

## **Conditions of Carriage/Standard Terms of Business**

### **1. General**

**1.1.** These conditions of carriage/standard terms of carriage are those to which reference is made in the ticket. Subject to the provisions in 1.2 of this article, they apply only to carriage for which our airline code (DE) is shown in the carrier box of the ticket and/or entered in your NOTIX reservation confirmation.

**1.2.** Carriage pursuant to a charter agreement shall be subject to these conditions of carriage only to the extent that provision is made for this in the terms of the charter or in the ticket.

**1.3.** By making a reservation, you confirm that you are of legal age, or have been authorized to make this reservation by your legal guardian.

**1.4.** We have entered "code share" arrangements with other carriers. This means that even when Condor (DE) is shown as the carrier in the carrier box of the ticket another carrier may operate the aircraft. If in the case of a code share flight Condor (DE) is shown as the carrier, carriage shall be subject to these Conditions of Carriage and Standard Terms of Business. In the event a flight is designated as a code share, we will inform you at the time of reservation as to which airline will actually be providing carriage.

**1.5.** We will inform you as soon as possible if we are forced to use another airline to provide transportation for you.

**1.6.** You confirm that you have provided us with your personal data for the following purposes: flight booking, purchase of tickets, purchase of additional services, development and provision of services, completion of immigration formalities as well as the transfer of such data to the responsible authorities in connection with your trip. You authorize us to forward this data solely for the above purposes to our own offices, our authorized agents, government authorities, other airlines or other providers of the aforementioned services. We are authorized to transmit your passport data and the personal data processed and used by us in connection with your trip to national and foreign authorities (including but not limited to those in the United States and Canada) if this is required pursuant to mandatory statutory provisions and thus necessary for performance of the contract of carriage. We carry out and process contracts of carriage with the assistance of TC Touristik GmbH, located at Thomas-Cook-Platz 1 in 61440 Oberursel. Its employees are subject to the same strict data protection and privacy regulations as our own employees.

**1.7.** Flights booked over the phone or using our website can only be paid for by credit card (Eurocard/MasterCard, Visa or American Express). The entire ticket price is immediately charged and the travel documents are sent out.

### **1.8. Travel insurance**

Travel cancellation insurance is not included in the fair. We urgently recommend this kind of insurance, which should be bought at the time you book your flight. If an insured event occurs, a claim must be lodged in writing with the underwriter ELVIA-versicherungsgesellschaft AG, 81536 Munich. We are not involved in settling claims.

## **2. Seat reservation**

**2.1.** Seats can be reserved up to 2 business days (48 hours) prior to departure. We charge a fee for processing the seat reservation. The service is only available on Condor flights with a Condor flight number (DE) and a Condor aircraft. To find out the current costs and conditions before booking your flight, please contact us or visit our website at [www.condor.com](http://www.condor.com).

**2.2.** "XL Seats" (exit row seats) can also be reserved in advance pursuant to 2.1. hereinabove. The service is only available on Condor flights with a Condor flight number (DE) and a Condor aircraft. However, due to legal considerations, these seats cannot be occupied by children under 12 years of age or persons accompanying them, passengers with pets on board, expectant mothers or people who are not fully mobile or who otherwise fail to meet the safety requirements for these seats for some other objective reasons. We reserve the right to check you in or move you to other seats if so required by security regulations. The reservation fee cannot be refunded in such cases.

## **3. No travel, itinerary changes, passenger substitution**

**3.1.** Under the terms stipulated in 3.2 and 3.3, you may notify us at any time before the date of departure that you do not intend to take your flight. You must provide your transaction number when notifying us that you will not be flying. In your own interest and to avoid misunderstandings, we strongly recommend that you declare your intention not to travel in writing. The point in time at which this declaration is received by us or by our sales partners is the criteria for determining the time of notification of the decision not to travel. Please be sure to note the hours of operation.

**3.2.** If you do not take your flight (including at the last minute, e.g. due to missed connecting flights), our right to receive payment remains fundamentally unchanged. We shall take into consideration what expenses are normally saved and what other uses can normally be made of our services. The tables below are used to calculate the no-travel charges for each booked passenger that we normally bill to you if you fail to show up for the trip. The flat fees are rounded up or down to full euros. You may prove no or significantly lower losses at your discretion. The calculation is based on the complete ticket price minus the Condor Service Charge (CSC). This Condor Service Charge cannot be refunded.

### **No travel**

#### **Valid for the 2006/2007 winter season and the 2007 summer season**

- **Flex Rate**  
20% of the ticket price up to the 15th day before departure.  
50 % of the ticket price from the 14th to the last day before departure.  
No refund is possible on or after the date of departure.  
No refund is possible for the return flight after travel begins if the return flight is not taken.
- **Special Offer Rate**  
50 % of the ticket price up to the 29th day before departure.  
80 % of the ticket price from the 28th to the last day before departure.  
No refund is possible on or after the date of departure.

No refund is possible for the return flight after travel begins if the return flight is not taken.

- **Special Rate**  
80 % of the ticket price up to the last day before departure.  
No refund is possible on or after the date of departure.  
No refund is possible for the return flight after travel begins if the return flight is not taken.

**3.3.** For any flight not taken, plane tickets already issued are to be returned; otherwise we must charge the full price.

**3.4.** If after the flight has been reserved changes are made before travel has begun, e.g., the date of the flight, the destination or the airports of departure, we will charge the rebooking rates shown below per registered passenger. Calculation of fees is based on the applicable fare and the tariff notes; fees will be rounded up to full euros. Flights can only be rebooked within the same season (summer/winter season) and the same type of route (short-, medium- or longhaul). Rebookings from flights at higher fares to ones at lower fares shall be possible only if the original fare is retained. In the case of rebookings to flights subject to higher fares, the difference shall be payable.

We also charge the following rebooking fees for each passenger:

### **Rebooking fees**

#### **Valid for the 2006/2007 winter season and the 2007 summer season**

- **Flex Rate**  
Free of charge up to 15 days before departure.  
€ 30.00 per person from 14 days to 2 hours before departure for Short- and Mediumhaul Flights (up to approx. 5 hours flight time).  
€ 60.00 per person from 14 days to 2 hours before departure for Longhaul Flights (approx. 5+ hours flight time).  
No rebookings or refunds are possible if there are less than 2 hours to departure.  
No refund is possible for the return flight after travel begins if the return flight is not taken.
- **Special Offer Rate**  
€ 30.00 per person up to 1 day before departure for Short- and Mediumhaul Flights (up to approx. 5 hours flight time).  
€ 60.00 per person up to 1 day before departure for Longhaul Flights (approx. 5+ hours flight time).  
Rebookings and refunds are not possible on or after the date of departure.  
No refund is possible for the return flight after travel begins if the return flight is not taken.
- **Special Rate (special promotions)**  
Booking changes or refunds are not allowed.

**3.5.** It is possible to change the originally booked return flight for Flex Rate and Special Offer Rate bookings on site after travel has begun (rebooking abroad) up to 1 day before the

originally booked return flight, subject to governmental authorization and seat availability. This rebooking is free of charge for reservations made at the Flex Rate.

Rebookings of Special Offer Rate flights are subject to the following rebooking charges for each passenger:

### **Rebooking fees after departure of originating flight / Tariff notes**

#### **Valid for the 2006/2007 winter season and the 2007 summer season**

Adults:

€ 60.00 (or USD according to the current daily rate) for Short-/Mediumhaul Flights (up to approx. 5 hours flight time).

€120.00 (or USD according to the current daily rate) for Longhaul Flights (approx. 5+ hours flight time).

Children under 12 years of age:

€ 40.00 (or USD according to the current daily rate) for Short-/Mediumhaul Flights (up to approx. 5 hours flight time).

€ 80.00 (or USD according to the current daily rate) for Longhaul Flights (approx. 5+ hours flight time).

There is no processing fee charged for children under 2 years of age.

**3.6.** If another person is substituted for a registered traveller after travel documents/plane tickets have been issued, we are entitled to recover the added costs incurred by the substitution by charging a fee of € 50.00 for the Special Offer Rate (free of charge with the Flex Rate). Names may not be changed with the Special Rate. Plane tickets are issued immediately when an online credit card payment is made with an online reservation. Travellers and substitutes are liable jointly and severally. We may object to the substitution of a traveller if the substitute does not fulfil the special requirements for the flight, or if it would be contrary to legal regulations or governmental directives. A substitute passenger may be named up to one day before departure if and only if this passenger is named for all the routes in a reservation. Bank or credit card information may not be changed later in connection with a name change.

**3.7.** Lost tickets: If tickets are lost, we will charge a ticket processing fee of € 30.00 per ticket. If you reserve tickets and then cancel the reservation on the same day, we will charge a fee of € 30.00 per ticket.

### **4. Increase in costs**

You are liable for all taxes, fees and other charges levied by government, municipal or other authorities or airport operators on passengers or for the use of services in addition to the air fares provided that they are itemized separately. When you buy your ticket, you will be informed of any extra taxes, fees and surcharges not included in the ticket. These will generally be shown separately on the face of the ticket. You must pay any taxes, fees, and surcharges that are levied or increased after tickets have been issued.

## **5. Check-in and boarding**

**5.1.** The check-in times vary from airport to airport. For this reason, we advise finding out about these check-in times. For this reason, we advise finding out these closing times. To ensure smooth check-ins, we advise arriving at the airport 2 hours (USA/Canada: 3 hours) prior to departure. Later arrival may result in your not being permitted to board the flight. We assume no liability for any damage or expense that may arise or be incurred due to this refusal.

**5.2.** Furthermore, you must arrive at the gate for the flight that you booked and for which you have already checked in no later than the time provided to you during check-in; otherwise we will be entitled to cancel your reservation, which means that we will no longer be able to transport you on the flight originally booked. We assume no liability for any damage or expense that may arise or be incurred in this event.

## **6. Right to refuse carriage, restrictions**

**6.1.** We may refuse to carry you on your journey or onward journey if we have notified you in writing that we will not at any time after the date of such notice carry you on our flights. This may be the case if you have infringed any of the rules outlined below on an earlier flight and we therefore cannot be expected to admit you to any of our flights. In addition, we may refuse to carry you on your journey or onward journey or cancel your reservation if

- this is required for the sake of security or good order or to avoid an infringement of the laws of any state to be flown from, into or over, or
- your carriage is liable to impair the safety, health or, to a substantial degree, the wellbeing of other passengers, or
- your behavior, your condition or your mental or physical state including but not limited to the effects of alcoholic beverages or drugs is such that you pose a risk to yourself, other passengers or members of the crew; or
- you have infringed rules to a non inconsiderable extent on an earlier flight and there is reason to believe that such conduct may be repeated, or
- you refuse to undergo a security check, or
- you have failed to pay the applicable fair, taxes, fees or surcharges, or
- you are not in possession of valid travel documents, wish to enter a country for which you only possess transit rights or do not hold valid immigration documents, you destroy your travel documents during the flight or refuse to relinquish them to the crew upon request and subject to confirmation of receipt.

**6.2.** Notification that handicapped or ill persons or other persons requiring special attention are to be carried shall be provided in good time, however no later than 2 business days (at least 48 hours) prior to the flight in question.

**6.3.** We are not able to carry pregnant women in the final four weeks prior to birth for safety reasons. For your own safety, your travel planning should take into account that air travel as of the 36th week of pregnancy represents a significant risk for you and your baby.

## **7. Baggage**

**7.1.** You are entitled to take along a certain amount of baggage free of charge (carry-on luggage included). The limits are stated on the face of the ticket or in our documents.

**7.2.** Excess or non-standard baggage shall only be carried subject to special charge.

**7.3.** We have specified fixed values for the number, maximum weight, and dimensions of your carry-on luggage. All carry-on items must be able to fit under the seat in front of you or in the overhead compartments. If your carry-on luggage does not fulfill these conditions or does not meet the security requirements, it must be transported as checked baggage. Items that are not suitable for carriage in the cargo compartment (for example, sensitive musical instruments) will only be accepted for carriage in the cabin if we have been notified of them in advance and we have approved them for carriage. Carriage of these special items is subject to surcharge.

Should your carry-on luggage exceed the maximum weight for carry-on luggage or the total maximum weight for your baggage as specified for your flight, we are entitled to charge an excess baggage surcharge. In the event that you leave baggage behind at the check-in counter, we assume no liability for this baggage. You will be responsible for any costs that arise due to your leaving baggage behind.

**7.4.** Your baggage must not include any of the following:

**7.4.1.** Items capable of endangering the aircraft or any persons or objects on-board the aircraft as defined in the ICAO and IATA Dangerous Goods Regulations, a copy of which is available from us or our authorized agents. This particularly includes explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials, materials that are easily ignited (including e.g. lighters), poisonous, offensive or irritating substances, and liquids of any kind (except non-hazardous liquids that the passenger brings along in carry-on luggage for use during the flight);

**7.4.2.** Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;

**7.4.3.** Items which are dangerous or unsafe or not suitable for carriage on account of their weight, size or type or perishable or fragile nature or particular sensitivity; further details of specific examples are available from us or our authorized agents;

**7.5.** If you are in possession of, or your baggage includes weapons of any kind including but not limited to (a) firearms, cutting or thrust weapons as well as spraying devices used for attacking or defense, (b) ammunition and explosive substances, (c) items which judging by their outward appearance or markings, appear to be weapons, ammunition or explosive substances, you must notify us before boarding the aircraft. We shall accept such items for carriage only if they are carried as cargo or checked baggage in accordance with the regulations governing carriage of dangerous goods. Sentence 2 shall not apply to police officers who, in performance of their official duties, are required to carry arms. During the flight they shall hand over their arms to the pilot in command.

**7.6.** Weapons of any kind including but not limited to firearms, cutting or thrust weapons as well as spraying devices and sports weapons may be accepted as baggage at our discretion.

They must be unloaded with the safety catch on. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 7.4.1.

**7.7.** You must not include in checked baggage money, jewelry, precious metals, computers (laptops, PCs), personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

**7.8.** We assume no liability for objects carried in your checked luggage in violation of the above provisions. We will also assume no liability for consequential damage that may arise from the carriage of such items in checked baggage.

## **8. Schedules, delays and cancellation of flights**

**8.1.** Flight times published in flight schedules may change between the date of publication and the date of reservation or travel. We do not guarantee them and they do not form part of your contract with us.

**8.2.** Before we accept your booking, we will notify you of the scheduled flight time in effect as of the time and it will be shown on your ticket. It is possible that we may need to modify the scheduled flight time after your ticket has been issued. If you provide us with contact information, we will endeavor to notify you of any such change. If we make a significant change to the departure time after the ticket has been purchased and this change is not acceptable to you, we will try to change your reservation to an acceptable flight.

**8.3.** Should delays or flight cancellations occur and should the statutory conditions be met, we will provide services and payments pursuant to European Community (EC) Regulation No. 261/2004.

## **9. Conduct aboard aircraft**

**9.1.** If your behaviour on-board is such that (a) you pose a danger to the aircraft, or to persons or items on-board, (b) you prevent the crew from carrying out their duties, or (c) you fail to follow the crew's instructions, including those with respect to smoking, alcohol or drug consumption; or if you cause trouble or injury to other passengers or the crew, we reserve the right to take steps to prevent this behaviour, including physically restraining you. We are entitled and expressly reserve the right to refuse to transport you further, to press charges against you due to your behaviour on-board, and to sue you for damages.

### **9.2. Electronic devices**

For safety reasons, the unauthorized operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies is prohibited and may be subject to criminal prosecution. Hearing aids and pacemakers are of course excluded.

**9.3.** All Condor flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft and during the entire time on-board.

## **10. Administrative formalities**

**10.1.** You are obliged and responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through.

**10.2.** We shall not be liable for the consequences for you resulting from your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

**10.3.** Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements or your travel documents do not appear to be in order. In this case, we shall not be held liable for any loss or expenses incurred by you as a result of your failure to comply with these rules.

### **10.4. Refusal of entry**

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned. In addition, you shall pay the applicable fare if we are required by order of the relevant authorities to return you to your place of origin or any other place on the grounds that you are not permitted to enter a given country (final destination or transit). We may apply to the payment of such fare any funds paid to us for unused carriage, or any of your funds which are in our possession. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by us.

**10.5.** If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on our ticket or any of your funds in our possession. The value of fine or penalty may vary from country to country and may be of a higher value than the fare paid for your ticket. It is in your own interests to observe the immigration regulations of each country you intend to travel to.

## **11. Liability**

**11.1.** The liability of Condor and each carrier involved in your journey will be determined by its own conditions of carriage.

**11.2.** Carriage is subject to the Convention of March 28, 1999 for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) as well as Council Regulation (EC) No. 2027/97 in the version amended by Regulation (EC) 889/2002.

**11.3.** In the event of contributory negligence on the part of the injured party with respect to the damage that occurred, the standards of the applicable law with regard to the exclusion or reduction of the obligation to pay damages in the presence of contributory negligence on the part of the injured party shall apply.

**11.4.** We assume no liability for damage arising from our compliance with governmental regulations or which may arise from your failure to comply with obligations pursuant to these regulations.

**11.5.** Our liability shall not exceed the amount of proven damage under any circumstances. We shall only be liable for indirect or consequential damages if such damage was caused by our gross negligence or willful misconduct ; the regulations of the Montreal Convention shall remain unaffected hereby.

**11.6.** In the absence of anything expressly to the contrary herein, nothing provided for herein shall constitute a waiver of any exclusion or limitation of liability on our part under the Montreal Convention or applicable laws.

**11.7.** There is no maximum amount of liability for passenger injury or death. For damages up to the amount of 100,000 SDRs (approx. EUR 120,000), we cannot raise liability-related objections to damages claims. We may contest claims for compensation above this amount by providing evidence that we acted neither in a negligent nor any other culpable manner. In the event that a passenger is injured or killed, we will provide a preliminary payment to cover immediate financial needs within 15 days after a determination is made regarding who is entitled to damages. In the event of death, this preliminary payment shall be no less than 16,000 SDRs (approx EUR 19,000).

**11.8.** We will assume liability for the destruction, loss, or damage to baggage in an amount of up to 1,000 SDRs (approx. EUR 1,200). In the case of checked baggage, liability exists regardless of fault in so far as the baggage was not previously defective. We will assume liability for unchecked baggage only in the event that we act in a culpable manner. If the value of your baggage exceeds the amount named above, you should ensure that it is otherwise insured before you travel.

**11.9.** In the event that baggage is damaged, lost, or destroyed, you should notify us in writing as soon as possible. In the case of damage to checked baggage, written notification must be received by us within seven days after the baggage is available to you; in the case of delayed baggage, within 21 days.

**11.10.** We will only assume liability for damage to perishable, fragile, or highly sensitive items (computers and other electronic devices), jewelry, precious metals, gems, gold, negotiable papers, securities and other valuables, business documents or samples, passports or identification that are contained in baggage you checked, regardless of whether this was with or without our knowledge, if this was caused through our gross negligence or intent. The regulations of the Montreal Convention shall remain unaffected hereby.

**11.11.** In the case of any delay in the carriage of passengers, we are liable for damage unless we took all reasonable measures to avoid such damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately EUR 5,000).

**11.12.** In the case of any delay in the carriage of baggage, we are liable for damage unless we took all reasonable measures to avoid such damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximately EUR 1,200).

**11.13.** When carriage is not provided by us but rather by another airline as the result of a code sharing arrangement, you may address your notifications or damages claims to both airlines. If the name of the airline is provided on the ticket, this is the airline that is deemed to have concluded the contract.

**11.14.** Legal actions to recover damages must be taken within two years, beginning on the date the aircraft arrived or on which it was scheduled to arrive.

Condor Flugdienst GmbH  
Condor Individuell  
Am Grünen Weg 3  
65451 Kelsterbach  
Germany