

OPENSKIES CONDITIONS OF CARRIAGE

Introduction

When a Passenger purchases an “OpenSkies” Ticket, he enters into a contract of carriage with OpenSkies, a subsidiary of Fly Level, S.L., to travel on a Flight which either OpenSkies or one of its codeshare partners operate. This contract is governed by:

- The conditions of contract in the Ticket or Itinerary and receipt;
- Any Tariffs which apply
- These General Conditions of Carriage

ARTICLE 1. DEFINITIONS

The words in the singular or plural set out in this General Conditions of Carriage shall have the following meaning:

Agreed Stopping Places/Stopping Places: means intermediate stops during the journeys, except the place of departure and the place of destination, set out in the Ticket or shown in the timetables, as scheduled stopping places on the route.

Authorised agent: means an agent entitled to sell Tickets to Passengers, appointed by the Carrier to represent it in selling the Carrier’s air transportation services.

Baggage: means your personal belongings accompanying the Passenger on the Flight. Except where otherwise provided for, this term means both Checked Baggage and Cabin Baggage.

Baggage Check: means the terms of the Passenger’s Ticket relating to the carriage of the Passenger’s Checked Baggage.

Baggage Identification Tag: means a document delivered to the Passenger in order to identify each of the Checked Baggage.

Cabin Baggage/Hand Baggage: means any Baggage, with the exception of the Checked Baggage. The Passenger carries them in the aircraft.

Carrier: means OpenSkies, or any other carrier the Designator Code of which is mentioned on the Ticket or the Conjunction Ticket.

Carrier Designator Code: means the two or three letter and number which identify a particular carrier.

Carrier’s Regulation: means all the particular regulations applicable to the Carrier, in particular those concerning non-accompanied children, Passengers with reduced mobility, pregnant women, ill Passengers, animals transport, restrictions with respect to the use of

Electronic device on board, banning of smoking and the use of alcohol on board, items the carriage in Baggage of which is forbidden and limitations applicable to the Baggage's dimensions, size and weight.

Checked Baggage: means any Baggage which has been taken into custody by the Carrier and for which the Carrier has issued a Baggage identification Tag and/or a Baggage Check. Such Checked Baggage travels in the hold of the aircraft.

Check-in Deadline: the time limit specified by the Carrier issuing the Ticket by which time the Passenger must have completed check-in and received his/her boarding pass.

Conjunction Ticket: means a Ticket issued for the attention of the Passenger, in conjunction with another Ticket only, which together make up a single contract of carriage.

Connecting Flight: means a Flight subsequent to the Flight made from the departure place which provides onward travel on the same Ticket or on a Conjunction Ticket.

Consumer: means any person who has bought a Ticket under a contract governed by the law of a state member of the European Union to travel for non-professional purposes, outside the scope of his or her trade, business or profession.

Convention: means, as the case may be, any of the following conventions and any convention which amends and/or replaces these conventions:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed on 12 October 1929 at Warsaw (referred to below as the Warsaw Convention),
- The Warsaw Convention as amended on 28 September 1955 by Protocol of The Hague,
- The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975),
- The Warsaw Convention as amended by Protocol of The Hague and by Additional Protocol No. 2 of Montreal (1975),
- The Warsaw Convention as amended by Protocol of The Hague and by Additional Protocol No. 4 of Montreal (1975),
- The Guadalajara Supplementary Convention (1961),
- The Convention for the Unification of Certain Rules for International Carriage by Air, signed on 28 May 1999 at Montreal (referred to below as the Montreal Convention).
- Coupon: means a paper and/or an Electric Coupon Flight, on each of which is mentioned the name of the Passenger travelling on the Flight identified on the Coupon and each of which entitles the Passenger to travel on the particular Flight mentioned in the Coupon.

Damage: means death, wounding of, or bodily injury to, all or part of material or financial loss, any theft or other Damage, or delay relating to a Baggage which is due to air transport or are in connection with such transport or any other services provided by the Carrier or its sub-contractors in the scope of the air transport or any delay suffered by a Passenger.

Days: means all seven days of the week.

Electronic Coupon: means an Electronic Flight Coupon for an Electronic Ticket held in the issuing carrier's computer database.

Electronic Ticket: means an Itinerary and Receipt, Electronic Coupon and any other boarding document issued to the Passenger.

Entitlement to Travel: means a document other than a document called "Passenger Ticket and Baggage Check" or an Electronic Ticket which also includes an Itinerary and Receipt, and a boarding document delivered to the Passenger.

Flight Coupon: means the part of the Ticket which has the words "Good for Passage" printed on it. In the case of an Electronic Ticket, it means the Electronic Coupon

Force Majeure: means any unforeseeable and external event that is difficult to overcome which refrains from the execution of all or part of the obligations under the contract of transport. Shall constitute a Force Majeure event, in particular: war, civil war, insurrection, acts of terrorism, attack, natural disaster, explosion, fire, strike and the Carrier's employees' or third parties' labour dispute, bad weather, shortage or significant increase of the price of kerosene.

General Conditions of Carriage: means these General Conditions of Carriage for Passengers and Baggage or, as the case may be, those of the Carrier carrying out the transport.

Itinerary and Receipt: means a document or documents issued on paper, by fax, by E-mail, or delivered by Electronic means to Passengers travelling with Electronic Tickets, or Entitlements to Travel. It is mentioned in this document or these documents the Passenger's name, information with respect to the Flight and a receipt.

OpenSkies: means the company OpenSkies, with its registered office at 3 rue Le Corbusier – 94150 Rungis, France, registered at the company registry of Evry under the n° 490 887 254.

Passenger: means any person holding a Ticket who is carried, or is to be carried, on an aircraft, with the exception of the members of the operating crew or, concerning the refunding of a Ticket price, the person having purchased the Ticket.

Passenger Coupon: means the part of your Ticket which is marked as such and which should be kept by the Passenger.

Special Drawing Right (SDR): means a special drawing right as defined by the International Monetary Fund.

Tariff: means the tariff rates as published by the Carrier which have been filed, where required, with the appropriate authorities.

Ticket: means a document which is effective, called “Passenger Ticket and Baggage Check”, either in the form of an Electronic Ticket, or an Entitlement to Travel, confirmed by the reservation made by the Passenger, which has been issued to the Passenger by the Carrier or an Authorised Agent and which entitles the Passenger to be transported by the Carrier.

Transit Passenger: means a Passenger arriving at an airport for onward travel to another country:

- On the same Flight from that airport;
- On a Connecting Flight from that airport;
- On a Connecting Flight from another airport;
- On another Flight which continues in the same itinerary from that airport.
- Validity Period: means the period for which the Ticket is valid for travel.

ARTICLE 2. SCOPE OF THE PRESENT GENERAL CONDITIONS OF CARRIAGE

2.1 General Provisions

Except where otherwise provided for, these General Conditions of Carriage will apply to all Flights, or part of Flights, for which the Carrier Designator Code is set out in the box called “Carrier” of the Ticket or Coupon and any other case event where the Carrier is legally responsible toward the Passenger under the carriage contract entered into between the Carrier and the Passenger.

2.2 Code Shares

Some OpenSkies flights and air services may be subject to code share arrangements (“Code Share”) with other air carriers. In such event, the Passenger shall be informed of the identity of the Carrier at the time of the reservation or check-in at the latest.

This General Conditions of Carriage shall apply in case of carriage under a “Code Share arrangement”.

2.3 Differences between these General Conditions of Carriage and Tariffs or law and regulation in force

These General Conditions of Carriage are not applicable if they do not comply with the regulation in force or Tariffs which have been filed, in which case such regulation or Tariffs shall prevail.

2.4 Differences between these General Conditions of Carriage and Carrier’s Regulation

In the case where these General Conditions of Carriage and Carrier's Regulation differ, these General Conditions of Carriage shall prevail.

2.5 Validity of these General Conditions of Carriage

If one or several conditions of these General Conditions of Carriage become invalid, the other conditions of these General Conditions of Carriage will remain valid.

ARTICLE 3. TICKETS

3.1 General Provisions

- a) Tickets are issued in the Passenger's name. Passengers whose name is mentioned on the Ticket may only be carried. The identity of the Ticket's holder may be checked any time as of the receipt of the boarding pass by the Passenger.
- b) Except where otherwise provided for, the beneficiary of a Ticket, as he/she is identified on the Ticket, is not entitled to assign or sell his/her Ticket.
- c) Tickets sold by the Carrier or the Authorised Agent at discounted fares may be partly or completely non-refundable, as the case may be. The Passenger should select Tariffs corresponding the best to his/her expectations and should take all dispositions to ensure appropriate insurance policy covering the cases where he/she cancels his/her journey, the Carrier assuming no responsibility whatsoever.
- d) The Ticket is and remains the Carrier's property at all times. The beneficiary of the Ticket should ensure that it is not lost or stolen.
- e) Except where the Passenger presents an Electronic Ticket or an Entitlement to Travel, the Passenger shall not be entitled to be carried on a Flight. Nevertheless, shall be authorised to be carried Passengers presenting a Ticket containing all the following information:
 - The Flight Coupon for that Flight,
 - Any other unused Flight Coupons, and
 - The Passenger Coupon.

Beneficiaries of spoiled, damaged, modified or altered Tickets shall not be authorised to be carried. Nevertheless, beneficiaries of Tickets validly modified by the Carrier or the Authorised Agent shall be authorised to be carried pursuant to the conditions set out in the modified Ticket.

3.2 Using Flight Coupons in the right sequence and changes in itinerary

- (a) The Ticket is valid only for the transportation set out on it from the place of departure through any agreed Stopping Places to the final place of destination. The fare paid by the Passenger is based on the Carrier's Tariff for the transportation indicated on the Ticket.
- (b) The Ticket is valid if the Passenger uses all the Coupons following the order set out on the Ticket.
- (c) Any modification of the Ticket shall be agreed by the Carrier or the Authorised Agent and pursuant to terms and Tariffs determined by the Transporter or the Authorised Agent.
While some changes do not result in a change of fare, others, such as changing of the place of departure (i.e. because the Passenger has not used the first Coupon) or destination of journey, may result in a change of the applicable Tariff. Several Tariffs are valid only for travel on the dates and for the flights indicated on the Ticket and may not be modified, except payment of an extra fee. It is up to the Passenger to be request from the Carrier information upon the terms of the change of his/her Ticket.
- (d) If the Passenger needs to change his/her Ticket because of unforeseeable and irresistible events preventing him/her from travelling on the fixed date, he/she you must contact the Carrier as soon as possible and the latter will use all its reasonable efforts to transport him/her to your next intermediate Stopping Place or final destination, subject to places being available in the same fare class, without changing the Tariff.
- (e) If the Passenger changes the terms of his/her carriage without the consent of the Carrier or Authorised Agent and if the Carrier and/or Authorised Agent agree to carry him/her pursuant to the modified terms, the applicable price shall be re-calculated. The Carrier may therefore refuse the abovementioned Passenger. Nevertheless, in the case where the Carrier or the Authorised Agent agrees to carry the Passenger, it shall re-calculate the price of the relevant carriage. In order to be entitled to be carried, the Passenger should, as the case may be, pay the balance (between the price already paid by the Passenger and the revised price applicable to the modified carriage).
- (f) The Carrier will accept each Flight Coupon of the Ticket for carrying in the class of service, on the date and Flight for which the Passenger has a reservation unless the Passenger fails to meet the check-in and boarding requirements set out in these General Conditions of Carriage or if the Carrier does not exercise its right to refuse to carry in accordance with the General Conditions of Carriage.
- (g) If the Carrier issues a ticket without indication of reservation, the Passenger may make a reservation later. Nevertheless, such possibility will depend on the Tariff applicable on the subsequent date and whether a seat is available on the Flight chosen by the Passenger.

- (h) The cancellation by the Passenger of his/her Flight reservation before the Check-in Deadline, shall not necessarily lead to the cancellation of his/her return Ticket, and those of the reservation made for the remainder of the journey.
- (i) If the Passenger fails to cancel his/her Flight reservation before the Check-in Deadline and does not show up for boarding, the Carrier we may decide to cancel his/her return Ticket and/or his/her onward reservations.

3.3 Passenger's rights in case of Force Majeure

All or part of the Ticket's price may be non-refundable in the case where the journey did not take place due to Force Majeure. In such event, the Carrier will give the Consumer a credit for the non-refundable part of the fare if the following conditions are all met:

- The Consumer holds a completely unused Ticket;
- The Consumer has informed the Carrier promptly about the events related to Force Majeure, and
- The Consumer has presented the Carrier with evidence of the aforementioned events.
- The credit may be used for future travel with the Carrier for the Passenger or any other person of his/her choice.

The Carrier reserves the right to charge administration fees the amount of which shall be deducted from the credit.

ARTICLE 4. FARES, SURCHARGES, TAXES, FEES AND CHARGES AND CURRENCY

4.1 Fares and surcharges

- (a) Except where otherwise provided for, the Ticket price covers the carriage from the airport at the place of departure to the airport at the place of destination, no other service being included.
The Ticket price does not include, in particular, ground transport between one airport and another or between an airport and the town terminal.
- (b) The Ticket price is fixed by the Carrier in accordance with the Tariffs applicable on the date of issuance of the Ticket. The price shall be fixed for journeys on specific dates and for the itinerary mentioned on the Ticket.
- (c) Any change of itinerary or date may result in a modification of the Tariff applicable to the Passenger.

4.2 Taxes, fees and charges

- (a) The Carrier may charge any surcharges in addition to the Ticket price applicable on the date the Carrier issues the Ticket. Such surcharges may be as a result of Carrier imposed charges or fuel surcharges, where applicable.
- (b) The Passenger shall pay, in addition to the applicable Tariff, any taxes, fees or charges legally required by governments, other authorities, managers or operators of airports.
- (c) The Passenger is informed when purchasing the Ticket about any taxes, fees or charges which are not included in the fare and the above may, in most cases, be set out separately on the Ticket.
- (d) Taxes, fees or charges change constantly and can be created, imposed or altered after the date the Ticket was issued. In the event where taxes, fees or charges are created, imposed or altered after the Ticket was issued, the Passenger shall pay the amount of such taxes, fees or charges.
- (e) Similarly, if the taxes, fees or charges paid by the Passenger in addition to the applicable Tariff on the date the Ticket was issued, are abolished or reduced, the Passenger shall, at his/her request, be refunded.
- (f) If the Passenger does not use his/her Ticket, he/she will be entitled to claim reimbursement of any taxes, fees or charges which he/she paid, after deduction of the administration fees.

4.3 Currency

- (a) The Ticket price and any taxes, fees, charges and surcharges shall be paid in the currency indicated on the date of the purchase of the Ticket by the Carrier or the Authorised Agent only, except otherwise agreed in writing and explicitly by the Carrier or Authorised Agent.
- (b) In the case where reimbursement is due, pursuant to the General Conditions of the Carriage, the Carrier refunds the Ticket price and, as the case may be, the fare and any taxes, fees, charges and surcharges following the same means and currency used for the purchase of the Ticket.

ARTICLE 5. RESERVATIONS

5.1 General Provisions

- (a) The Carrier or the Authorised Agent shall register the reservation in the Carrier's computer system. Upon the Passenger's request, the Carrier or the Authorised Agent shall deliver to the Passenger a written confirmation of his/her reservation.
- (b) Some Tariffs include conditions which limit or exclude the Passenger's right to change or cancel reservations.
- (c) The Carrier or the Authorised Agent may charge the Passenger additional carrier or agency fees for issuing or changing his/her Ticket or providing other reservation services pursuant to the Tariffs applicable on the date of such issue or change.

5.2 Time limits for payment of the fare

If the Passenger has not paid the Ticket price, surcharges, taxes, fees or charges applicable, at the latest by the date fixed by the Carrier or the Authorised Agent, the latter may decide to cancel the reservation, without prejudice to the collection of any relevant fees.

5.3 Personal information

- (a) The Carrier and its affiliates, the Authorised Agents and any other company involved in the process with respect to the reservation, payment, carriage or installation services and also services in relation to it, or data processing companies, may use, for non-commercial purposes personal information collected during reservation, including information relating to the purchase history and the means by which the relevant person uses the Carrier's services and installation.
- (b) Subject to the prior consent of the relevant person, such personal information may be used for commercial purposes.
- (c) Authorities, and in particular the prevention and repression authorities, may request communication of such information, information which the Carrier or the Authorised Agent may not refuse to communicate.
- (d) Personal data of the relevant person may be sent outside the European Economic Area, as the case may be.
- (e) Relevant persons are entitled to have access, to modify or rectify personal data collected, kept and transmitted in the event where the above are inaccurate or incomplete. They may exercise such right by sending a letter to the following address:

OpenSkies
3 rue Le Corbusier
CS 50046
94528 Rungis Cedex 1
France

5.4 Passengers requiring advance arrangements

- (a) The Passenger may request from the Carrier or the Authorised Agent at the time of booking to provide special assistance. The Carrier or the Authorised Agent will make reasonable efforts to meet the Passenger's request. The Carrier may decide on any boarding and/or connection place to decline the carriage of a Passenger or those of his/her Baggage if the Passenger requests, during the booking or boarding, special assistance which has not been requested at the time of the reservation of the journey.
- (b) The Carrier may decide at any boarding and/or connection place to decline the carriage of a Passenger or those of his/her Baggage if the Passenger is an unaccompanied child, pregnant woman or a Passenger who is ill and if reasonable measures required for their carriage have not been taken prior to check-in.
- (c) In the events set out in paragraphs a and b, the Carrier shall be entitled to cancel the Passenger's reservation and to terminate the Contract of carriage without being bound to refund the Ticket price. The Passenger may be refused boarding and shall bear all the costs that may result.

5.5 Seating

The Carrier may change the seat at any time, even after boarding the aircraft, as may be needed, in particular for operational, safety or security reasons.

ARTICLE 6. CHECK-IN AND BOARDING

6.1 Check-in Deadlines

- (a) Check-in Deadlines vary from one airport to another. Prior information relating to such Check-in Deadlines should be sought by the Passenger who should respect them. If the Passenger's journey involves onward places, the Passenger should seek information relating to the Check-in Deadline from the relevant carriers.
- (b) The Passenger should have completed the check-in process and have received his/her boarding pass for the Flight by the Check-in Deadline at the latest. In the event of failure to do so, the Carrier may decide to cancel the Passenger's reservation and not carry him/her.

6.2 Boarding deadlines

The Passenger should be present at the boarding gate not later than the time indicated when he/she checked in. In the event of failure to do so, the Carrier may decide to cancel the Passenger's reservation and not carry him/her.

6.3 Failure to meet deadlines

The Carrier shall by no means be held liable if the Passenger fails to meet the deadlines set out in paragraphs 6.1 and 6.2. The Carrier shall not be held liable, in particular, for any direct or indirect loss, Damage or expense resulting from failure for the Passenger to meet such deadlines.

ARTICLE 7. RIGHT TO REFUSE CARRIAGE AND TO BAN FROM FLYING

7.1 Refusal of carriage

The Carrier may decide at any boarding and/or connection place to decline the carriage of a Passenger and/or those of his/her Baggage, in particular if one or more of the following events occur or if the Carrier reasonably believe that it may occur:

- If the Passenger's physical or mental state, or his/her behaviour is a danger or risk to himself/herself or other Passengers, or those of his/her Baggage, is likely to put the safety on the aircraft, the carriage of the other Passengers, the safety and health of any person present on the aircraft or the safety of the carried goods in danger,
- If the Passenger has used threatening, abusive or insulting words towards the ground staff or other Passengers or a member of the crew of the aircraft,
- If the Passenger has behaved in a threatening, abusive, insulting or disorderly way towards a member of the ground staff or a member of the crew of the aircraft,
- If the Passenger has deliberately interfered with a member of the crew of the aircraft carrying out his/her duties,
- If the Passenger is drunk or under the influence of drink or drugs,
- If the Passenger is, or is reasonably believed to be, in unlawful possession of drug,
- If the Passenger has refused to allow a security check of himself/herself or his/her Baggage and, more generally, if the Passenger has refused to comply with the health and safety instructions given by the Carrier's ground staff or the crew of the aircraft,
- If the Passenger has put the safety of either the aircraft or any person in it in danger,
- If the Passenger has made a hoax bomb or other security threat,
- If the Passenger has committed a criminal offence during the check-in or boarding processes or on board the aircraft,
- If the Passenger has tried to enter a country for which your travel documents are not valid,
- If the immigration authority for the country where the Passenger is travelling to, or for a country in which he/she has a Stopping Place, has told the Carrier, either orally or in writing, that it has decided not to allow the Passenger to enter that country, even if the Passenger has, or appear to have, valid travel documents,
- If the Passenger destroys his/her travel documents during the Flight,
- If the Passenger has refused to allow the Carrier to photocopy his/her travel documents,
- If the Passenger has refused to give his/her travel documents to a member of the crew of the aircraft, when such member has asked him/her to do so,

- If the Passenger has asked the relevant government authorities for permission to enter a country in which the Passenger has landed as a transit passenger,
- If carrying the Passenger would break government laws, regulations, or court decisions,
- If the Passenger has refused or failed to give the Carrier information which a government authority has asked it to provide about the Passenger, including passenger information requested in advance of his/her Flight,
- If the Passenger has not presented a valid ticket,
- If the Passenger has not paid the Ticket price, or any surcharges, taxes, fees or charges applicable for the Flight,
- If, more generally, the Passenger does not comply with regulations or contractual requirements entitling him/her to be carried.

7.2 Right to refuse to carry a Passenger when a Carrier has banned such Passenger from its Flights in its route network

- (a) Whenever the events require doing so, the Carrier may decide to ban a Passenger, for a determined or undetermined period of time, from being carried on their route network. The Carrier notify in writing its decision to the Passenger.
- (b) The Carrier will be entitled to refuse to carry a Passenger or Passenger's Baggage if the Carrier has given the Passenger a banning from carriage notice in the case where the Passenger has bought his/her Ticket while the ban applies.

ARTICLE 8. BAGGAGE

8.1 Free baggage allowance

The Passenger is entitled to have some Baggage carried free of charge (in number and weight).

The free Baggage allowance will be mentioned on the Ticket, or in the case of an Electronic Ticket or an Entitlement to Travel, on the itinerary and receipt delivered. It will depend on each Carrier.

8.2 Excess Baggage

- (a) If the Checked Baggage's dimensions and weight are over the free baggage allowance authorised by the Carrier, the Passenger shall pay a supplement. Information in relation to the amounts and terms of payment of such supplement are made available by the Carrier or Authorised Agents.
- (b) In any case, Baggage may not exceed a maximum discretionary weight determined by the Carrier, in particular for safety purposes. Information in relation to the above is made available by the Carrier or Authorised Agents.

8.3 Items not authorised to be carried

The carriage of the following items in the Baggage (whether as Checked Baggage or Cabin Baggage) is forbidden:

- Items for which the carriage is forbidden by regulations in force in the departure, arrival or any planned transit country, or any country overflown,
- Items for which the carriage is forbidden pursuant to these General Conditions of Carriage, contractual conditions or by regulations applicable to the Carrier,
- Items likely to put the aircraft or people or property on the board of the aircraft in danger. These include the items listed in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations,
- Items which the Carrier reasonably considers unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character (in deciding if items are unsuitable for carriage, the Carrier will take into account the type of aircraft used).

8.4 Firearms

- (a) Carrying firearms and ammunition is covered by the ICAO Technical Instruction and IATA Regulations referred to above.
- (b) The carriage of any firearms and ammunition, other than sporting guns or ammunition, is forbidden. Nevertheless, in the event where law and regulations applicable to the carriage allow it, the Carrier may agree to carry firearms and ammunitions other than sporting guns or ammunition. In the above case, the Passenger must get the Carrier's prior, written and explicit permission in order to be entitled to carry firearms and ammunitions other than sporting guns or ammunition. In the above case, the Carrier may charge a handling fee for accepting firearms and ammunition. Furthermore, the Carrier may apply excess baggage charges to such firearms and ammunition for which carriage is authorised.
- (c) In some cases, the carriage of firearms and ammunition for hunting or sporting purposes may be authorised. The Passenger must get the Carrier's prior, written and explicit permission in order to be entitled to carry firearms and ammunitions for hunting or sporting purposes. In the above case, the Carrier may charge a handling fee for accepting firearms and ammunition. Furthermore, the Carrier may apply excess baggage charges to such firearms and ammunition for which carriage is authorised.
- (d) All firearms and ammunition carried as Checked Baggage must be unloaded, have the safety catch on and be suitably packed.
- (e) All firearms and ammunition must be carried as Checked Baggage and shall in no event be carried in the aircraft cabin.

- (f) The Passenger shall have all the documents required by law and regulations applicable to the relevant carriage and by these General Conditions of Carriage in connection with the possession and the carriage of firearms and ammunition. In the event of failure to do so, the Carrier may decide such firearms and ammunition. The Carrier reserves the discretionary right, in any event, to refuse the carriage of firearms and ammunition.

8.5 Dangerous items

- (a) It is forbidden to take any item into the aircraft cabin the presence of which is believed by the Carrier to affect the safety and security of the aircraft, any person or property in it.
- (b) It is forbidden to take antique, toy or replica guns or weapons into the aircraft cabin.
- (c) It is forbidden to take swords, knives, archery bows, arrows or similar weapons or items into the aircraft cabin.
- (d) When the Passenger presents himself/herself for boarding with forbidden Cabin Baggage pursuant to article 8, the Carrier may allow such items as Checked Baggage or alternatively refuse to carry them.

8.6 Fragile or perishable items

Checked Baggage should contain neither any fragile or perishable items, nor items of particularly high value, for instance in particular:

- Money;
- Jewellery;
- Precious metals;
- Computers;
- Personal electronic devices;
- Share certificates, bonds and other valuable documents;
- Business or professional documents; or
- Passports and other identification documents.

8.7 Right to refuse the carriage of Checked Baggage which are not properly and securely packed

The Carrier will refuse to carry Checked Baggage if it believes that such Baggage is not properly and securely packed in suitable containers.

8.8 Right to search, screen and x-ray Passengers and Baggage

- (a) For reasons of safety and security, the Carrier or the Authorised Agent may require the Passenger to accept search and screen, and/or to accept that his/her Baggage be searched, screened and x-rayed.
- (b) The Carrier or the Authorised Agent will try to search, screen or x-ray the Passenger's Baggage in his/her presence. However, if the Passenger is not available, his/her Baggage may be searched, screened and x-rayed in his/her absence.
- (c) If the Passenger does not allow the Carrier or the Authorised Agent to carry out the necessary safety and security searches, screening and x-rays, the Carrier will refuse to carry the Passenger and his/her Baggage.
- (d) If as a result of search, screening or x-ray the Passenger suffers Damage, or if a search, screening or x-ray causes Damage to his/her Baggage, the Carrier will not be held liable for the Damage, unless the Damage is due directly and exclusively to negligence or fault of the Carrier or the Authorised Agent.

8.9 Checked Baggage

- (a) The Passenger must label each of his/her items of Checked Baggage with his/her full name and address.
- (b) When the Passenger checks in his/her Baggage, the Carrier gives the Passenger a Baggage Identification Tag for each item.
- (c) The Carrier may decide to carry Checked Baggage for the same Passenger on different flights, for safety, security or operational reasons. In such case, the Carrier shall deliver the Baggage carried on another Flight to the Passenger, unless the law in force requires the Passenger's presence during the customs clearance.

8.10 Cabin Baggage

- (a) The Carrier discretionarily determines the maximum dimensions and weights for Cabin Baggage.
In any case, such Baggage should fit under the seat in front of the Passenger or fit in an enclosed Baggage compartment in the cabin of the aircraft.
- (b) If Cabin Baggage does not comply with the conditions set out in article 8.10.a or the dimensions and weight conditions determined by the Carrier, the Passenger must check-in such Baggage immediately.
- (c) If one of the Baggage exceeds the maximum dimensions and weight determined for Cabin Baggage, but is unsuitable to be carried as Checked Baggage, the Carrier may authorise the Passenger to carry it in the aircraft cabin if all of the following conditions apply:

- The Passenger informs the Carrier, before he/she checked in, that he/she wishes to take such Baggage into the aircraft cabin,
- The Carrier authorises, prior to the checked in, to carry the Baggage in the aircraft cabin, and
- The Passenger has paid any extra charge that applies for this service, in accordance with the Tariffs applicable on the registration date.

8.11 Collecting and delivering Checked Baggage carried into the hold

- (a) Subject to the terms of article 8, the Passenger must collect his/her Checked Baggage as soon as the Carrier has made it available, either at the place of destination or Stopping Place. In the event where the Passenger fails to do so, the Carrier may charge the Passenger a storage fee. If the Passenger does not claim his/her Checked Baggage within three months from the date they are made available, they may be destroyed, without the Carrier being held responsible towards the Passenger.
- (b) Only the Passenger with the Baggage Identification Tag and, if one has been issued, the Baggage Check, can claim an item of Checked Baggage.
- (c) If a person claiming an item of Checked Baggage cannot produce the Baggage Identification Tag while such Baggage Identification Tag has been issued at check-in, the Carrier will deliver the Baggage only if such person is able to prove ownership of the Baggage.

8.12 Animals

- (a) The carriage of the animals is forbidden on some flights. Where the carriage of animals is authorised, such carriage is subject to the prior written and explicit consent of the Carrier at the time of the Reservation.
- (b) Depending on the destination, the carriage of such animals may be subject to conditions, in particular relating to sanitary checks, the Passenger having to obtain such information from the Carrier or the competent authorities.
- (c) If accepted as Baggage, the animal and its container will not be included in the Baggage allowance, but will be counted as excess Baggage, for which the Passenger will be charged according to the Tariff applicable.
- (d) Where the carriage of animals is authorised by the Carrier, carriage is authorised subject to all of the following conditions being met:
 - Assistance dogs accompanying Passengers with reduced mobility may be taken into the aircraft cabin if applicable laws permit it and if the necessary arrangements are in place at the relevant airports, including transit points.

- Assistance dogs accompanying Passenger with reduced mobility shall be transported free of charge.
- Assistance dogs which cannot be taken into the aircraft cabin, pet dogs and pet cats will be carried as Checked Baggage or as cargo, according to the policy of the Carrier applicable at the time of the reservation.
- All other animals must be carried as cargo and the Passenger must ensure that they are put in proper, adequate and secure containers. Should the Passenger fail to do so, the Carrier may decide not to carry the animals.
- The Passenger must be in possession of and present to the Carrier upon check-in and at any moment during the carriage, all health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for the animals. Failure to do so, may result in the Carrier refusing to carry the animals and the Passenger must repay to the Carrier any fines, costs, charges, losses or liabilities paid or suffered by the Carrier due to the absence of these documents.
- The Passenger is entirely responsible for procuring and presenting all documents required by the authorities of the arrival or transit countries. The Carrier shall not be held responsible for any Damages suffered by the Passenger resulting from the non-presentation of the health and vaccination certificates required by the legislation and regulations applicable to the possession, transport and circulation of animals, or of any required entry, transit or exit permit, or of any other document required related to the Passenger's animal.
- Unless carriage of the animal is covered by the liability rules of the Convention, the Carrier shall not be held responsible for their loss, sickness, injury or death unless the Carrier is directly and exclusively at fault for the loss, sickness, injury or death of the animal carried.

ARTICLE 9. SCHEDULES, REMEDIES FOR DELAYS AND CANCELLATIONS AND DENIED BOARDING COMPENSATION

9.1 Schedules

- (a) The departure and arrival times, along with the flight times and the departure terminal, are indicated by the Carrier on the Ticket or in the Itinerary and Receipt supplied to the Passenger for informational purposes and are likely to change between the date of issue of the Ticket or Itinerary and Receipt and that of the effective transport. The departure and arrival times, flight times and also the departure terminal may be modified by the Carrier without prior warning.
- (b) The departure and arrival times and also the flight times indicated in the Carrier's timetables do not form part of the contract agreed between the Passenger and the Carrier. Subsequently, the Carrier shall not be held responsible, except where otherwise provided for by the Convention, for any consequential damages, whether direct or indirect, in the event of modifications to the departure, arrival or flight times. The Passenger shall in no circumstances request any form of compensation as a result of such modifications.

- (c) With the exception of acts or omissions with the intention to cause Damages, the Carrier shall in no event be held responsible for the errors or omissions in the timetables or any other information provided by the Carrier, its employees, agents or sub-contractors in relation to the departure and arrivals times or other information concerning the flights.
- (d) The Carrier assumes no responsibility for connecting flights and will make its best efforts to carry the Passengers and their Baggage with diligence (obligation de moyens).

9.2 Remedies for delays and cancellations

- (a) The Carrier may decide, in particular to avoid the cancellation of or delay to a flight, to carry the Passenger on a different flight operated by another aircraft, and/or by another airline.
- (b) The Carrier undertakes to respect the Conventions, the legislation and mandatory regulations applicable to the carriage of the Passenger in relation to responsibility due to delays, cancellations and denied boarding not justified by one of the situations mentioned in articles 5, 6 and 7 of these General Conditions of Carriage. The Carrier shall in no event be held responsible, in particular contractually, other than where required by the Conventions, the legislation and mandatory regulations applicable to the carriage of the Passenger.
- (c) In particular, in the event of a cancelled flight, or a flight delayed by at least five hours, or if the Carrier does not stop at a Stopping Place, or does not serve the final destination of the Passenger, or if the Passenger is unable to, through the direct and exclusive fault of the Carrier, catch a Corresponding Flight for which he/she holds a confirmed reservation, the Passenger may choose one of the following remedies:

ARTICLE 10. REFUNDS OF FARES, SURCHARGES, TAXES, FEES AND CHARGES

10.1 General provisions

- (a) Refunding of Tickets may only take place where explicitly provided for by these General Conditions of Carriage or the applicable mandatory regulation.
- (b) Ticket refunds are performed exclusively by the Carrier having delivered the Ticket, upon the aforementioned Carrier's agreement, and may only be performed once the Ticket has been delivered by the Carrier or the Authorised Agent and the refund has been authorised by the Carrier.

(c) Except where otherwise indicated by the Carrier, the Carrier shall refund or arrange to be refunded the person who actually purchased the Ticket, subject to proof of identity of the purchaser.

(d) If the Passenger has not used any part of the Ticket, the refund will be equal to the airport taxes paid by the Passenger.

ARTICLE 11. BEHAVIOUR ON THE AIRCRAFT

11.1 Dangerous behaviour

If, while the Passenger is on board the aircraft, the Carrier reasonably believes that the Passenger is putting or has put in danger, for whatever reason, the safety or security of the Flight, the aircraft or any person on board, including the crew, the Carrier will take all necessary safety and security measures, including restraint.

Upon landing, wherever the location, the Carrier reserves the right to force the Passenger having put at risk, for whatever reason, the safety or security of the Flight, the aircraft or any person on board, including the crew, to leave the aircraft and to refuse to transport the Passenger on the remaining sectors of his/her journey indicated on the Ticket.

Furthermore, the Carrier reserves the right to report the incident on board the aircraft to the relevant authorities, with a view to prosecuting the passenger for any criminal offence which he/she may have committed.

In particular, this shall be the case if the Passenger has:

- Deliberately interfered with the crew in carrying out their duties;
- Failed to obey the instructions of the crew relating to safety or security;
- Failed to obey the “seat-belt” or “no-smoking” signs;
- Committed a criminal offence;
- Allowed his/her physical or mental state to become affected by drink or drugs (legal or otherwise);
- Failed to obey the crew’s instructions relating to drink or drugs;
- Made a hoax bomb or other security threat;
- Threatened, abused or insulted the crew or other Passengers;
- Behaved in a threatening, abusive, insulting or disorderly way towards the crew or other Passengers.

11.2 Diversion costs caused by unacceptable behaviour

The Passenger is liable for all direct or indirect Damages caused by his/her behaviour. In particular, if, as a result of his/her behaviour, the Carrier diverts the aircraft to an unscheduled destination, the Passenger must pay the costs resulting from the diversion.

The Carrier reserves the right to prosecute the Passenger for actions committed on the aircraft board.

11.3 Using electronic devices on board the aircraft

For safety reasons, the Carrier may decide to not allow the Passenger to use electronic devices on board the aircraft, including but not limited to:

- Mobile phones;
- Laptop computers;
- Personal recorders;
- Personal radios;
- MP3, cassette and CD players;
- Electronic games, or
- Transmitting devices (for example, radio-controlled toys and walkie-talkies).

ARTICLE 12. SERVICES PROVIDED BY OTHER COMPANIES

12.1

If the Carrier agrees, within the scope of the contract of carriage, to provide the Passenger with accessory services provided by other companies, it shall by no means be held responsible for such services.

The providing of such services, for which the Carrier has, as the case may be, issued a Ticket, entitlement or voucher, is ruled by the general conditions of the companies which provide such services.

12.2

The Carrier may provide in its name and on its behalf land or sea carriage services. In such event, the services provided shall be ruled by the general conditions applicable to such services, which shall be entirely independent from these General Conditions of Carriage. Such general conditions are made available by the Carrier or the Authorised Agents.

ARTICLE 13. TRAVEL DOCUMENTS, ENTRY REQUIREMENTS, CUSTOMS INSPECTION AND SECURITY SCREENING

13.1 General Provisions

(a) Passenger's liability and undertakings

The Passenger must be informed of the entry requirements in force for all countries he/she visits and, more generally, of the laws, regulations and rules of all countries of departure, arrival or transit or crossed by aeroplane and undertakes to comply with them.

The Passenger must present to the Carrier, before his/her journey, at the time of the registration and boarding and in any event at any time, all valid passports, visas, health certificates and other travel documents needed for his/her journey. Where required by law and regulations, the Passenger must be present during the checking of his/her Baggage by the customs services or any other agents.

(b) The Carrier shall by no means be held responsible if the Passenger:

- Is not in the possession of all passports, visas, health certificates and other travel documents needed for his/her journey;
- Is in the possession of invalid or spoiled passports, visas or health certificates or other travel documents, or
- Has not complied with the law, regulations and rules in force,
- Was not present during the customs service's inspection of his/her Baggage and that a Damage was suffered during the checking.

(c) The Carrier reserves the right to request from the Passenger the authorisation to make copies and keep or have the originals and the copies of the passports, visas, health certificates and other travel documents kept for safety reasons until the end of the Flight.

13.2 Refusal of entry to a country

(a) The Carrier shall not be held responsible of any refusal and direct or indirect consequences resulting from the refusal by the authorities and government of a country to the Passenger to enter such country. As a consequence, should the Passenger be refused to enter to a country, he/she must pay:

- All fines, penalties or charges imposed on the Carrier by the government concerned as result of such refusal,
- All detention costs charged to the Carrier,
- The fare for transporting the Passenger back to his/her place of departure,
- Any other costs paid, due to paid or agreed to be paid by the Carrier to the authorities and/or government of such country.

(b) The Carrier shall, in no event, be bound to refund the Passenger, the entry to the territory of whom was refused, the Ticket for carrying the Passenger to the place where he/she was denied entry.

13.3 Refund of fines, detention costs and other charges

In the event where the Passenger does not comply with law or regulations, or any other travel requirements of the country to which the Passenger has travelled to or does not produce the necessary documents required in such, the Passenger must pay all fines, penalties, fees, charges or costs (i.e. such as detention costs) paid by the Carrier as a result of the non-compliance with the law, regulations or obligations.

The Carrier reserves the right to deduct the amounts paid as a result of the above from the value of any unused part of the Ticket, or any Passenger's money in the Carrier's possession

13.4 Customs inspections

Where required by law, regulations or rules, the Passenger must be present when his/her Baggage is inspected by customs or other government officials. The Carrier shall not be held responsible for direct or indirect Damages suffered by the Passenger and/or his/her Baggage in the course of an inspection or because the Passenger was not present.

13.5 Security screening

The Passenger must allow government officials or airport officials, or the Carrier and its Authorised Agents to carry out security screening of the Passenger or his/her baggage and commits not to resist.

ARTICLE 14. LIABILITY

14.1 Scope of the liability

These General Conditions of Carriage govern the liability of OpenSkies.

The carriers' liability is governed by the conditions of carriage of the Code Share partners of OpenSkies. The general conditions of carriage of other carriers involved in the journey govern the liability of each of these carriers. The general conditions of carriage may set out conditions and limitations of liability more restrictive than these General Conditions of Carriage.

14.2 General Provisions

- (a) This article 14 defines the limits on the liability of OpenSkies. If it is inconsistent with the Convention or other applicable laws, the Convention or other applicable laws will override this article 15 if their application is imperative.
- (b) OpenSkies shall not be liable for any Damage in the case where OpenSkies or its agents:
 - Have obeyed laws or government rules and regulations; or
 - The Passenger has not obeyed laws or government rules and regulations.
- (c) Except where the General Conditions of Carriage state differently, the liability of OpenSkies is limited to compensatory Damages which the Passenger is entitled to recover for proven losses or costs under the Convention or applicable laws.
- (d) The contract of carriage agreed between OpenSkies and the Passenger (including these General Conditions of Carriage) applies to the agents of OpenSkies, its

servants, employees and representatives in the same way as it applies to OpenSkies. As a result, the total amount that the Passenger may recover from OpenSkies and its agents, servants, employees and representatives shall not exceed the total amount of the responsibility of OpenSkies, if any.

- (e) Nothing in these General Conditions of Carriage gives up any exclusion or limitation of liability to which OpenSkies is entitled under the Convention or any applicable laws.
- (f) Nothing in these General Conditions of Carriage prevents OpenSkies from excluding or limiting its liability under the Convention or any applicable laws or gives up any defence available to it under the Convention or any applicable laws, against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

14.3 Liability for the death, wounding or other bodily injury suffered by Passengers

- (a) OpenSkies shall be liable for Damage sustained in the event of death or bodily injuries by a Passenger in the event where the accident which caused the Damage occurred on the board of the aircraft controlled by it or during the boarding and landing from such aircraft and subject to any limitations of responsibility.
- (b) OpenSkies' liability in the event of death, wounding or any other bodily injury suffered by a Passenger as a result of an accident, shall not be subject to any financial limit. The amount of the Damages awarded shall cover only the real value of the Damage suffered, as would have been fixed by an out of court settlement, by an expert adjudicator or by the competent courts.
- (c) OpenSkies shall compensate the Passenger the amounts exceeding those received by the Passenger by social security or insurance policies the Passenger is affiliated to and only for compensatory Damages.
- (d) Notwithstanding the provisions of clause 14.3 (a), if the Damage was caused, all or part, by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or of the person claiming compensation, OpenSkies may be exonerated wholly or partly from its liability in accordance with applicable laws.
- (e) OpenSkies may not have its liability limited, in all or part, if the death, disability, illness or bodily injury suffered and attributable to the Passenger's health, physical or mental condition which is prior to the boarding on the aircraft, or to the aggravation of such condition.
- (f) For any bodily Damages exceeding the amount of 100,000 SDRs per Passenger, they shall be reduced if the Damage is not due to the negligence, or other wrongful act or omission attributable to OpenSkies, its agents, representatives or employees or if

the Damage results solely from the negligence, wrongful act or omission of a third party.

- (g) OpenSkies reserves the right of recourse and subrogation against third parties.
- (h) In the event of death or bodily injury as a result of an air accident according to the Convention, law and regulations applicable, the person identified as the natural person entitled to compensation shall receive an advance payment as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. This advance payment shall not be less than the equivalent of 16,000 SDRs per Passenger in the event of death. Subject to the applicable law, this advance shall be paid no more than 15 days after the identification of the entitled person and shall be deducted from the definitive amount of compensation due to the deceased Passenger.
- (i) An advance payment shall not constitute recognition of the liability of OpenSkies and the amount of the advance payment may be deducted from the final amount paid by OpenSkies as compensation, based upon its liability.

14.4 Liability for Damage to Baggage

- (a) If OpenSkies delivers a Ticket implicating carriage by another Carrier (other than under the LV airline designator code) or checks in Baggage destined to be carried by another carrier (other than under the LV airline designator code), OpenSkies shall be considered to be acting solely as an agent of this carrier, who shall be solely liable for any Damage. However, concerning Checked Baggage, the Passenger retains the right to act against the first or last Carrier involved in his/her journey.
OpenSkies shall not be liable, in any way, for Damage to items that the Passenger has placed in his/her Checked Baggage that are unauthorised under the General Conditions of Carriage, or for authorised firearms, where the Passenger has not conformed with the applicable laws and regulations and to the General Conditions of Carriage.
- (b) OpenSkies shall in no event be liable for Damage of any form to Cabin Baggage or to items placed by the Passenger in his/her Cabin Baggage.
- (c) The liability of OpenSkies shall not exceed the amount of proven direct and/or exclusive Damage and OpenSkies shall in no way be liable for indirect Damage, Damage which is not exclusively due to its actions or any form of Damage which is not compensatory for the grievance suffered.
- (d) The liability of OpenSkies in the event of Damage to Baggage, including all Damages caused by a delay, is limited to 1,000 SDRs, except where the Passenger can prove that the Damage results directly and exclusively from an act or omission attributable to OpenSkies or its agents:
 - Committed with the intention of causing Damage, or

- Recklessly and with the knowledge that Damage would probably result, and the Passenger proves that the employees or agents of OpenSkies responsible for the act or omission were acting within the scope of their employment.
- (e) If the Passenger completes a special declaration of higher value at check-in and pays the applicable fee, the liability of OpenSkies shall be limited to the higher declared value.
- (f) Except where otherwise provided for, OpenSkies shall not be liable for Damage caused to Baggage caused by delay.
- (g) OpenSkies shall not be liable for any Damage caused by the Passenger's Baggage. The Passenger is solely liable for any Damage caused by his/her Baggage to other persons or objects, including those of OpenSkies or those of its agents.

14.5 Liability for Damage caused by delay to Passengers

- (a) Only direct, proven Damage caused directly and/or exclusively by delay may give rise to a claim for compensation, excluding all forms of indirect Damage, which do not result exclusively from the delay or any form of Damage which is not compensatory for the grievance suffered. The Passenger must demonstrate that the Damage is caused directly and exclusively by the delay.
- (b) The liability of OpenSkies for Damage caused to a Passenger by delay is limited to 4,150 SDRs.
- (c) OpenSkies shall not be liable for Damage caused to the Passenger caused by delay if OpenSkies or its agents took all reasonable measures to avoid the Damage or if it was impossible for OpenSkies or its agents to take such measures.

ARTICLE 15. TIME LIMITS FOR BAGGAGE COMPLAINTS

15.1

The reception of Baggage, by the Passenger or by a person in possession of a Baggage Check or a Baggage Identification Tag, for Checked Baggage, without making a complaint within the stated time limits, constitutes sufficient evidence that the Baggage was delivered in good condition and in conformity with the General Conditions of Carriage.

15.2

In the event of Damage to Checked Baggage, the Passenger must make a complaint in writing upon discovery of the Damage, and at the latest, within seven days from the date the Passenger received the Checked Baggage.

15.3

In the event of delay in the carriage of Checked Baggage, the Passenger must make a complaint in writing to the Carrier within 21 days of the baggage being made available to him/her.

15.4

Actions for damages must be brought within two years. The Passenger or other entitled persons shall have no right to Damages if action is not brought within two years calculated from:

- The date of arrival at the place of destination;
- The date on which the aircraft was scheduled to arrive; or
- The date on which the carriage stopped.
- The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 16. PASSENGERS WITH SPECIAL NEEDS

16.1 General and reservations

- (a) Any Passenger with a special needs requiring special assistance should inform the Carrier at the time of booking of his/her special needs.
- (b) The Carrier will carry the Passenger where arrangements have been made to provide for his/her special needs. Even where the Passenger does not inform the Carrier, at the time of reservation, of his/her special needs, the Career shall take all reasonable steps to provide for these special needs. In such case, the Carrier shall only be required to make best efforts and cannot be held liable for failure to accommodate such needs.

16.2 Seating

All the rules of seating mentioned in the General Conditions of Carriage apply to seating Passengers with a disability. In addition, if the Passenger has a disability which causes him/her to need a bulkhead seat, such as a disability which causes the Passenger to be accompanied in the cabin by an assistance dog, pursuant to the General Conditions of Carriage, and where the disabled Passenger requests a bulkhead seat, it will be provided to the Passenger only if it is not already assigned to another Passenger with a disability.

16.3 Travel with an attendant

Where it is essential for the safety of the Passenger with a disability, or if the Passenger is unable to perform his/her own evacuation from the aircraft, or furthermore, if the Passenger with a disability is unable to understand safety instructions, the Carrier may assign an attendant to the Passenger.

- (a) There is no charge for carrying any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards the free Baggage allowance.
- (b) On flights where medical oxygen is permitted, the Passenger with a disability will be charged a supplement to the Ticket price for the service of medical oxygen. Furthermore, the Passenger with a disability will be required to be accompanied by an attendant.
- (c) The Carrier reserves the right to refuse to accept Passengers having to travel on a stretcher.

ARTICLE 17. NOTICES AND DEADLINES

Concerning the sending of notices, the Carrier shall not take into account the date of sending of such notice. In order to state upon the validity of a Ticket, the Carrier shall take into account neither the date of issuing, nor the date where the Flight commenced.

ARTICLE 18. BREACH OF CONTRACT

If the Passenger does not comply with the provisions of the contract of carriage, the General Conditions of Carriage, the Carrier's regulations and the applicable law and regulations, the contract of carriage shall be breached as of right without warning or prior formal notice and the amounts in relation to the Ticket which have been already collected shall be kept by the Carrier.

ARTICLE 19. LANGUAGE, GOVERNING LAW AND JURISDICTION

These General Conditions of Carriage are made public in the French language. An English language translation is also available for public information purposes. However, only the French version of these General Conditions of Carriage shall be legally binding.

If the Passenger is not a Consumer, these General Conditions of Carriage are governed by French law, subject to any Convention or rules governing conflict of jurisdictions.

If the Passenger is not a Consumer, any disputes arising with respect to the activities ruled by these General Conditions of Carriage shall be submitted to the competent Court of Paris (France), which shall have exclusive competence.

The Carrier undertakes to carry the Passenger to the destination indicated on his/her Ticket, on another of its scheduled services on which a seat is available in the class of service for which the fare has been paid on the nearest date or, at a later date at his/her convenience. In such case, the Carrier will not charge any supplement and, if necessary, will extend the validity of the Ticket.