

# *Conditions of Carriage*

## **1. DEFINITIONS THE MEANING OF CERTAIN EXPRESSIONS USED HEREIN**

When you read this document, you are requested to understand that:

**"We", "our", "ourselves" and "us"** means BlueAir Transport Aerian.

**"You", "yours" and "yourself"** mean any person, except for the members of the crew, carried or to be carried by plane, who is in possession of an Electronic Ticket. (See, also, the definition of "Passenger").

**"JOR "** represents the three letters identifying the company.

**"AUTHORIZED AGENT"** means a sales agent appointed by us to represent our company for the sale of our air transport services.

**"BAGGAGE"** means clothing and other personal belongings which the passenger may need during the travel. Unless otherwise provided, this term shall include both carry-on and checked-in baggage.

**"CHECKED-IN BAGGAGE"** is the baggage of which the company takes custody from the hand-over to the final destination and for which a Baggage Identification Tag was issued. The checked-in baggage includes any object which was weighted, labelled and stowed in the aircraft hold.

**"BAGGAGE IDENTIFICATION TAG"** is a document issued solely for the identification of the Checked-in Baggage.

**"Company"** means an air company, other than us.

**"CARRY-ON/CABIN BAGGAGE"** This is the baggage which the passengers may carry with them in the cabin and for which they are responsible. A passenger may have only one Carry-On (Cabin) Baggage. The Carry-On (Cabin) baggage shall not weigh over 7kilos and shall have the following sizes 55x40x20cm.

**"CHECK-IN"** is the time necessary for the processing of travel documents, the labelling of checked-in baggage and the issuance/delivery of the Boarding Pass.

**"CONTRACTUAL CONDITIONS"** are the provisions included in or delivered along with the Electronic Ticket, identified as such and also incorporating these Terms and Conditions of Carriage.

**"CONVENTION"**

"means whichever of the following instruments: the Convention for the Unification of Certain Rules Relating to International Carriage by Air " signed in Warsaw on October 12, 1929 (hereinafter referred to as the Warsaw Convention); the Warsaw Convention as amended at The Hague on September 28, 1955; the Warsaw Convention as amended by Additional Protocol No.2 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); Guadalajara supplementary Convention (1961); The Montreal Convention (1999);

**"COUPON"** means an Electronic Coupon, each of such coupon entitling the passenger to travel on the particular route specified on it.

**"DAMAGE"** includes death or injury of a passenger, loss or theft of the checked-in baggage or the lack of the contents thereof or another type of damage arising from or in connection with the carriage or other secondary services performed by us.

**"DAYS"** mean calendar days. For the purpose of notification, the day on which the notice is given shall not be counted.

For the purpose of establishing the validity period of the Electronic Ticket, the day upon which the travel starts shall be taken into consideration.

**"EC Regulation"** means European Council Regulation 2027/97 on air carrier liability in the event of accidents.

**"EURO"** means the currency unit adopted by the European Communities in accordance with Articles 207 and 209 of the Treaty of Rome.

**"ELECTRONIC COUPON"** means an electronic flight coupon, or another document held in our database.

**"ELECTRONIC TICKET"** means the itinerary specified by us or on our behalf in the Electronic Coupons .Such include the passenger's name, the route on which the passenger will travel, the number of the flight, the date, tariff, charges etc.

**"BOOKING CODE"** or **"ID"** is the number code made of several figures which you or the authorized agent obtained upon the completion of the operation of booking/sale of the electronic ticket. Such code shall only be valid for your identification in the booking system for the requested flight.

**"EXCESS BAGGAGE"** means the baggage exceeding the maximum admissible weight specified on the ticket. Such baggage may exceed by 60 kilos the admissible limit and shall be accepted provided that there is available room in the aircraft hold and an additional tariff which is published shall be

paid for it.

**"FORCE MAJEURE"** means unusual and unforeseeable circumstances, beyond your and our control, the consequences of which could not have been avoided even if all precautionary measures had been taken.

**"PASSENGER"** means any person, except for the members of the crew carried or to be carried in an aircraft based on an Electronic Ticket.  
(see also the definition of "you", "your" and yourself").

**"UNACOMPANNIED MINOR (UM)"** means a person between 6 and 14 years of age who travels without being accompanied by an adult.

**"FLIGHT COUPON"** means the portion of the Electronic Ticket issued by us or on our behalf, specifying the route on which you will travel and which shall be in your possession.

**"SDR"** means Special Drawing Rights, as defined by the International Monetary Fund from time to time and the equivalent value in other currencies, published in Financial Times. (On the date of SDR first printing, it was approximately equal to USD 1.2/EUR 1.17/ ROL 48,102).

**"TARIFF"** means the fares and charges published by us.

**"WEBSITE"** means the Internet pages [www.blueairweb.com](http://www.blueairweb.com) or [www.blueair.ro](http://www.blueair.ro) or [www.zboruri-ieftine.ro](http://www.zboruri-ieftine.ro) provided by us in order to enable you to make online bookings.

## **2.APPLICABILITY**

### **2.1 GENERAL CONDITIONS**

Except for the provisions of Articles 2.2, 2.4 and 2.5, the Terms and Conditions of Carriage shall apply only to the air carriage of passengers and baggage, performed by us and to any liability we may have in connection with that carriage by air. The Terms and Conditions of Carriage specified on the Electronic Ticket, Flight Coupons, Baggage Identification Tags or any other travel document accepted by us shall form part of these Terms & Conditions of Carriage.

### **2.2 CHARTER OPERATIONS**

If the transport is performed pursuant to a charter agreement, these Terms & Conditions of Carriage shall apply provided that they are incorporated by reference or otherwise in the charter agreement or the Electronic Ticket.

### **2.3 GOVERNING LAW**

The Terms and Conditions of Carriage shall apply provided that they are consistent with our tariffs and regulations in force. If any of the provisions of the Terms and Conditions of

Carriage is invalid under any applicable regulation, the other provisions shall prevail.

## **2.4 RIGHT OF PREVALENCE**

In case of inconsistencies between the Terms and Conditions of Carriage and other provisions we may stipulate in connection with certain issues, these Terms and Conditions of Carriage shall prevail.

## **2.5 CHANGE OF CONDITIONS**

No change of these Terms and Conditions of Carriage shall be valid unless made in writing by one of our managers.

## **3. TICKETS**

### **3.1 GENERAL PROVISIONS**

**3.1.1** The Electronic Ticket, the Terms and Conditions of Carriage, the Tariffs, our Carrier's Regulations and the important information listed on our webpage shall form together the Terms and Conditions of the Carriage Agreement concluded between you and us.

**3.1.2** We shall transport only the passenger whose name is specified on the Electronic Ticket, and you have the obligation to hold an identity document (IC or passport) according to the destination, within or outside the country.

**3.1.3** The Electronic Tickets belonging to the Flexi class may be reused for a future flight for the same destination and class, if announced 3 hours prior to the flight.

**3.1.4** No Electronic Ticket may be refunded.

### **3.2 CHANGE OF TICKET**

**3.2.1.** The Electronic Ticket you bought shall be valid only for the route identified on it and for the Passenger whose name is specified on the Ticket, from the place of departure to the final destination, on the day and for the flight specified on such ticket. The price you paid shall be based on our tariffs and shall be valid for the travel specified on the Electronic Ticket. This is an essential part of the agreement we concluded with you.

**3.2.2** If you wish to change any travel-related data, you must contact us in due time according to our Conditions of Carriage. Such changes may trigger another calculation of the tariff and the payment of a penalty fare according to the conditions related to the application of the tariff. You may accept the new price or maintain the initial route specified on the ticket. The rules governing the change of the Electronic Ticket are detailed in the Conditions of Carriage which are listed on our Internet page or which may be sent to you upon request.

### **3.3 NAME AND ADDRESS OF THE CARRIER**

Our name may be encoded as JOR or may be any other abbreviation specified on the Electronic Ticket. The address of our registered office is listed at the end of these Terms and Conditions of Carriage. All the correspondence, notifications etc. shall be sent to the address listed at the end of these Terms and Conditions of Carriage.

## **4. TARIFFS, CHARGES AND OTHER EXPENSES**

### **4.1 TARIFFS**

Tariffs shall apply only for the carriage from the point of departure to the point of destination. Tariffs do not include land transport services to/from the airport or between airports. Your tariff shall be calculated according to our Tariffs valid on the day of payment of the Electronic Ticket in order to travel on the day and route specified on it.

### **4.2 CHARGES AND OTHER EXPENSES**

You shall pay charges and overcharges imposed by the government, civil aeronautic authorities, airports. Upon the payment of the Electronic Ticket, you will be informed of the charges and overcharges which are not included in the tariff, most of them being specified separately on the Electronic Ticket. The charges and overcharges imposed on air carriage are amended on a permanent basis and may also be imposed after the date of purchase of the Electronic Ticket. If the charges or overcharges specified on the Electronic Ticket are increased subsequently to the purchase date, but prior to the beginning of the travel, you will have the obligation to pay them. Also, if new charges are imposed, you will have the obligation to pay such charges as well.

### **4.3 CURRENCY**

The tariffs, charges and overcharges are payable in the currency of the country where the Electronic Ticket is issued, unless another currency is indicated by us or our Authorized Agent on the payment date or prior to such date (for instance, because of the impossibility of conversion into the local currency). The passengers holding credit/debit cards in a currency other than the currency in force in the country of departure of their aircraft shall make the payment in the currency for which the card is issued and shall also pay an additional charge.

### **4.4 ADMINISTRATIVE FEES**

We reserve our right to charge a reasonable administrative fee for the ancillary services which are not included into the price of the Electronic Ticket, also including applications regarding the personal data provided under sub-article 5.4 and the requests for ticket duplicates.

## **5. BOOKINGS**

### **5.1 BOOKING CONDITIONS**

A booking for a certain flight is confirmed through the issuance of a Confirmation Code (Booking). Such confirmation shall be made in writing or by email in the case of telephone bookings. In the case of on-line bookings, the Confirmation Code shall be listed on the screen, at the end of the transaction. You should type such information because you are required to know that number upon embarkation. You should not reconfirm a flight for which a Confirmation Number was issued.

### **5.2 CHANGES**

All the passengers having made the payment are entitled to change the booking after confirmation, except for the name of the Passenger or of the destination, at least two hours prior to the departure of the initial flight, against payment of a 35EUR fee per Passenger, flight and other differences between the current tariff and the new tariffs, charges or overcharges, valid on the date when the booking is changed, according to our Terms and Conditions of Carriage.

### **5.3 PAYMENT**

The tariffs, charges and overcharges in connection with your booking shall be paid in full upon confirmation of the booking.

### **5.4 PERSONAL DATA**

Your personal data are necessary to us for the following purposes: conclusion of a booking, purchase and issuance of an Electronic Ticket, accounting, invoice and audit (including verification of the credit or of other cards), for administrative and legal purposes, statistic analyses, in order to develop and provide services and to facilitate the security, border and customs-related procedures and to provide such data to governmental agencies, in connection with your travel. Such data may also be used for marketing surveys and by companies within the Blue Air group. For such purposes you authorize us to use the data in such manner and send them to our offices and branches, authorized agents, governmental agencies, data processing agencies, credit companies and issuers of cards or to those providing the abovementioned services. This also includes the transmission of your personal data outside Romania. If you do not wish to receive information from us or from our travel partners, you are requested to write to us at the address specified at the end of these Terms and Conditions of Carriage.

### **5.5 SEATING**

We do not guarantee that we may provide a particular seat inside the plane and you will agree to accept any seat you will be offered. We reserve our right to assign seats even after boarding on the aircraft. This may be necessary for operational, flight safety or security reasons.

## **5.6 CONNECTIONS**

Our flights are not intended for use in connection with other flights of our companies or of other air carriers. You will assume your entire responsibility for any connection you make and you will have to check-in for any connection flights. We recommend you to make sure that you fulfill the necessary conditions.

## **6.CHECK-IN AND EMBARKATION**

### **6.1 CHECK-IN DEADLINE**

You must reach the airport long before the scheduled flight departure time in order to permit completion of the check-in, customs and embarkation procedures. The deadline for check-in may vary from one airport and flight to another. It is your responsibility to make sure that you will comply with the traveling conditions. The deadline to present for check-in is 40 minutes prior to the hour scheduled for take-off. If you fail to appear for check-in prior to the deadline or if you do not have the necessary documents, we reserve our right not to accept you for traveling and shall not be liable for your financial losses resulting from your failure to observe the provisions included herein.

### **6.2 OBLIGATIONS UPON CHECK-IN**

Upon check-in you have the obligation to show your ticket, an identity document, IC or passport (as the case may be), the checked-in baggage/baggages to be weighed and the carry-on baggage in order to verify whether it does not exceed the weight and size-related limits.

### **6.3 GENERAL ISSUES**

You shall observe all laws, regulations and requirements existing in the countries of destination or departure and our Terms and Conditions of Carriage. We have no responsibility to you for obtaining the documents necessary for your travel or for observing the laws, regulations, requirements or instructions of which you were informed in writing or otherwise, or for the consequences of the fact that you did not obtain the necessary documents or did not observe the laws, regulations, requirements or instructions given.

### **6.4 TRAVEL DOCUMENTS**

You have the responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules and instructions in order to travel to/from certain countries. We reserve our right to refuse for travel any passenger whose documents are not according to the laws, rules or instructions regarding the travel.

### **6.5 RESPONSIBILITIES UPON ENTRY IN ANOTHER COUNTRY**

You are fully responsible for the situations when the customs authorities in the country of destination where you will travel with our company refuse your access on the territory and compel us to take you back to the place of departure.

## **6.6 FINES, PENALTIES, DETENTION COSTS ETC.**

If we have the obligation to pay fines, penalties or other expenses because you did not observe the laws, regulations, orders or other travel-related requirements in the countries of destination or of departure or if we have to obtain for you the necessary documents, you have the obligation to pay us back, upon our request, any cost or expense incurred for such purpose. In order to recover such costs or expenses, we may take into consideration the value of any transport which you did not use or any other funds in our possession.

## **6.7 SAFETY INSPECTIONS**

Under certain circumstances, for flight security reasons, upon the request of governmental institutions or airport authorities, you will have to undergo any necessary checks in connection with you and/or your baggages.

## **6.8 EMBARKATION FORMALITIES**

After check-in you will be informed of the place and time where you will have to go and fulfill the customs and embarkation formalities. To avoid any doubt or delays, you must listen carefully to the announcements made through the amplifier of the airport.

## **7. REFUSAL AND LIMITATION OF CARRIAGE**

### **7.1 RIGHT TO REFUSE THE CARRIAGE**

We reserve our right to refuse your carriage in the following situations:

**7.1.1** you have a visible state of anxiety further to alcohol or drug consumption and your behavior may jeopardize the safety of the flight;

**7.1.2** your health condition is not good and you do not have the doctor's recommendation regarding your ability to travel by plane;

**7.1.3** if during a previous flight with our company you had an inappropriate behavior and we have reasons to believe that this will happen again;

**7.1.4** if you refuse to comply with our conditions regarding the content, form and sizes of your baggages;

**7.1.5** if you refuse the performance of the security check for you or your baggage;

**7.1.6** if you failed to pay the tariffs, charges or overcharges related to the flight;

**7.1.7** upon the request of the customs bodies, because you failed to fulfill the exit/entry conditions outside/inside the country;

**7.1.8** if you submit an Electronic Ticket which was illegally obtained, from a company other than ours, from agents unauthorized by us or which was reported as being stolen or lost, which is a forgery or if you are incapable to evidence that you are the person recorded on the

Electronic Ticket;

**7.1.9** if you fail to observe our instructions regarding flight safety and security;

**7.1.10** if you threaten or insult the members of the crew or our ground staff;

## **7.2 SPECIAL ASSISTANCE**

**7.2.1** Acceptance for carriage of disabled persons, pregnant women, sick persons or other persons requiring special assistance depends on a prior arrangement with us. We accept for carriage children unaccompanied by an adult, aged between 6 and 14 years including, but no more than 4 (four) children for one flight. In order to observe these requirements and restrictions and to perform all the formalities for the carriage of unaccompanied children, you must sign an agreement with us.

**7.2.2** Wheelchairs will be provided without any charge. Only two passengers requiring wheel chair and special assistance may be transported on one flight.  
For further details, see the Carrier's Regulations available on our web site or upon request.

## **8. BAGGAGE**

### **8.1 WEIGHT OF BAGGAGE**

**8.1.1** Each passenger has the right to maximum two checked-in baggages having a total weight of maximum 25 kilos and the sizes of maximum 100x 80x30cm, the carriage thereof being included into the price of the ticket. For children comprised between 1 month and two years of age (infants) a baggage of maximum 10(ten) kilos shall be accepted free of charge.

**8.1.2** We may refuse the carriage of any baggage exceeding the maximum weight accepted per square meter into the aircraft hold which is not insured or is improperly packed.

### **8.2 EXCESS BAGGAGE**

**8.2.1** The checked-in baggage in excess of 25 kilos shall be charged with EUR 6 per kilo.

**8.2.2** Bicycles are accepted for transport only as checked-in baggage against a EUR 25/bicycle/flight charge.

**8.2.3** For the transport of golf, skiing and waterskiing equipment which do not exceed 15 kilos, a fee of EUR 10/passenger/flight shall be charged and the baggage excess charge shall be paid for the baggage exceeding such weight according to article 8.2.1.

### **8.3 ITEMS UNACCEPTABLE IN THE BAGGAGE**

**8.3.1** You shall not put in your baggage the following items:

**8.3.1.1** Items which may jeopardize the safety of the aircraft or the passengers, the items provided in the Technical Instructions for the Safe Transport of Dangerous Goods by Air

issued by the International Civil Aviation Organization (ICAO), in the instructions of the International Air Transport Association (IATA) and in our regulations (further details are available upon request).

**8.3.1.2** Items the carriage of which is prohibited under the laws, rules, orders in force in any country of destination/departure.

**8.3.1.3** Items which we deem as dangerous because of their shape, volume or weight. Information on unacceptable items may be provided upon request.

**8.3.1.4** Radioactive Materials

**8.3.1.5** Weapons and fire arms, ammunition, other than those used for hunting or sport. The following shall be an exception to this rule:

**8.3.1.5(a)** Weapons and fire arms and ammunition for hunting or target shooting which may be transported only as Checked-in Baggages according to our Carrier's Regulations. Such must be unclamped into components, packed accordingly and separated from the related ammunition. Ammunition must be transported pursuant to the Regulations on the Carriage of Dangerous Goods issued by ICAO and IATA. Such items must be declared upon check-in.

**8.3.1.5(b)** Panoply weapons, swords, daggers and other similar items which may be carried only as Checked-in Baggage according to our Rules of Carriage. Such shall be declared upon check-in.

**8.3.1.5(c)** Knives for domestic use and other similar items carried only as Checked-in Baggage according to our Rules of Carriage. Such items shall be declared upon check-in.

**8.3.2** You must not introduce in your Checked-in Baggage money, jewelry, precious metals, laptop computers, personal electronic items, important papers, documents, passports or other identity documents. The failure to observe such recommendation exonerates us from any liability related to the loss, deterioration or destruction of the abovementioned items, which may occur during handling or transportation.

## **8.4 CHECKED-IN BAGGAGE**

**8.4.1** When your Checked-in Baggage is handed over for check-in, it gets in our custody and we shall issue an Identification Baggage Tag.

We recommend you to specify on the Checked-in Baggage your name, address and a telephone number where you may be contacted.

**8.4.2** The Checked-in Baggage shall be carried in the same aircraft as you. If this is not possible for reasons independent of our will we have the obligation to carry it to your destination specified on the electronic ticket, as soon as possible.

## **8.5 CARRY-ON BAGGAGE**

**8.5.1** You are entitled to have only one carry-on baggage which may not exceed 7 kilos and the size of 55 cm x 40 cm x 20 cm. In addition, you have the right to take one laptop, the sizes of which shall not exceed 55 cm x 40 cm x 20 cm.

If your carry-on baggage exceeds such sizes and the specified weight, it should be carried as Checked-in Baggage. The total weight of your (checked-in and carry-on) baggages may not exceed 32 kilos.

**8.5.2** Musical instruments such as violins or cellos may be carried in the cabin on the seats available if you announce us thereof in due time and only subject to our consent. If the requests for seats for the respective flight are numerous, we will have the obligation to charge you the equivalent amount for one seat in order to ensure the carriage of the musical instrument.

## **8.6 COLLECTION AND DELIVERY OF CHECKED-IN BAGGAGE**

**8.6.1** You must collect your Checked-in Baggage when you arrive at destination. Unless you collect your baggage within a reasonable time period, such baggage is taken over in our custody and we may charge a storage fee. If the baggage is not claimed and collected within one month from the date when it is brought to destination, we may use it in any manner whatsoever without any material liability to you.

**8.6.2** Only the owner of the Checked-in Baggage and of the Baggage Identification Tag is entitled to collect the baggage.

**8.6.3** The Checked-in Baggage of which we take custody shall be handed over only to its owner provided that he/she shows the Baggage Identification Tag or to any legally authorized person.

## **8.7 LIVING ANIMALS**

**8.7.1** In the passengers cabin it is permitted to carry small living animals belonging to the PET category (pets with a maximum weight of 6 kg.) cats or dogs, in special cages, the owner having the responsibility to hold them during the flight. In this case, the transportation is against a EUR 35 charge/round-trip ticket.

**8.7.2** Carriage of average living animals, dogs or cats is permitted in the aircraft hold provided that such animals are kept in standardized cages according to IATA Regulations, and that their number does not exceed three on one flight. The carriage shall be made against payment, at the tariff of EUR 5/kilo/segment applicable on the gross weight (cage and animal).

## **8.8 HUMAN REMAINS**

**8.8.1** Human remains are not acceptable for carriage on any passenger aircrafts for any destination.

**8.8.2** Carriage of human ashes is acceptable subject to a prior arrangement.

## **9. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS**

### **9.1 SCHEDULE**

**9.1.1** Our operation schedule is the one published in the booking system, leaflets or other presentation forms. The flight times appearing in the schedule may be changed during the period comprised between the date of publication and the date on which your travel is scheduled. Any amendment occurring in our operation schedule shall be introduced in the booking system.

**9.1.2** Before confirming the reservation we will inform you of the flight schedule in force on that date, which shall be printed on your Electronic Ticket. If you provide us with your contact details, we undertake to inform you of any modification. If, after you purchased the Electronic Ticket, we make a significant change in the schedule on which you do not agree and we cannot book another flight convenient to you, you may request repayment according to Article 10.2.

### **9.2 CANCELLATION, REROUTING, DELAYS, ETC.**

**9.2.1** We shall take all the measures necessary to avoid delay in your transportation. To avoid the cancellation of a flight, under exceptional circumstances, we may decide that such flight be made on our behalf by another company.

**9.2.2** Except for the cases otherwise established in the Convention, if a flight is cancelled or does not take place as per the schedule, we shall act as follows, subject to your consent:

**9.2.2.1** We shall transport you to your destination with the first flight we make, according to the availability of the seat, without having the obligation to pay any additional charges and, if necessary, we shall extend the validity of the Electronic Ticket.

**9.2.2.2** We will reroute you on the flights of another company.

**9.2.3** In case you do not accept any of the options included in Articles 9.2.2.1 and 9.2.2.2 we shall no longer have any responsibility and we will pay you back the entire amount you paid to us.

## **10. REPAYMENT**

**10.1** Pursuant to the terms provided herein, no Electronic Ticket shall be refunded. The Electronic Ticket may be exchanged for another flight at the same tariff or at a higher tariff, if possible, the payment of an exchange charge and a tariff difference being necessary. All the details in connection with this issue may be found in our Carrier's Rules, listed on our Internet page, or may be communicated to you upon request. Please verify the charging modality before purchasing the Electronic Ticket.

**10. 2** If we cannot fulfill our transport obligations according to the Carriage Agreement, we will pay you back the tariff you paid to us, totally or partially, pursuant to this Article.

**10.2.1** The amount specified on the Electronic Ticket shall be paid back in full if we cancelled the flight and cannot provide other options to you.

**10.2.2** If we cancel the flight of a segment of the route specified on the ticket, the amount returned shall be equal to the difference between the tariff paid for the entire route and the tariff applicable for the non-traveled segment.

**10.2.3** Repayments shall be made only to the persons whose name is specified on the Electronic Ticket or to those who made the payment, against submission of the unused ticket or coupon and of the fiscal receipt.

**10.2.4** The applications for repayment shall be made in writing and sent to the address mentioned at the end of the Terms and Conditions of Carriage.

### **10.3 CURRENCY**

The repayment shall be made in the same currency as the one used for the payment of the Electronic Ticket.

### **10.4 CREDIT CARD CHARGES**

No credit card charges or other forms of payment shall be paid back, except for the cases when the flight is cancelled by us.

### **10.5 OPTIONS FOR REPAYMENT**

If you accept another form of repayment, the provisions hereof shall apply to the respective form of repayment.

## **11.CONDUCT ABOARD AIRCRAFT**

### **11.1 GENERAL ISSUES**

**11.1.1** If we deem that your behavior aboard the aircraft jeopardizes the aircraft or any person or good aboard, or disturbs the members of the crew during the flight, or does not comply with the instructions of the crew, including those relating to smoking, drug or alcohol consumption or if you behave in such a manner as to trigger discomfort, inconveniences, damages or injury of passengers or members of the crew, we may take any measures necessary to prevent the continuation of such conduct, including immobilization. You may be disembarked and may not be allowed to make any future travel at any time and may also be held liable under criminal law for the offences perpetrated aboard the aircraft.

**11.1.2** If, because of your conduct, we are forced to divert the aircraft to a destination that had not been previously established and compel you to leave the aircraft, you shall pay to us all the costs resulting further to such fortuitous landing and the potential penalties imposed on us by the authorities of the country where we landed.

**11.1.3** To avoid any misunderstandings, you are not allowed to have alcoholic drinks which were not purchased aboard our aircraft. We reserve our right to refuse to offer or sell alcoholic

drinks to any passenger aboard the aircraft if he/she is already in a state of inebriation.

## **11.2 ELECTRONIC DEVICES**

For flight safety reasons, we may forbid or restrict the use of electronic devices aboard the aircraft, including mobile phones, laptops, mobile recorders, portable radios, CD players, electronic games or transmission/reception devices, including remote-controlled toys.

## **12.CARRIER'S ARRANGEMENTS FOR ADDITIONAL SERVICES**

If we make arrangements for and on your behalf with a third party in order to supply to you services, other than carriage by air, or if we issue a ticket or a voucher in connection with the carriage or the services (other than carriage by air) provided by a third party such as hotel reservations or car renting, in performing this we act solely as your agent. In such case, the terms and conditions of the third party shall apply. We shall be liable to you only in case we are guilty of negligence in connection with the conclusion of such arrangements.

## **13.ADMINISTRATIVE FORMALITIES**

### **13.1 GENERAL ISSUES**

**13.1.1** You have the responsibility to obtain all documents and visas necessary for the travel.

**13.1.2** We are not liable for the consequences resulting from the impossibility to obtain the necessary documents or visas.

### **13.2 TRAVEL DOCUMENTS**

Prior to the travel, you must submit all exit, entry and health documents or other documents required by the laws, rules, orders or requirements of the countries involved and you must allow us to make and keep copies of such documents. We reserve our right to refuse the carriage unless you observe such requirements or if your travel documents are inappropriate.

### **13.3 REFUSAL OF ENTRY**

If your entry in a certain country is refused, you are liable to pay all fines or fees imposed on us by the government of the respective country and the cost you paid for your carriage from that country. We shall not pay you back the tariff you paid for your carriage to the to the country where your entry was prohibited.

### **13.4 PASSENGERS' LIABILITY FOR FINES, DETENTION COSTS, ETC.**

If we are compelled to pay fines or penalties or to incur expenses resulting from your failure to observe travel-related laws, rules, orders or requirements of the countries involved or from your impossibility to submit the necessary documents, you shall pay us back, upon request, any related amount or expense. For such purpose, we may use the equivalent amount of the unused segments on your Electronic Ticket or any other funds which belong to you but are in our possession.

### **13.5 CUSTOMS INSPECTION**

Upon request of the customs personnel or of another governmental official, you will have the obligation to submit your baggage to the customs inspection. We shall not be liable for any loss or damage occurring during such verifications or due to your failure to observe such requirements.

### **13.6 SECURITY INSPECTION**

Prior to embarkation, you have the obligation to undergo the security check, both for you and your baggages.

### **13.7 INTERRUPTION IN CASE OF EMERGENCY DURING THE FLIGHT**

If you get sick when you are aboard the aircraft and we deem that an emergency landing on the nearest airport in order to receive the necessary medical assistance is for your interest, you will be liable for the payment of the medical expenses and the accommodation costs for your family or friends accompanying you and for the future costs related to your carriage from the unplanned stoppage point to your final destination. We recommend you to have a medical and transport insurance valid for the period of your travel.

### **13.9 PERSONAL DATA**

Passengers or clients agree that Blue Air may use their personal data (name ; mail address ; phone number; etc) in order to make possible the electronic transaction and to store such information .

## **14.LIABILITY FOR DAMAGE**

**14.1** Our liability shall be determined by our Terms and Conditions of Carriage. Our liability is limited and we recommend you to take out adequate insurance for the travel you are to make.

The provisions regarding our liability are the following:

**14.1.1** Except for the cases provided by the Romanian and EC Regulations, our carriage shall be subject to the rules and limitations in connection with the liability established by the Convention provided that the carriage is an international carriage to which the Convention applies. The following conditions shall apply to all our transports (whether or not in accordance with the Romanian and EC Regulations):

**14.1.2(a)** Any liability we may have for damages shall be reduced by any negligence from your part that causes or contributes to the damage according to the law in force.

**14.1.2(b)** We shall be held liable only for the damages occurring during the flight or on the flight segments where our code (JOR) appears in the air carrier's box on the Electronic Ticket for the respective flight or flight segment.

**14.1.2(c)** We are not liable for the loss or lack of contents of your Carry-on Baggage, unless such baggage was taken over by a member of the crew in order to store it in a place other than the one especially designed for such type of baggages.

**14.1.2(d)** Our liability for the loss or lack of contents of the Checked-in Baggage shall be restricted to SDR 17 per kilogram, and in the case of the Carry-on Baggage, the responsibility shall be limited to maximum SDR 332 per passenger, subject to the mention that if different liability limits apply according to the laws in force such limits shall prevail. If the weight of the Checked-in Baggage is not recorded upon check-in, the indemnity shall be calculated at the standard weight of 25kilos. If the weight of the Checked-in Baggage exceeded 25kilos and if the passenger paid the baggage in excess, the indemnity shall be calculated according to the real weight.

**14.1.2(e)** Except for the cases when specific provisions exist herein, we are liable to you only for the indemnities to which you are entitled, for the losses evidenced and for the costs according to the Convention.

**14.1.2(f)** We shall not be liable for the damages caused to the goods which must not be included in the Checked-in Baggage and which are described under article 8.3, including fragile or perishable items, items of a special value such as money, jewelry, precious metals, computers, personal electronic devices, documents, securities, or other goods, papers, passports and other identification documents or samples.

**14.1.2(g)** The Carriage Agreement, including these Terms and Conditions of Carriage and the liability exclusions or limitations shall apply to our Authorized Agents, employees and representatives in the same manner as they apply to us. The total amount which may be recovered from us and from such Authorized Agents, employees, representatives and persons may not exceed our liability, if any.

**14.1.2(h)** Nothing in these Terms and Conditions of Carriage cancels exclusions or limitations of liability specified in the Convention or in the laws in force, unless this is expressly provided.

**14.1.2(i)** For all the Blue Air destinations, the responsibility related to the fulfillment of the border crossing conditions shall be totally incumbent on passengers. Blue Air shall not be held liable in relation to the Rules and Regulations regarding border crossing by passengers.

## **14.2 SPECIAL ARRANGEMENTS**

In situations which may result in the death, hurting or bodily injury of the Passenger further to an accident occurring aboard an aircraft of our company or of another company which performs the flight on our behalf or during the embarking and disembarking operations during a flight performed by us or on our behalf:

**14.2.1** We shall not invoke the limitation of liability provided under Article 22(1) of the Convention or another similar limitation existing according to the law in force;

**14.2.2** We shall not use any defense provided under Article 20 of the Convention or any other similar defense existing according to the law in force, in connection with the application that does not exceed SDR 100,000;

**14.2.3** We shall make, without delay and during a period that does not exceed 15 days after the date when the identity of the person entitled to compensation was established, advance payments to the person having immediate economic needs, proportionally to the damages incurred (the amount shall not be lower than SDR 15,000 per Passenger in case of death). Any advance payment shall not represent acceptance of liability and may be reduced from our next payments, but it shall be returned if the negligence of the Passenger or of the person who received the payment caused or contributed to the damage, or if the person who received the payment is not the person entitled to compensation; THEREFORE we reserve all the other forms of defense (provided by the Convention or not) and all rights of recourse against other persons, including (but not limited to) rights of contribution and indemnity.

**14.3** As regards the advance payments to be made under Article 14.2.3 or any other form deemed as a EUR equivalent of an amount from SDR:

**14.3.1** The EUR equivalent shall be calculated at the currency exchange rate established by the International Monetary Fund for the respective date;

**14.3.2** If Romania has not introduced EUR as legal currency on the respective date, any payment or, as the case may be, any interpretation of the amount shall be made in ROL further to the conversion of the exchange rate from ROL into EUR for the respective date of payment or calculation, as the case may be.

**14.4** We confirm to you that we have liability insurance per passenger of at least SDR 100,000 and of no less than the minimum amount stipulated by the Romanian Civil Authority.

**14.5** When the carriage complies with the Romanian and EC Regulations, for applications exceeding SDR 100,000, we may be exempted from payment if we can evidence that our company or our agents took all the precautionary measures necessary to avoid the damage or that it was impossible for us or our agents to take those measures.

## **15.DEADLINE FOR SUBMISSION OF CLAIMS OR ACTIONS**

### **15.1 NOTIFICATION OF CLAIM**

Acceptance of Baggage by the holder of the Baggage Identification Tag without any claim upon delivery is sufficient evidence that the baggage was delivered under proper conditions and according to the Carriage Agreement, unless you evidence the contrary. If you wish to file a claim or action in connection with the damage brought to the Checked-in Baggage, you must inform us when you discover the damage or no later than 48 hours after receipt of the Checked-in Baggage. If you wish to file a claim or action in connection with the delayed delivery of the Checked-in Baggage, you must inform us within 7 days from the date when the Baggage was handed over to you. All such claims shall be made in writing. The deadline for the settlement of claims in case of lost baggages shall be 45 days after the submission date of the claim and the indemnities shall be given within maximum 60 days.

### **15.2 LIMITATION OF ACTIONS**

Any right to indemnity shall be cancelled unless an action is initiated within 2 years after the date of arrival at destination or after the date when the aircraft was scheduled to arrive or on the date when the carriage stopped. The decision of the court where the case is judged shall

impose the method for the calculation of the limitation period.

### **15.3 MODIFICATION AND CANCELLATION**

No agent employed by or representing us is entitled to modify or cancel any provision of these Terms and Conditions of Carriage.

### **16.INTERPRETATION**

The titles of each Article of these Terms and Conditions of Carriage are for convenience only and may not be used for the interpretation of the text.

### **17.CHOICE OF LAW AND JURISDICTION**

Unless otherwise provided under the Convention, the laws, government rules, orders or requirements in force:

- (a) These Terms and Conditions of Carriage shall be governed by the laws of Romania;
- (b) Any misunderstanding arising between you and us in connection with or resulting from such carriage shall be subject to the non-exclusive jurisdiction of the Romanian courts.