

CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

UK version, April 2002



CIMBER AIR

CONTENTS

ARTICLE	SUBJECT	PAGE
1	Definitions	4
2	Applicability	6
3	Tickets	7
4	Stop-overs	8
5	Fares and Charges	8
6	Reservations	9
7	Check-in	9
8	Refusal of and limitations on Carriage	10
9	Baggage	11
10	Schedules, Cancellation of Flights, Denied Boarding	13
11	Refunds	14
12	Conduct aboard Aircraft	16
13	Arrangements by Carrier	16
14	Administrative Formalities	17
15	Successive Carriers	17
16	Liability for Damage	17
17	Time Limitation on Claims and Actions	20
18	Modification and Waiver	20

ARTICLE 1: DEFINITIONS

BAGGAGE	means such articles, effects and personal property of a passenger as are necessary or appropriate for his/her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.
BAGGAGE CHECK	means those portions of the ticket which relate to the carriage of the passenger's checked baggage.
BAGGAGE IDENTIFICATION TAG	means a document issued by Carrier solely for identification of checked baggage.
CARRIER	includes the carrier issuing the ticket and all carriers that carry or undertake to carry the passenger and/or his/her baggage thereunder.
CARRIER'S REGULATIONS	includes all the carrier's requirements, rules, instructions, tariffs and practices, information whereof can be obtained at the offices of Carrier.
CHECKED BAGGAGE	means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check.
CONJUNCTION TICKET	means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.
CONVENTION	means whichever of the following instruments is applicable to the contract of carriage: <ul style="list-style-type: none">S the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);S the Warsaw Convention as amended at The Hague on 28 September 1955;S the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal, 1975;S the Warsaw Convention as amended at The Hague, 1955, and by Additional Protocol No. 2 of Montreal, 1975;S the Warsaw Convention as amended at The Hague, 1955, and by Additional Protocol No. 3 of Montreal, 1975;S the Warsaw Convention as amended at The Hague, 1955, and by Additional Protocol No. 4 of Montreal, 1975.
DAMAGE	includes death, injury, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

DAYS	means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.
FLIGHT COUPON	means that portion of the ticket that bears the notation "good for passage" and indicates the particular places between which the coupon is good for carriage.
NORMAL FARE	means the fare, to which no restrictive conditions are attached, established for a specific class of service.
PASSENGER	means any person, except members of the crew, carried or to be carried in an aircraft or by any other means of transportation with the consent of Carrier.
PASSENGER COUPON OR PASSENGER RECEIPT	means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the Passenger.
SPECIAL FARE	means a fare other than the normal fare.
STOPOVER	means a deliberate interruption of the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Carrier.
TICKET	means the document entitled "Passenger Ticket and Baggage Check" issued by or on behalf of Carrier, including the Conditions of Contract and notices and the flight and passenger coupons.
UNCHECKED BAGGAGE	means any baggage of the passenger other than checked baggage.

ARTICLE 2: APPLICABILITY

1 GENERAL

- a) These Conditions of Carriage apply to all carriage of passengers and baggage, performed by Carrier for reward, except as provided in this Article. Except where statutory regulations are applicable these Conditions apply in cases where SAS performs ground transportation.
- b) These Conditions also apply to gratuitous and reduced fare carriage except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts or tickets.

2 CARRIAGE TO/FROM USA AND CANADA

These Conditions apply to carriage between places in the United States or in Canada or between a place in the United States or in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in those countries.

3 CHARTERS

If carriage is performed on the basis of a charter agreement, these Conditions apply only as far as they are not in conflict with the terms of the charter agreement or the travel documents and subject to certain exceptions.

The following provisions of these Conditions are not applicable to carriage performed on the basis of a charter agreement:

Article 3, paragraph 5 (Period of validity of ticket)
Article 5 (Fares and charges)
Article 6 (Reservations)
Article 10, Para. 2-3 (Cancellation, Changes of Schedule, etc., Denied Boarding)
Article 11 (Refunds)

4 OVERRIDING LAW

To the extent that any provision contained or referred to herein in contrary to anything contained in the Convention where applicable and any applicable national laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

5 CONDITIONS PREVAIL OVER CARRIER'S REGULATIONS

In the event of inconsistency between these Conditions and Carrier's Regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

ARTICLE 3: TICKETS

1 TICKET PRIMA FACIE EVIDENCE OF CONTRACT

The ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

2 REQUIREMENT FOR TICKET

A person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Carrier or its authorized Agent.

3 LOSS OR MUTILATION OF TICKET

Carrier may at the passenger's request and subject to Carrier's Regulations, replace a lost or mutilated ticket or part thereof by issuing a new ticket on receipt of proof satisfactory to Carrier that a ticket valid for the flights in question was duly issued.

4 TICKET NOT TRANSFERABLE

A ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

5 PERIOD OF VALIDITY

A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket, these Conditions or Carrier's Regulations.

6 EXTENSION OF VALIDITY

- a) If a passenger is prevented from travelling within the period of validity of the ticket due to an act on the part of the Carrier, the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.
- b) When a passenger holding a ticket is prevented from travelling within the period for validity of the ticket because at the time such passenger requests reservations Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended in accordance with Carrier's Regulations.
- c) Under certain circumstances, as for instance illness, the period of validity may be extended in accordance with the rules governing the fare paid.

7 FLIGHT COUPON SEQUENCE

- a) Carrier will honour flight coupons only in sequence from the place of departure as shown on the ticket.
- b) If the first flight coupon for international travel has not been used and the passenger commences the journey at any stop-over or agreed stopping place, the ticket may not be valid and Carrier may not honour the passenger's ticket.
- c) Each flight coupon will be accepted for carriage in the class of service specified therein on the date and means of transportation for which accommodation has

been reserved. When flight coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the means of transportation applied for.

ARTICLE 4: STOPOVERS

Stop-overs may be permitted only if arranged with Carrier in advance and subject to Government requirements and Carrier's Regulations.

ARTICLE 5: FARES AND CHARGES

1 GENERAL

Fares established for carriage by air apply for carriage from the airport at the point of origin to the airport at the point of destination. Such fares do not include ground transport service between airports and between airports and town terminals, unless otherwise provided by Carrier.

2 APPLICABLE FARES

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare for carriage by air is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the tickets. When the amount that has been collected is not the applicable fare the difference shall be paid by the passenger, or, as the case may be, refunded by Carrier, in accordance with Carrier's Regulations.

3 ROUTING

If there is more than one routing at the same fare, the passenger, prior to issue of the ticket, may specify the routing; otherwise Carrier may determine the routing.

4 TAXES AND CHARGES

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

5 CURRENCY

Fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.

ARTICLE 6: RESERVATIONS

1 RESERVATION REQUIREMENTS

- a) Reservations are not confirmed until recorded as accepted by Carrier or its authorized Agent.
- b) For passengers travelling on special fares the possibilities to change or cancel reservations may be limited or excluded as provided in the rules governing such fares.

2 PERSONAL DATA

The passenger recognizes that personal data has been given to Carrier for the purpose of making a reservation for carriage and for obtaining related services. For these purposes the passenger authorizes Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

3 SEATING

Carrier will on certain conditions accept the reservation of a particular seat in the aircraft. However, Carrier reserves the right to relocate such pre-seated passenger if needed.

4 SERVICE CHARGE WHEN SPACE NOT OCCUPIED

A service charge, in accordance with Carrier's Regulations, may be payable by a passenger who fails to use space for which a reservation has been made.

5 RECONFIRMATION OF RESERVATIONS

Onward or return reservations made on other flights than Cimber Air flights may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

6 CANCELLATION OF ONWARD RESERVATIONS MADE BY CARRIER

A passenger who does not intend to use space for which a reservation has been made shall advise Carrier. When a reservation is not used Carrier may cancel or request cancellation of any onward or return reservations, if there is a reason to believe that such reservation will not be used.

ARTICLE 7: CHECK-IN

The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event not later than the time shown in Carrier's worldwide timetables. Passengers who fail to do so may be refused carriage.

ARTICLE 8: REFUSAL OF AND LIMITATIONS ON CARRIAGE

1 RIGHT TO REFUSE CARRIAGE

Carrier shall not be obliged to carry, and may refuse onward carriage of, any passenger and/or his/her baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier finds it necessary:

- a) in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over, or where transportation in other ways is carried out; or
- b) because the conduct, age or mental or physical state of the passenger is such as to:
 - I require special assistance of Carrier; or
 - II cause discomfort to other passengers; or
 - III involve any hazard or risk to himself/herself or to other persons or to property; or
- c) because the passenger has failed to observe the instructions of Carrier; or
- d) because the passenger has refused to submit to a security check; or
- e) because the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with; or
- f) because the passenger does not appear to be properly documented; or
- g) because the ticket presented by the passenger:
 - I has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized Agent; or
 - II has been reported as being lost or stolen; or
 - III is a counterfeit ticket; or
 - IV any flight coupon has been altered by anyone other than Carrier or its authorized Agent, or has been mutilated; or
- h) because the person presenting the ticket cannot prove that he/she is the person named in the "NAME OF PASSENGER" box (and Carrier reserves the right to retain such ticket).

2 LIMITATION ON CARRIAGE

Carriage of unaccompanied children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier, in accordance with Carrier's Regulations.

ARTICLE 9: BAGGAGE

1 CHECKED BAGGAGE

- a) Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.
- b) If baggage has no name, initials or other personal identification, the passenger shall affix such identification to the baggage prior to acceptance. Name tags are available at all SAS ticket offices and check-in counters.
- c) Checked baggage will normally be carried on the same aircraft as the passenger. If this proves impossible Carrier will carry the checked baggage on the next flight where space is available.
- d) Carrier may refuse to accept baggage as checked unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

2 UNCHECKED BAGGAGE

- a) Baggage which the passenger carries on to the aircraft must fit under the seat in front of him/her or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.
- b) Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be charged for separately.

3 FREE BAGGAGE ALLOWANCE

Passenger may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's Regulations.

4 EXCESS BAGGAGE

The passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in Carrier's Regulations.

5 EXCESS VALUE DECLARATION AND CHARGE

- a) If in accordance with Carrier's Regulations Carrier offers an excess valuation facility, a passenger may declare a value for checked baggage in excess of the applicable liability limits. If the passenger makes such a declaration he/she shall pay any applicable charges.
- b) Carrier may refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by another Carrier which does not offer the facility.

6 COLLECTION AND DELIVERY OF BAGGAGE

- a) Passengers shall collect their baggage as soon as it is available for collection at places of destination or stop-over.
- b) Only the bearer of the baggage check and identification tag is entitled to delivery of baggage. Failure to produce the baggage identification tag shall not prevent

delivery provided the baggage check is produced and the baggage is identified by other means.

- c) If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage identification tag, Carrier will deliver the baggage to such person only on condition that he/she establishes to Carrier's satisfaction his/her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.
- d) Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

If interior damage/theft is discovered at a later stage, bearer of the baggage check shall report this to Carrier within seven days after the time of delivery.

7 ITEMS UNACCEPTABLE AS BAGGAGE

- a) Carrier will not accept baggage, checked or unchecked, containing:
 - I items which do not constitute baggage as defined in Article 1 hereof;
 - II items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA) and in Carrier's Regulations. Further information is available from Carrier on request;
 - III items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over, or where transportation in other ways is carried out; or
 - IV items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items;
 - V live animals, except as provided for in Paragraph 9 of this Article.
- b) Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage in accordance with Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations.
- c) The passenger shall not include in his/her baggage, fragile or perishable items, money, keys, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples;
- d) Weapons such as antique firearms, swords, knives and similar items including replicas and dummies, may be accepted as checked baggage, in accordance with Carrier's Regulations, but will not be permitted in the cabin;
- e) If any items referred to in Subparagraphs a) or b) of this Paragraph are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof

shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable of the carriage of baggage.

8 RIGHT OF SEARCH

For reasons of safety and security, Carrier may request the passengers to permit a search to be made of their person and their baggage, and may search or have searched passenger's baggage in their absence if passengers are not available for such permission to be sought, for the purpose of determining whether passengers carry or their baggage contains any item described in Paragraph 7 a) above or any arms or munitions which have not been presented to Carrier in accordance with Paragraph 7 b) above. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger and the baggage.

9 ANIMALS

- a) Animals such as dogs, cats, household birds and other pets, will with the advance agreement of Carrier be accepted for carriage, subject to Carrier's Regulations, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit.
- b) If accepted as baggage, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage for which the passenger shall pay the applicable rate.
- c) Escort dogs for sight and hearing impaired and physically handicapped passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance, subject to Carrier's Regulations.
- d) Acceptance for carriage of animals is subject to the condition that passenger assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

**ARTICLE 10:
SCHEDULES, CANCELLATION OF FLIGHTS, DENIED BOARDING**

1 SCHEDULES

- a) Carrier undertakes to use its best efforts to carry the passenger and his/her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.
- b) Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by agents of Carrier as to the dates or times of departure or arrival or as to the operation of any flight, except in case of Carrier's acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result.

2 CANCELLATION, CHANGES OF SCHEDULE, ETC.

If due to circumstances beyond its control Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he/she holds a reservation, Carrier shall either:

- a) Carry the passenger on another of its scheduled passenger services on which space is available; or
- b) Reroute the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, Carrier shall require no additional fare or charge from the passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or
- c) Make a refund in accordance with the provisions of Article 11, and shall be under no further liability to the passenger.

3 DENIED BOARDING

In order to accommodate as many passengers as possible, and based upon the experience that a number of travellers will not show up for the flight on which they hold a reservation, Carrier may confirm space above the capacity of the aircraft. This practice may from time to time result in a denied boarding situation.

If a passenger is denied transportation on the flight on which he/she holds a reservation, such passenger may qualify for denied boarding compensation (DBC). Details concerning this compensation scheme is available at all Carrier's offices and stations.

Additionally, whenever necessary, Carrier will cover reasonable costs for ground transportation, hotel accommodation, meals, telephones, telexes and the like. The passenger may also approach Carrier with documented proof of other reasonable direct costs due to denied boarding.

ARTICLE 11: REFUNDS

1 GENERAL

Refund will be made only by the Carrier which originally issued the ticket or by its Agent if so authorized.

If a passenger request a change of his/her arrangements, or if Carrier fails to provide carriage in accordance with the contract of carriage, refund for an unused ticket or portion thereof shall be made by Carrier in accordance with this Article and with Carrier's Regulations. Persons who cannot submit proper identification will not receive refund.

2 PERSON TO WHOM REFUND WILL BE MADE

- a) Refund will be made either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.
- b) If a ticket has been paid for by a person other than the passenger named in the ticket, and it is indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order.
- c) Except in the case of lost tickets, refunds will only be made upon the forwarding to Carrier of the passenger coupon or passenger receipt and all unused flight coupons.

- d) A refund made to anyone presenting the passenger coupon or passenger receipt and all unused flight coupons and claiming himself/herself as a person to whom refund may be made in terms of Sub-paragraphs a) or b) above shall be deemed a proper refund and shall release Carrier from liability and any further claim for refund.

3 VOLUNTARY REFUNDS

- a) If the passenger wishes a refund of his/her ticket for reasons other than those set out in Sub-paragraph b) of this Paragraph the amount of the refund shall be:
 - I if no portion of the ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees;
 - II if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any applicable service charges or cancellation fees.

INVOLUNTARY REFUNDS

- b) If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or ticketed to stop-over, is unable to provide previously confirmed space or causes the passenger to miss a connecting flight on which he/she holds a reservation, the amount of the refund shall be:
 - I if no portion of the ticket has been used, an amount equal to the fare paid;
 - II if a portion of the ticket has been used, the refund will be the higher of a) the one-way fare (less applicable discounts and charges) from point of interruption to destination or point of next stop-over, or b) the difference between the fare paid and the fare for the transportation used.

4 REFUND OF LOST TICKETS

If a ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier and upon payment of any applicable service charge, on condition a) that the lost ticket, or portion thereof, has not been used, previously refunded or replaced, and b) that the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to Carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

5 RESTRICTIONS

- a) After the expiry of the validity of the ticket, the ticket may be refunded only if application therefore is made no later than two years after the expiry of the validity of the ticket. However, where the national law of the country in which the refund is being made prescribes a shorter period of limitation, this period shall be applicable.
- b) Carrier may, in accordance with national regulations, refuse refund on a ticket which has been presented to Carrier or to Government officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to Carrier's satisfaction that he/she has permission to remain in the country or that he/she will depart therefrom by another carrier or another means of transport.

6 CURRENCY

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency in accordance with Carrier's Regulations.

ARTICLE 12: CONDUCT ABOARD AIRCRAFT

- a) If the passenger conducts himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.
- b) The passenger may not operate aboard the aircraft portable radios, electronic games or transmitting devices including radio controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders, hearing aids and heart pacemakers may be used.

ARTICLE 13: ARRANGEMENTS BY CARRIER

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services, Carrier shall have no liability to the passenger except for negligence on its part in making such arrangements.

ARTICLE 14: ADMINISTRATIVE FORMALITIES

1 GENERAL

The passenger shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's Regulations and instructions.

2 TRAVEL DOCUMENTS

The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order.

3 REFUSAL OF ENTRY

The passenger agrees to pay the applicable fare whenever Carrier, on Government order, is required to return a passenger to his/her point of origin or elsewhere, owing to

the passenger's inadmissibility into a country, whether of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier.

4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If the Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier.

5 CUSTOMS INSPECTION

If required, the passenger shall attend inspection of his/her baggage, checked or unchecked, by customs or other Government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

6 SECURITY INSPECTION

The passenger shall submit to any security checks by Government or airport officials or by Carrier.

ARTICLE 15: SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation.

ARTICLE 16: LIABILITY FOR DAMAGE

1 Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage as defined by the Convention, parts of which are printed in the passenger's ticket.

2 The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund.

The value of a national currency, in terms of the Special Drawing Right shall be calculated either in accordance with the method of evaluation applied by the International Monetary Fund, in effect at that date of the payment, or in a manner determined by compulsory provisions of applicable national law.

Information about the current rate of a Special Drawing Right in one of the Scandinavian currencies may be found in daily newspapers or at bank offices.

3 Carriage which is not international as defined by the Convention is subject to the following

conditions unless otherwise provided by compulsory provisions of the applicable national law.

- a)** Carrier shall be liable for damage to a passenger or his/her checked baggage only if such damage has been caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- b)** The liability of Carrier with respect to each passenger for death, wounding or other bodily injury shall be limited to the sum of 100.000 Special Drawing Rights or its equivalent but if in accordance with applicable law a different limit of liability is applicable such different limit shall apply.
- c)** With respect to delay, Carrier shall be under no liability except as provided in these Conditions of Carriage.

4 To the extent not in conflict with the foregoing and whether or not the Convention applies:

- a)** Carrier is liable only for damage occurring on its own network. A Carrier issuing a ticket or checking baggage over the network of another Carrier does so only as agent for such other Carrier. Nevertheless, with respect to checked baggage the passenger shall also have a right of action against the first or last carrier.
- b)** Carrier is not liable for damage to unchecked baggage unless such damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- c)** Carrier is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the passenger to comply with the same.
- d)** In the case of damage to checked baggage Carrier's liability shall be limited to 17 Special Drawing Rights per kilogram and in the case of damage to unchecked baggage shall be limited to 332 Special Drawing Rights per passenger, but if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned, as provided in Carrier's Regulations. If in the case of checked baggage a higher value is declared pursuant to Article 9, Paragraph 5, the liability of Carrier shall be limited to such higher declared value.
- e)** Carrier's liability shall not exceed the amount of proven damages. Carrier shall furthermore not be liable for indirect or consequential damages.
- f)** Carrier is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.
- g)** Subject to the above, Carrier is not liable for damage to fragile or perishable items, money, keys, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification

documents, or samples, which are included in the passenger's checked baggage.

- h)** If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself/herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- i)** Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and persons shall not exceed the amount of Carrier's limit of liability.

SPECIAL AGREEMENT

Carrier shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22 (1) of the Convention and certain other Carriers agree that as to all international carriage by such Carriers to which the Convention applies and which according to the Contract of Carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

- a)** The limit of liability for each passenger for death, wounding or other bodily injury shall be the sum of US \$ 75.000 inclusive of legal fees and costs except that, in the case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$ 58.000 exclusive of legal fees and costs.
- b)** Such Carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a passenger, avail themselves of any defence under Article 20 (1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities of such Carriers with regard to any claim brought by, on behalf of, or in respect of, any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

The names of Carriers party to the agreement referred to in this Paragraph are available at all ticket offices of such Carriers and may be examined on request. Each of such Carriers has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other Carrier with respect to the portion of the carriage performed by such other Carrier or assumed any liability with respect to the portion of the carriage performed by such other Carrier.

ARTICLE 17: TIME LIMITATION ON CLAIMS AND ACTIONS

1 NOTICE OF CLAIMS

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to Carrier forthwith after the discovery of the damage, and, at the latest within seven days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his/her disposal. Every complaint must be made on writing and dispatched within the specified time limits.

2 LIMITATION OF ACTIONS

Any right to damages shall expire if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court before which the case is brought.

ARTICLE 18: MODIFICATION AND WAIVER

No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage.