

General Conditions of Carriage of Helvetic Airways AG (GCC)

HELVETIC Airways AG, Postbox 250, 8058 Zurich Airport (hereinafter referred to as HELVETIC) carries out aviation transport under the HELVETIC brand.

The carriage agreement shall be concluded between HELVETIC and the passenger.

1. Table of contents

2. Area of application
3. Preconditions of transport / right of withdrawal
4. Prices, taxes, duties and fees
5. Reservations
6. Meals/drinks
7. Non-smoking flights
8. Check-in and Boarding
9. Refusal of transport and limitation
10. Luggage
11. Behaviour on board
12. Overbooking
13. General remarks regarding liability
14. Liability for personal damages
15. Liability for damage to luggage, loss of luggage and delayed luggage
16. Time limits for claims and complaints
17. Changes
18. Court of law / applicable law
19. Ineffectiveness of individual clauses
20. Other terms
21. Interpretation

2. Area of application

General

These terms of carriage shall apply for all types of carriage of passengers and baggage, including related services rendered by HELVETIC or its auxiliary persons.

HELVETIC shall be entitled to transfer the execution of carriage services either in part or in whole to third parties/auxiliary persons, insofar as their standard of security corresponds to that of HELVETIC and the flight is carried out by a company offering identical quality. HELVETIC shall be entitled to modify aeroplanes utilized or flight numbers.

These terms of carriage shall apply also for unremunerated transports, subject to expressly diverging agreements. Divergent agreements to these terms of carriage can arise, in particular,

from the ticket or vouchers for tickets. The limitations noted on the tickets or vouchers shall have precedence in all cases over the terms of carriage.

Charter flights

If the passenger is travelling on the basis of a charter agreement, these terms shall apply only insofar as they become a component of the concluded carriage agreement as a result of indications in the flight tickets or through other indications of the charter agreement.

Superior law / conventions

These terms of carriage shall be applicable except where they contradict HELVETIC standard agreements or the applicable law; in such cases the agreements or legal determinations shall have precedence.

The term «convention» shall be understood hereinafter as one of the following legal bases, according to applicability:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on October 12, 1929;
- the Warsaw Convention in the version of The Hague of September 28, in 1955;
- the Warsaw Convention in the version of the additional memorandum No. 1 of Montréal (1975);
- the Warsaw Agreement in the version of The Hague and the additional memorandum No. 2 of Montréal (1975);
- the Warsaw Convention in the version of the Hague and the additional memorandum No. 4 of Montréal (1975);
- the Supplementary Convention of Guadalajara (1961).
- the Montréal Convention of May 28, 1999

Precedence of the terms contained herein

In the instance of a contradiction between these terms of carriage and other contractual terms used by HELVETIC, these terms of carriage shall have precedence insofar as these terms do not expressly intend otherwise. Should a determination of these terms be ineffective due to the applicable law, the other determinations shall nevertheless continue to apply.

3.Preconditions of transport / right of withdrawal

General

The carriage shall be limited to contractual flights carried out by HELVETIC between two destinations but shall not extend to any connecting flights. It cannot be guaranteed that passengers will be able to carry out such connections.

HELVETIC will be able to convey passengers on the prompt presentation of complete, valid travel documents at check-in, including the presentation of the booking number as well as a valid identity card/passport for each passenger. If these prerequisites are not fulfilled, carriage may be denied.

Each passenger shall be personally responsible for carrying valid and complete travel documents, documents of carriage and identification papers, corresponding to the requirements of the relevant travel destination. The same shall apply for other documents essential for carriage such as medical statements, vaccination certificates and similar - the same shall apply for animals accompanying passengers. HELVETIC shall be entitled to refuse carriage if the required documents are not available or not valid. In this instance HELVETIC shall decline any liability.

If a passenger is denied entry to a country, the passenger shall be obligated to compensate HELVETIC for all fines and fees as well as transport costs entailed in removing the passenger from the country that are imposed by the relevant authorities. HELVETIC shall not reimburse the cost of the ticket for travel to the destination where entry was declined.

If HELVETIC is obligated to pay damages or fines, or if other expenses arise for HELVETIC because the passenger has infringed the laws, rules or ordinances of a country, the passenger must, on demand by HELVETIC, repay all amounts or expenses incurred. HELVETIC shall be entitled to net off such claims against the passenger with the value of unused flights or other credits.

The aviation company shall be at all times entitled to carry out requisite security measures for an imminent flight. To this end, the aviation company shall have full authority of decision regarding passenger allocation, loading as well as distribution, packing and unloading of baggage. The aviation company shall make all decisions as to whether and in which way the flight is conducted. This shall also apply if the behaviour, condition or mental or physical constitution of a passenger is such that extraordinary support is required from the on-board personnel.

Right of withdrawal

HELVETIC shall be entitled to cancel the flight and withdraw from the agreement if carrying out the flight is to a significant extent rendered difficult, endangered or limited due to an act of God such as war, terrorist attacks or natural catastrophes unforeseen at the time of booking.

HELVETIC shall furthermore be entitled to withdraw from the contract if carrying out one of its flights is rendered difficult, limited or impossible by circumstances for which HELVETIC is not responsible such as withdrawal of labour (strike) on the part of flight security, airport strikes (including strikes by service companies such as a fuel suppliers, ground-handling staff etc) or in the case of official orders for which HELVETIC is not responsible (e.g. country and over-flying restrictions).

Notice regarding flight modifications

The flight times provided in the flight schedules may change between the date of publication and the date of travel. HELVETIC cannot guarantee flight times and they do not form part of the agreement of carriage between HELVETIC and the passenger.

Before HELVETIC accepts the booking, the flight time valid at the time of booking shall be communicated to the passenger. This flight time shall also be registered on the booking confirmation.

Insofar as corresponding passenger details are provided at the time of booking to HELVETIC (correct address and/or correct telephone number), HELVETIC shall endeavour to communicate changes to flight plans as early as possible to the passenger. If HELVETIC carries out an essential modification to the flight plan after the ticket has been sold and the passenger is unable to accept the change and cannot be rebooked onto an alternative HELVETIC flight, HELVETIC shall reimburse the passenger for the ticket price paid.

Obligation of reimbursement

Where the flight is not carried out or the flight is delayed, HELVETIC shall compensate the affected passengers in accordance with the applicable law. Passengers may be rebooked to another airline.

If HELVETIC is unable to perform a confirmed reservation due to overbooking, the company shall compensate the affected passengers in accordance with the applicable law and regulations regarding overbooking (Article 13).

4.Prices, taxes, duties and fees

General

The prices confirmed with the booking shall apply only for transport from the airport of the departure location to the airport of the destination except where otherwise expressly stated. The prices do not include ground transport between airports as well as between airports and city terminals.

Taxes, duties and fees levied by state or other authorities or airport operators must be paid as additional items by the passenger. At the time of booking the passenger shall be informed of the taxes, duties and fees not included in the price; as a rule these will be listed separately on the booking confirmation. Taxes, duties and fees levied on flights are subject to constant modification and it is also possible that they do not arise until after the booking confirmation has been produced. Where taxes, duties or fees listed on the booking confirmation rise, the passenger must pay for the increase. The same shall apply if a new tax, the duty or fee is added after the flight ticket has been issued. If taxes, duties or fees paid by the passenger at the time of booking are deleted or reduced, the passenger shall be entitled to reimbursement. HELVETIC shall also be entitled to display taxes, duties and fees as a total amount. In this case and where modifications occur, neither claims nor reimbursements shall be made to the passenger unless one or more of the amounts have been declared in terms of an amount at the time of the booking.

The flight price as well as taxes or fees shall be due at the time of booking.

In some countries and in some cases, taxes and other duties can be demanded of the passenger by authorities or airport companies on site at the airport. These shall not be included in the price of the ticket but must be paid by the passenger as additional items.

Right to price adaptation

In the case of the introduction or increase of duties (by public authorities or concession companies) for certain services whose calculation is carried out per passenger or flight, as well as in the case of significant and unforeseen rises in fuel costs, HELVETIC shall reserve the right to modify the flight price confirmed with the booking so that these increases are devolved directly on a per passenger or per seat basis, as long as there are at least two months between the conclusion of the contract and the agreed departure date.

In the instance of a later modification of the flight price, HELVETIC shall inform the passenger immediately, at the latest, however, 21 days before departure. In the case of price increases of more than 5% the passenger shall be entitled to withdraw from the agreements without penalties. The passenger shall exercise this right immediately after HELVETIC makes declaration of the price increase to the passenger.

Currency

Prices, taxes, duties and fees are to be paid in EUROS except where HELVETIC or another authorised representative accepts another currency before or during payment.

5. Reservations

General

The flight booking can be carried out at HELVETIC as well as at the authorised representative either by telephone, electronically via Internet or in person. In the case of all bookings made via the call centre or at a HELVETIC sales counter, an additional booking fee of EURO 9.00 per flight route and per passenger and a telephone booking fee shall be invoiced.

The latest booking time, given available capacity, shall be one hour before departure. Reservations can be made at the HELVETIC sales counter up to the flight closing time.

Paper tickets will not be issued or dispatched. At the time of booking the passenger will receive solely a booking confirmation with booking number. The passenger shall be entitled to carriage on a flight only if he or she is able to identify himself or herself satisfactorily and has the booking confirmation including booking number that completely matches his or her name.

If the booking number as per the booking confirmation as well as the corresponding passport/identity card is different to the one applicable to the person entitled to carriage or reimbursement, HELVETIC shall not be liable to the person thereby entitled if, in good faith, carriage was carried out or a reimbursement was made to the person presenting the documents.

Personal data

The passenger is to be made aware that HELVETIC has received details regarding his or her person for the following purposes: reservation, purchase of flight and other services, development and rendering of services, facilitation of immigration and entry formalities and travel information for authorities. the passenger shall hereby authorise HELVETIC expressly to store and use data for this purpose as well as distribute these data to its own offices, authorised representatives, authorities, other transport companies or to suppliers of the above-mentioned services.

HELVETIC shall be entitled to provide personal information about the passenger to third parties in the instance that he or she has caused damage to, or injured, other passengers.

Seats

Seating places shall be allocated at the check-in. The passenger shall be entitled to express seating preferences at the check-in. Early check-in for the flight facilitates seat allocation on the «first come, first served» principle.

Booking change

A booking change occurs if the passengers wishes to change the flight date/time and/or the passenger name before the departure date/time. The following booking changes are possible by HELVETIC:

<i>Change</i>	<i>Fee</i>	<i>Possible until</i>
Modification of name	EURO 25.00 as well as any price difference per segment and passenger plus a possible service charge	2 hours before departure
Flight changes	EURO 25.00 as well as any price difference per segment and passenger plus a possible service charge	2 hours before departure

It is not possible to modify the flight destination. Rebooking shall be possible only when free seating capacity is available. Booking change at the destination for an continuation or return flight shall be possible only insofar as is legally permitted in the relevant country. Refunds are not permitted for unused journeys.

Rebookings can be carried out online on the website www.helvetic.com or by telephone in exchange for a fee debited at the same time as the rebooking using an authorised credit card. The difference between the ticket price paid and the ticket price valid at the time of the rebooking must be paid additionally.

In the case of a rebooking to a flight in a lower price category than the one originally booked, there shall be no refund of the price difference.

6. Meals/drinks

A large selection of sandwiches and snacks as well as drinks can be purchased on all HELVETIC flights. In certain circumstances not all items will be available. As a rule, vegetarian food will be available while other special requests such as diabetic nutrition cannot be included.

During the flight passengers shall not be permitted to consume alcoholic drinks that they have brought on board.

7. Non-smoking flights

All HELVETIC flights are non-smoking flights.

8. Check-in and boarding

The check-in cut-off time describes the time set by HELVETIC by which the passenger must have concluded check-in formalities and received his or her boarding documents.

The check-in cut-off time varies according to airport. For this reason HELVETIC recommends that passengers arrive for check-in two hours before the reserved departure time, in accordance with existing security arrangements. **Please arrive for check-in two hours**

before the scheduled departure time. The relevant valid check-in cut-off time can be found on the Internet and is also available from HELVETIC and its authorised representatives.

The check-in is only possible on the day of departure. HELVETIC has no Return Check-in, and/or Self Service Check-in.

HELVETIC reserves the right to delete the seating reservation and/or the passenger's booking if he or she has not arrived by the notified check-in cut-off time. The cost of the ticket shall not be refunded. HELVETIC shall accept no liability for losses or costs that arise because the passenger has disregarded these regulations.

9. Refusal of transport and limitation

Right of refusal

HELVETIC can, at its own discretion, refuse to convey the passenger or his or her baggage if the company has notified him or her in writing of its intention not to convey him or her on its flights from a certain date. In such an instance the passenger shall be entitled to a refund.

HELVETIC shall be entitled to decline or cancel at short notice the conveyance or transfer of a passenger or his or her baggage, especially if one or more of the following points occurs or, in the judgment of HELVETIC, might occur:

- a) The transport would infringe prevailing law, prevailing determinations or regulations of the departure or destination country or a country over which the flight is routed;
- b) Transport would endanger the security, well-being or health of other passengers or flight staff members or would constitute an unacceptable burden for them;
- c) The mental or physical condition including alcoholic or drug-affected behaviour presents a danger or risk for the passenger, for other passengers, for members of the flight staff or for objects;
- d) The passenger refuses medical or security-related checks on his or her person or baggage;
- e) The valid ticket price, relevant taxes or supplements have not been paid;
- f) The passenger does not have valid travel documents, and destroys his or her travel documents during the flight or refuses to hand over travel documents on request to the members of the flight staff in return for a confirmation of receipt;
- g) The passenger fails to provide a booking number or provides an erroneous booking number or the booking number provided does not correspond with the passport presented or the passenger fails to prove that he or she is the person to whom the reservation refers.
- h) The passenger infringes security-related instructions issued by HELVETIC or instructions forming part of HELVETIC company regulations;

- i) The passenger is carrying prohibited baggage;
- j) The passenger has committed one of the acts mentioned above or failed to comply with one of the above requirements thereby endangering the security, well-being or health of other passengers or flight staff members or HELVETIC property or if HELVETIC has issued a ban on the passenger.

In such an instance the passenger shall not be entitled to a refund.

Special care

HELVETIC, in general, does not provide accompaniment or supervision for passengers requiring special care and is correspondingly not liable for the consequences of inadequate accompaniment or supervision of such passengers.

Unaccompanied children, disabled people, pregnant women, sick people or people requiring special care can only be conveyed if HELVETIC has given its prior approval to such carriage. Disabled passengers who have informed HELVETIC of their special requirements at the time of reservation and who have been accepted by HELVETIC cannot later be refused by HELVETIC due to this disabled condition or due to these special requirements.

Children and Teenagers

To avoid health-related damages **newly-born children** up to the age of 7 days cannot be transported.

The transport of **Infants (up to two years old)** must be registered for security reasons and the number of children is limited per flight. The determining factor shall be the age at the time when the relevant flight started. Infants shall travel on the lap of their parent or legal guardian or accompanying person. They shall not be entitled to their own seat and independent baggage - unless they have their own, undiscounted booking.

One pushchair or child's seat per small child (up to two years old) can be checked in free of charge as baggage.

Children under five years old, as a matter of principle, can only be transported when accompanied by a supervising person of age. The supervising person must be at least 16 years old in the instance that he or she is a sibling of the unaccompanied child.

Unaccompanied children (5 to 12 years old) shall be accepted following prior notification to HELVETIC at least 48 hours before departure. The number of unaccompanied children is limited per flight. Passengers will incur a processing fee of EURO 35.00 per flight route for this purpose.

Young people from 12 years old (at the start of the outbound journey) shall be deemed adults. HELVETIC shall not provide accompaniment or supervision.

10. Luggage

General

The passenger shall be entitled to free carriage for a certain quantity of baggage. The free baggage limit for checked in baggage shall amount to 20 kg (maximum dimension: 203 cm) and that for hand luggage 5 kg (volume: 55 cm x 40 cm x 20 cm).

Due to space limitations and security requirements only one piece of hand luggage per passenger shall be permitted. Children under two years old without their own designated seats shall not be entitled to independent baggage. If hand luggage exceeds the maximum weight or is deemed to be otherwise dangerous it must be checked in at the check-in counter before the check-in cut-off time and transported by HELVETIC as checked-in baggage. If such baggage together with the checked-in baggage exceeds the free baggage allowance an excess baggage allowance must be paid.

The passenger is given proof of checked-in baggage with respect to weight and number on the baggage coupon. The name and address of the passenger shall be entered on the check in baggage, both in the interior as well as on the exterior. Infringement against this regulation can lead to an exclusion from liability.

Checked-in baggage is transported on the same flight as the passenger unless the air freight operator deems such carriage impossible; in the latter case the air freight operator shall convey the baggage on one of the next departing flights while paying regard to the security regulations (security check; baggage identification).

Right to refuse transport

HELVETIC can refuse to accept baggage for check-in if it is not packed in such a way that safe carriage can be ensured. The passenger is responsible for suitable packing. HELVETIC shall not provide packing material at departure airports. HELVETIC shall not accept liability for losses due to checked-in baggage that is not closed or cannot be closed.

The passenger may not, as a matter of principle, carry the following items as baggage:

- Objects that can be used to endanger the aeroplane or persons or objects on board the aeroplane, including those contained in the regulations of the International Civil Aviation Organisation (Technical Instructions for the Safe Transport of Dangerous Goods by Air) and in the regulations of the International Air Transport Association IATA (Dangerous Goods Regulations) and in HELVETIC company rules;
- Objects prohibited by the applicable laws and regulations of the departure or destination country;
- Objects that, in the view of HELVETIC, are unsuitable for carriage due to their weight, size or type.

The passenger shall not be permitted to carry weapons of any type, in particular shooting, cutting or thrusting weapons as well as containers using pressurised gas that could be used for

the purposes of attack or defence, either on his or her person or in his or her baggage (checked-in or carried on board). The same shall apply for munitions and any materials liable to cause dangerous explosions. The following exceptions regarding special baggage shall apply for sports weapons and relevant munitions.

Toy guns (plastic or metal), catapults, cutlery, razor blades (security as well as open blades), typical commercial toys that can possibly be used as weapons, knitting needles, large sports bats, billiard, snooker or pool cues and all other sharp objects or weapons shall not be permitted in the passenger cabin. They can be transported exclusively as part of checked-in baggage and must be removed from hand baggage before embarkation. The same shall apply for nail scissors, files, tail combs and sprays (except for proven medical purposes). In all cases the transport of the above-mentioned objects or substances is not permitted in the passenger cabin.

Checked-in passenger baggage may not contain delicate or perishable items, items of particular value e.g. money, jewellery, precious metals, jewels, computers, cameras, mobile telephones or other electronic items, securities as well as the other valuable items or business papers, samples, identification papers, house or car keys, car registration plates or medicaments;

Where these transport restrictions have been infringed, HELVETIC shall not be liable, either for loss or damage of prohibited items of baggage.

Right of inspection

HELVETIC shall be entitled, for security reasons, to require of the passenger permission to search and x-ray both the passenger and the passenger's luggage. If the passenger cannot be contacted, it is possible that his or her baggage may be searched and x-rayed in his or her absence. The objective of the examination is to establish whether the passenger is carrying, either on his or her person or in his or her baggage, items that contravene these regulations or whether the passenger is carrying firearms, ammunition or weapons that have not been registered properly. Where a passenger fails to comply with such a requirement, HELVETIC shall be permitted to refuse carriage to the relevant person as well as their baggage. Where damages arise for the passenger resulting from an inspection or x-ray or where an x-ray or frisking damages his or her baggage, HELVETIC shall not be liable for such damages. Unless the damages were caused as a result of gross negligence.

Collection and issue of checked-in baggage

The delivery of checked-in baggage shall be carried out at the destination airport marked on the baggage receipt. The passenger shall be obligated to collect his or her baggage as soon as it is ready at the destination airport or at the location of the flight interruption. If it is not collected within a suitable period HELVETIC shall be entitled to impose a storage fee. If it is not collected within three months, having been available to the passenger, HELVETIC shall be free to dispose of the baggage as it pleases without being liable to the passenger for damages.

HELVETIC does not provide feeder services for items of baggage from and to the airport. HELVETIC shall not be liable for feeder services provided by third parties.

Special baggage/excess baggage

The transport of excess/special baggage (i.e. baggage over the above mentioned free limits and volumes as well as e.g. sports baggage, animals and weapons) shall be liable to a fee. In all cases fees shall be rendered before departure, otherwise there shall be no entitlement to transport of baggage.

Excess baggage shall cost an additional EURO 5.00 / kg per journey.

Skis (skis = one pair of skis, one pair of poles and one pair of boots), snowboards (snowboards = one snowboard and one pair of boots) or sporting articles smaller than 150 cm / 59 inches shall be conveyed free of charge as part of the free baggage limit. If the free baggage limit is exceeded, EURO 5.00 / kg or a maximum of EURO 25.00 per ski or snowboard or sporting article shall be invoiced.

Sporting articles larger than 150 cm / 59 inches shall cost EURO 25.00 per journey per item and must be registered. Surf boards cannot be transported.

Weapons and munitions may not be transported as baggage except as hunting and sporting items. Weapons and munitions used as hunting and sporting items can be accepted in accordance with the terms of the air freight operator as checked-in baggage. The weapons must be unloaded, secured and appropriately packed. The carriage of munitions is subject to the International Regulation regarding the Transport of Dangerous Goods of the ICAO and the IATA and may not be transported in the same baggage as the weapon. These shall be transported free of charge within the free baggage limits.

All **special baggage (except large sporting items) and excess baggage of more than 50 kg** shall be subject to the requirement that they are registered with HELVETIC and a return confirmation is received, since only a limited storage capacity is available beyond the free baggage allowance. The passenger must register this baggage at the latest 24 hours before check-in with HELVETIC by telephone otherwise HELVETIC shall reserve the express right to refuse to convey these items of baggage.

The basis for the decision regarding conveyance of special baggage shall be the available capacity and the security provisions. For this reason special baggage can be limited as to its volume or excluded entirely from the transport.

a) **Bicycles** should be packed. Handlebars must be turned in and pedals removed. Packaging will not be provided by HELVETIC at the departure airport. Costs per journey EURO 25.00 per item.

b) **Golf baggage** (one set of golf equipment including one pair of golf shoes) should be packed in a suitable manner. Golf baggage shall be transported free of charge within the free baggage limits. If the free baggage allowances are exceeded EURO 5.00 / kg to a maximum of EURO 25.00 per golf baggage shall be invoiced.

For a) and b) the following shall apply: HELVETIC shall not be liable for any damages that might arise on its flights. At check-in passengers must sign a restricted declaration of waiver

releasing HELVETIC from any responsibility. Due to the limitations of space, passengers are reminded of the general requirement of registration.

c) Each disabled person **shall be permitted** to take one wheelchair on board and must communicate this at the time of booking. The number of wheelchairs transported per flight is limited for security reasons. The wheelchairs must be foldable and equipped with dry batteries. Wet batteries cannot be transported. Motor-driven wheelchairs cannot be transported due to limited loading capacity. For security and space reasons, an entitlement to transport shall only exist if the intended transport of the wheelchair has been registered beforehand and confirmed by the company. Due to security reasons only a limited number of disabled passengers can be transported per flight.

d) For the transport of **animals** (in particular household pets such as dogs, cats, domesticated birds etc) additional criteria should be observed. For security and space reasons, an entitlement to transport shall only exist if the intended transport of the animal has been registered beforehand and confirmed by the company and if it is in a suitable and secure transport container provided by the passenger. The decision as to whether and how the relevant animal is conveyed shall be made by HELVETIC. An additional fee of EURO 25.00 / journey per transported animal up to 7 kg (including transport container) within the passenger cabin shall be levied. Only a limited number of animals per flight can be transported in the passenger cabin. The container is not permitted to exceed the following dimensions (volume: 56 cm x 32 cm x 27 cm – length x breadth x height). Animals (domestic animals), including transport container heavier than 7 kg will be charged 5 EUR per kg and transported in a secure container in aircraft hold. The fee shall be invoiced for the total weight (animal and container). The transport container must be provided by the passenger. The air freight operators shall not accept liability for any damage to health incurred by the animal as a result of the flight transport. All health checks/certification and prerequisites/papers required for import of the animal at the destination country shall be the responsibility of the passenger. **On certain flights no animals can be conveyed as a result of quarantine regulations.**

e) HELVETIC can only convey one sight-disabled passenger per flight with his or her **guide dog** in the passenger flight cabin. For security and space reasons, an entitlement to transport shall only exist if the intended transport of the guide dog has been registered beforehand and confirmed by the company. The transport of the guide dog shall be possible without a transport container and free of charge.

11. Behaviour on board

If a passenger behaves on board in such a manner that

- the aeroplane, the person or objects on board are endangered or

- the crew is prevented from exercising its duties or
- the crew's instructions, in particular with regard to smoking or the consumption of alcohol or drugs, are not followed or
- his or her behaviour with regard to other passengers or crew leads to an unreasonable nuisance, to damages or injuries,

HELVETIC shall be entitled to take measures that are requisite and in accordance with circumstances to prevent the further consequences of such behaviour. HELVETIC shall be entitled - if required and in accordance with circumstances - to provisionally arrest this passenger, refuse entry to the aeroplane, refuse to transport the passenger on connecting flights to any destination or refuse to transport the passenger on the entire flight network. Such offences committed on board the aeroplane shall be prosecuted on both a criminal and a civil basis.

Electronic devices

For security reasons the use of any private electronic devices is prohibited during the takeoff and landing. During the remaining period HELVETIC can either prohibit or limit the use of electronic devices on board the aeroplane, in particular the use of mobile telephone handsets, laptops, portable recording devices, portable radios, CD players, electronic playing or broadcasting devices, remote-controlled toys and walkie-talkies. The use of hearing aids and pacemakers is permitted.

12.Overbooking

If more passengers require conveyance than there are seats available on a HELVETIC flight and if such passengers check in on time and in accordance with other requirements before departure and must therefore be excluded from the flight (overbooking), the following conditions shall apply:

HELVETIC shall initially seek passengers who voluntarily renounce the flight to which they have an entitlement, in exchange for suitable reimbursement.

In the instance of seat allocation on an overbooked flight, unaccompanied minors and sick or invalid passengers as well as passengers with reserved seats shall have priority. Other passengers shall be allocated places in the order of checking-in for the flight. For the allocation of the seats HELVETIC can also apply other, non-discriminating, criteria.

Passengers who are not conveyed shall have the choice between reimbursement of the cost of the ticket or rebooking to the destination at the choice of the passenger either on the first available flight or at a later time.

In such an instance reimbursement shall be according to the conditions in Ordinance 261/2004 of the European Union of February 11, 2004.

HELVETIC shall not be obligated to make reimbursement according to these regulations if the passenger is flying free of charge on the relevant flight or at a reduced tariff that is not available either directly or indirectly to the public or if there are circumstances that entitle HELVETIC, in agreement with these conditions of carriage and the relevant laws, to deny carriage to the passenger.

13. General remarks regarding liability

HELVETIC's liability and that of every transport operator participating in the route shall be in accordance with the convention, the applicable law and in accordance with these conditions of carriage or according to the conditions of carriage of the relevant transport operator. The conditions of liability pertaining to HELVETIC are set out in the following conditions.

Insofar as not otherwise determined, the liability regulations of the agreement shall apply. In the instance that the carriage of the passenger is not subject to the liability regulations of the agreement, Swiss Law shall apply; in addition the following determinations shall apply.

If, in the case of the occurrence of the damage, the victim of the damage is held to be co-responsible, the norms of the applicable law with regard to the exclusion or reduction of obligation to provide compensation given coresponsibility on the part of the victim shall apply. HELVETIC's liability shall in no case exceed the amount of the proven damage.

HELVETIC shall not be liable for damages that arise from the fulfilment of state laws by HELVETIC or that arise as a result of the passenger failing to fulfil obligations arising from such laws.

In the case of errors or omissions in flight schedules or other publications of travel times as well as information from agents, employees or authorised representatives of HELVETIC concerning data or departure and arrival times or regarding the conduct of the flight, HELVETIC shall only be liable in cases involving intention and gross negligence.

The exclusion and limitations of HELVETIC's liability shall apply analogously in favour of its agents, employees, representatives as well as any person whose aeroplane is used by HELVETIC including its agents, employees and representatives. The total amount that might possibly be paid by HELVETIC and the above-mentioned persons as compensation shall not be permitted to exceed the valid upper limits of liability for HELVETIC.

Insofar as nothing else is expressly intended, none of these conditions of carriage has, as its content, the renunciation of an exclusion of liability or a limitation of liability on the part of HELVETIC in accordance with the agreement or applicable law.

14. Liability for personal damages

In addition to the agreement the following conditions shall apply for HELVETIC's liability toward the passenger for death, bodily injury or other damages to health.

HELVETIC shall reject the liability limits for compensation claims arising from death, bodily injury or other damage to health of the passenger in accordance with Article 22 paragraph 1 of

the Convention or comparable national air law determinations and does not refer, up to a liability amount of 100,000 Special Drawing Rights (in accordance with the definition of the International Monetary Fund), to the objections as per Article 20 paragraph 1 of the agreement or compatible national air law determinations.

Insofar as nothing else has been determined in the previous paragraph, the exceptions from the Convention and the applicable national law shall apply. HELVETIC shall in addition reserve the right to all rights of recourse with respect to third parties, in particular the right to indemnity and participation in damages.

In the case of accidents in which a passenger is killed, sustains bodily injury or whose health is otherwise damaged, HELVETIC shall make immediate payment, no later than 15 days after establishing the identity of the natural persons legally entitled to compensation, of an advance to satisfy immediate economic requirements and in relation to the severity of the case. In the event of death this advance shall amount to a sum equivalent to 15,000 SDRs in euros per passenger. The advance does not represent recognition of liability and may potentially be netted off later with other amounts paid by HELVETIC on the basis of liability. The advance is not refundable unless there is a case of coresponsibility on the part of the passenger or in cases where it is later proved that these persons who received the advance have caused the accident or they do not have the right for compensation.

Where a passenger is conveyed whose age or mental or physical condition is such that the carriage would present a danger for him or her, HELVETIC shall not be liable for personal damages (including death), insofar as they are caused by this condition.

Passengers for whom air travel can present a hazard for these reasons must inform HELVETIC beforehand so that HELVETIC can establish whether and in what circumstances it is possible for the passenger to travel without risk. In cases of doubt the airline operator shall have the right to refuse transport.

15. Liability for damage to baggage, loss of baggage and delayed baggage

General

HELVETIC shall be liable for damages that arise during flights conducted by HELVETIC and for which there is a valid agreement of carriage.

The agreement shall be valid for HELVETIC's liability toward the passenger for damages to checked-in baggage. HELVETIC shall be liable for damages to baggage that has not been checked in only if HELVETIC has caused the damage.

HELVETIC's liability for damage, destruction or loss of baggage is limited to an amount of SDR 1,000 per passenger. Where there are liability limitations according to the applicable law, these shall be decisive. Since liability is limited as a matter of principle, passengers are advised to take out travel baggage insurance in all cases.

Where a passenger's baggage reaches a destination on a different flight, the passenger must collect the baggage from the airport. Delivery to the passenger's place of accommodation can only be carried out on request and requires separate payment.

If the weight of the checked-in baggage is not recorded on the baggage coupon it shall be agreed that the total weight of the checked-in baggage does not exceed the permitted weight of free baggage.

Limitations of liability shall not apply if the damage has been caused intentionally by HELVETIC or as a result of gross negligence or, in the sense of the agreement, was caused intentionally or as a result of carelessness.

HELVETIC shall not be liable for damages to objects that may not be checked in as baggage according to these conditions.

The passenger alone shall be liable for damages caused by his or her baggage. This shall apply in particular for damages caused by his baggage to other persons or third-party property or property belonging to HELVETIC. The passenger shall, in addition, reimburse HELVETIC for all expenses that arise hereby.

16. Time-limits for claims and complaints

Notification

Notification of damage should be made immediately at the relevant destination airport at the agent responsible for HELVETIC check-in. The agent shall make a damage report and explain further procedure.

In the case of damages to baggage all complaints are excluded if the person entitled to the claim fails to make written notification to the air freight operator immediately after discovering the damage and, in the case of international journeys, at the latest seven days after receipt of the baggage. The same shall apply for late delivery of baggage with the proviso that this notification should be made immediately, at the latest, however, 21 days after delivery of the baggage. Notification shall require written form and must be sent within the above mentioned time periods.

If the owner of the baggage coupon accepts the baggage without written complaint at the time of the delivery then, until proof otherwise, it shall be deemed that the baggage was delivered in good condition and in accordance with the agreement of carriage. In this case it shall apply that suitcases or similar serve to protect the contents, must be designed to withstand pressure and that scratches or similar marks constitute part of natural wear and tear.

Loss of baggage must be notified immediately after the flight to the check-in agent of the relevant airport. The relevant check-in agent shall report the loss and enter the information in a globally active search system. Notifications of loss made after leaving the airport area will be accepted only subject to conditions.

Time-limit for complaints

Complaints for reimbursement for damages of any kind, in the case of international flights, must be made within a period of two years, calculated from the day of arrival at the airport at the destination or from the day on which the aeroplane should have arrived or from the day on which the journey was terminated. The calculation of the period shall be in accordance with the law of the court where the claim is made.

17. Modifications

No agency, employee or other third party shall be entitled to modify these terms of carriage, to supplement them or to refuse to apply them.

18. Court of law / applicable law

In the case of property law disputes that arise in connection with the carriage of passengers by HELVETIC, the courts of Zurich, Switzerland, shall be utilised in so far as no other exclusive court of law is justified. The agreement regarding the court of law shall not apply in the area of application of the Convention and equally not for persons who are not commercially registered and have a general court of law in Switzerland.

This agreement of carriage and the related determinations shall be subject to the Swiss Law except where another national law must be applied.

19. Ineffectiveness of individual clauses

Where one or more clauses of these conditions of carriage are ineffective due to applicable law, the effectiveness of the remaining clauses shall be thereby unaffected.

20. Other terms

The carriage of passengers and their baggage may also be subject to other laws and conditions that are binding for HELVETIC or that HELVETIC has adopted. These rules are important and may be subject to short-term modification. Among other things, they concern the carriage of unaccompanied minors, pregnant women and sick passengers, restrictions on the use of electronic devices as well as the consumption of alcoholic drinks on board.

The corresponding valid rules and determinations are available from HELVETIC on request.

21. Interpretation

The individual titles used in these conditions of carriage serve purely practical purposes and may not be used for the interpretation of the text.

These conditions are taken from the Swiss Federal Office for Civil Aviation, based on Article 4 of the Ordinance regarding Air Transport (LTrV), approved on the [].

The approved German version of these general conditions of carriage shall have precedence over translations in cases of doubt.