage caused by your Baggage, including injury of a Passenger by the property contained in your Baggage. You will be responsible for any Damage caused by your Baggage to other persons or property, including our property.

13.2.4. We shall assume no liability for any damage to items that are prohibited to be carried in checked baggage according to Article 8.3, including fragile or damageable items, improperly packed items, previously damaged or overloaded Baggage, minor damages, such as cuts, scratches, bends or stains arising in usual wear, or valuable items, such as money, keys, prescription medicines, medical documents, spectacles/sunglasses, photo cameras, video cameras and other valuable electronic or technical appliances and their accessories, computers, personal electronic devices, telephones, mobile telephones, jewellery, precious metals, precious and semi-precious stones, music instruments, negotiable instruments, securities or other valuables, works of art and paintings, business documents, passports and other identity documents or specimens.

13.2.5. We shall not be liable for any minor or superficial Damage to the Baggage as a result of normal wear and tear in the course of the travel.

13.3. PERSONAL DAMAGE

13.3.1. The following provisions shall apply for our liability for the death or injury of Passengers:

13.3.1.1. In case of death or injury of Passengers, our liability is not limited. Our liability may not exceed 100 000 SDR per passenger in case of passenger's death or injury if we manage to prove that damage was caused not through the fault, unlawful act or omission to act by us, our servants or representatives, or if such damage was caused exclusively through third party's fault, by third party's unlawful acts or omission to act.

13.3.1.2. We reserve the right to defence regarding such claims under the Convention or any other applicable international or national legal acts as well as all rights of recourse against any other person in charge of causing Damage.

13.3.1.3. If you die or are injured in an accident, we shall perform advance payment, required by applicable laws, for satisfaction of urgent economic needs in proportion to difficulties incurred within fifteen days from identification of a natural person entitled to compensation. Such advance payment shall not be considered as recognition of our liability assumption and amounts paid on the basis of this Article may be deducted from any other subsequent amounts payable because of air carrier's liability. Advance payment must be refund to us if we manage to prove the following: (1) damage was caused or its amount was affected by negligent behaviour of the injured or deceased Passenger, (2) a person who received advance payment caused damage or affected its amount by his/her negligent behaviour, or (3) compensation was paid to a person having no right to such compensation.

ARTICLE 14. TIME LIMITATION ON CLAIMS AND ACTIONS

14.1. NOTICE OF CLAIMS

14.1.1. If a person holding a Baggage check-in receipt at the collection of Checked Baggage does not make any complaints, it shall serve as a sufficient evidence that the Baggage was delivered in good condition, unless otherwise is proven by you.

14.1.2. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage and, no later than within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding a delay to the delivery of Checked Baggage, you must notify us within twenty-one (21) Days of the date the Baggage is delivered to you. All such notifications must be made in writing.

14.2. LIMITATION OF ACTIONS

14.2.1. Any right to Damage shall be lost if an action is not brought within two (2) years of the date of arrival to the place of destination which had to be reached by the aircraft according to the timetable or from the day, on which the trip was ceased. The method of calculating the period of limitation shall be determined by the legal acts of the court where the case is heard.

14.3. HANDLING OF PASSENGER CLAIMS

14.3.1. Any claim filed to us will be examined following the procedure established by our internal regulations, in accordance with the binding requirements of applicable legal acts.

ARTICLE 15. OTHER CONDITIONS

15.1. Carriage of you and your Baggage shall be subject also to other regulations related with safety, punctuality and Passengers' comfort. Regulations regarding Carriage of independently travelling children, disabled passengers, pregnant women and ill passengers, restrictions on use of electronic appliances and items, carriage of dangerous items, restrictions on consumption of

alcoholic drinks and coming on board, procedures of compensation for refusal to carry and other compensations shall also apply.

15.2. Procedures and clauses of the above-listed regulations shall be provided to you by us or the Client upon your request.

15.3. Our Conditions of Carriage can be amended in writing exclusively by us. The last amendments of our Conditions of Carriage announced shall be effective.

15.4. Conditions of the Carriage and any disputes thereof are governed by the legal acts of the country where we are established as well as by international law.

ARTICLE 16. INTERPRETATION

16.1. The title of each article of these Conditions of Carriage is used for convenience only, and shall not be used for the interpretation of the text.