

General Conditions of Carriage (GCC)

1. Area of application

These General Conditions of Carriage apply to any transportation of passengers and baggage, including associated services, provided by Air Berlin & Co Luftverkehrs KG, Niki Luftfahrt GmbH or their vicarious agents (hereinafter referred to as the Airline).

In the event of any contradiction between these General Conditions of Carriage and other contract clauses, these General Conditions of Carriage shall prevail in so far as they concern the operational implementation of the flight.

Unless otherwise expressly agreed, these General Conditions of Carriage shall also apply to carriage provided free of charge.

The Airline's General Terms and Conditions of Business also apply.

2. Carriage only on presentation of complete and valid travel documents

Passengers are only carried by the Airline if complete and valid travel documents as well as a valid passport / ID card / visa are presented when checking in on time. This also applies to any pets travelling with passengers.

Suitable proof of identity (inclusion on the passport of parent/guardian or the child's own passport) must also be submitted for children and infants. We advise passengers to have their booking reference number ready when checking in.

The Airline is entitled to refuse carriage if the conditions of entry imposed by the country of destination have not been met or if travel documents/evidence required by a specific country cannot be submitted.

3. Check-in procedure

In accordance with existing security requirements, passengers must present themselves at the check-in desk 60 minutes before the scheduled departure (check-in deadline).

Passengers must be in possession of their boarding pass 30 minutes before the scheduled departure.

Carriage may be refused if passengers arrive at the check-in desk less than 60 minutes before the scheduled departure.

4. Carriage of baggage

Hand baggage must not weigh more than 6 kg. The dimensions of hand baggage must not exceed the measurements of 55 cm x 40 cm x 20 cm. On account of space restrictions and security, only one item of hand baggage per passenger is permitted.

The maximum free baggage allowance for checked baggage is 20 kg per passenger, unless otherwise agreed (e.g. by special provisions within the scope of customer loyalty schemes).

An additional charge is payable if the free baggage allowance is exceeded (compare clause 6). The person named as the customer on the booking and to whom the invoice has been issued and/or the passenger is responsible for paying the additional charge.

The baggage identification tag issued to the passenger acts as a record of the checked baggage as regards the weight and the number of items. Passengers are advised to attach a label with their name and address to checked baggage.

The Airline may refuse to accept baggage to be checked in if it is not packaged in such a way that its secure transportation can be ensured. Passengers share responsibility for ensuring that their checked baggage, as well as all items contained therein, will survive transportation without damage.

Passengers are required to collect their checked baggage as soon as it is issued by the Airline.

5. Prohibited baggage

5.1) The carriage of dangerous items is forbidden on all flights operated by the Airline.

5.2) Passengers are not permitted to carry the following items:

- Items that could endanger the aircraft, onboard equipment or persons, in particular explosives, compressed gases, oxidising, radioactive, corrosive or magnetising substances, highly flammable, toxic or aggressive substances and also all kinds of liquids, i.e. any items or substances that are classified as hazardous in accordance with the regulations on hazardous substances;
- items that are unsuitable for carriage on account of their weight, size or nature.

5.3) Passengers are not permitted to carry weapons of any kind, either in their hand baggage or on their person, in particular firearms, blunt or sharp weapons as well as containers under gas pressure that can be used for the purpose of attack or defence. The same applies to all types of ammunition and potentially explosive substances. Absorbed-fuel (Zippo-type) cigarette lighters are prohibited. Passengers may carry 1 gas lighter on their person.

5.4) Toy guns (plastic or metal), catapults, cutlery, razor blades (both safety blades and open blades), commercially available toys that could be used as a weapon, knitting needles, large sports rackets, billiard or snooker cues, polo mallets and any other sharp articles must only be transported in checked baggage.

The same applies to nail scissors and nail files, tail combs and hypodermic syringes (except for documented medical purposes).

5.5) Passengers are advised not to carry any fragile or perishable items, items of special value, e.g. money, jewellery, precious metals, precious stones, laptops, cameras, mobile telephones or other electronic devices, securities (share certificates etc.) or other valuables or documents, samples, identification documents, house keys, car keys, medication or liquids in their checked baggage.

6. Excess / special baggage

6.1) The carriage of baggage that exceeds the applicable free baggage allowance is subject to a charge. Unless otherwise expressly agreed, an additional carriage charge of 4.00 €/kg per leg is applied to baggage that exceeds the free baggage allowance. In every case the charge must be paid before departure of the flight, otherwise there is no entitlement to transportation of the baggage. The person entered as customer on the booking and to whom the invoice has been issued and/or the passenger is responsible for paying the additional charge.

Unless otherwise expressly agreed, the Airline must be notified in advance of all items of special baggage. Notification must be made by fax to +49 (0) 30-41 02 10 03 or by letter sent to Air Berlin, Service Team, Saatwinkler Damm 42-43, D-13627 Berlin, Germany. The Airline's confirmation of such notification is required to ensure entitlement to transportation. The dimensions and weight of the item of special baggage must be stated on notification.

The decision relating to transportation of excess and special baggage is based on available capacity in the hold and on safety regulations. Consequently excess and special baggage may be subject to a quantity restriction or entirely excluded from transportation.

6.2) Sports equipment is deemed to be special baggage and must be packed separately. We advise passengers to check in sports equipment in sturdy packaging. It must be recognisable as sports equipment at the check-in desk. The following charges apply:

Bicycle	20.00 € one way
Hang-glider	25.00 € one way
Bodyboard, kiteboard over 140 cm in length	25.00 € one way
Kayak	25.00 € one way
Surfboard with sail and mast	25.00 € one way

Bicycles must be packaged. We recommend a bike box or other sturdy container. Bicycles with an auxiliary engine are deemed to be hazardous items and excluded from carriage. However bicycles powered by an electric motor and equipped with a battery can be transported.

The Airline must be notified in advance if passengers will be checking in **sports weapons and associated ammunition**, or any items that have the appearance of or are marked as weapons, ammunition or potentially explosive substances.

The Airline will only permit such items to be carried if they are transported as freight or checked baggage in accordance with regulations covering the transportation of hazardous goods. **To notify the Airline and obtain further details please call +49 (0)1805-737 800 (0.12 €/min.) or send a fax to: +49 (0)30 4102-1003.**

The Airline does not require notification of the items of special baggage/sports equipment listed below and they will be carried free of charge, provided that their weight as a separate item of baggage does not exceed 30 kg. Only one item of special baggage/sports equipment per passenger will be accepted.

Diving equipment, badminton, squash or tennis bag with no more than 3 rackets, sports wheelchairs and the associated sports equipment, parachute/paraglider, golf equipment, riding equipment (1 pair of riding boots and 1 saddle), roller sports (1 skateboard, 1 pair of roller skates or inline skates), snow sports equipment (1 pair of skis or 1 snowboard and ski boots or 1 skibob per passenger), sport fishing (1 rod, casting equipment), 1 pair of water skis and wetsuit, prams/buggies and child seats.

However, the Airline must be given advance notice of diving equipment if a diving lamp will also be carried. Belts must be transported without the lead diving weights and compressed-air

bottles must be empty. Diving lamps must be carried as hand luggage, with the battery or bulb removed.

6.3) One (1) **wheelchair** may be carried per disabled passenger and the Airline must be notified of such a requirement on booking. Restrictions apply to the carriage of motorised wheelchairs on account of the limited hold capacity. When they are checked in, such wheelchairs must be in a condition that ensures their safe handling and transportation. Entitlement to carriage only applies if the Airline has been notified in advance and has confirmed the passenger's request to have the wheelchair transported on the flight, with the dimensions and weight being stated. In particular the regulations on hazardous goods must be complied with. Further details will be provided on notification of the Airline.

6.4) The carriage of **pets** is subject to a charge. The statutory regulations covering the transportation of animals apply. The pets must be transported in a suitable and secure carrier. For reasons of safety and space the passenger's entitlement to carriage of the pet only applies if the Airline was notified of and has confirmed such intended carriage on booking. The Airline does not accept any pets on flights to the United Kingdom.

The Airline's charge for the carriage of pets in the cabin (maximum dimensions of a pet carrier are 55 cm x 40 cm x 20 cm, up to 6 kg in weight) is 15.00 € one way. The Airline's charge for carrying pets in the hold is 25.00 € one way. Pets that are transported in the cabin must be kept in their carrier at all times during the flight. The carrier must not be placed on a seat.

The Airline is only permitted to carry two (2) visually impaired passengers with one guide dog each in the cabin. The passenger's entitlement to carriage of the guide dog only applies if the Airline was notified of and confirmed such intended carriage on booking. Guide dogs are carried free of charge.

7. Carriage of infants, children and young persons

To avoid damage to health, we recommend that **newborn infants under 7 days old** are not carried on flights.

Infants (children under 2 years old) pay 10 % of the adult fare. Children between the ages of 2 and under 12 pay 67 % of the adult fare.

Infants travel on the lap of their parent/guardian or person accompanying them. They are not entitled to their own seat. The Airline accepts the carriage of infants in their own child seats provided that the Airline has been notified of the intended use of such a seat by 11.00 h on the day preceding departure. The following child seats are currently permitted: Römer King Quickfix, Maxi Cosi Mico, Storchenmühle Maximum. In addition the Luftikid is also approved for use on some aircraft.

Attention

Suitable proof of identity (inclusion on the passport of parent/guardian or the child's own passport) must also be submitted for children and infants.

Children between the ages of 5 and 12 may be carried by the Airline without a person accompanying them provided that the Airline is notified in advance and that carriage of

unaccompanied minors is confirmed by the Airline. For notification please telephone +49 (0)1805-737 800 (0.12 €/min.) or send a fax to +49 (0)4120-1003.

Unaccompanied minors will be carried if an official passport/identity document or the German family book or a certified copy thereof is presented at the check-in desk. A document authorising the journey, signed by both parents and if necessary with notarial authentication, may be required.

The name of the person collecting/looking after the child at the destination airport must be given at the check-in desk. The parent/guardian or person looking after the child must wait at the airport until the departure of the aircraft.

Carriage of unaccompanied minors is subject to a processing charge of 15.00 € one way.

The decisive date for allocating a child to the various categories is the age of the child on the departure of the booked flight. If the Airline is required to provide particular services, then the return date must also be considered. The age of the child on the departure of the return flight is decisive.

On transit flights via one of the Airline's hubs the Airline will provide a person to accompany and supervise unaccompanied minors, provided that the transit time does not exceed 2 hours. If it does, carriage will be refused.

8. Carriage of expectant mothers

For safety reasons and to avoid damage to the health of expectant mothers, the following regulations apply:

The Airline will provide carriage for expectant mothers without a fitness-to-fly certificate **until 4 weeks before the expected date of delivery**; the Airline is entitled to demand a medical certificate showing that the pregnancy has not progressed beyond the 35th week. Carriage is not provided for expectant mothers **in the 4 weeks before the expected date of delivery**.

Important – please note:

The above-mentioned regulations must also be taken into account for the date of any planned return flight.

9. Passenger conduct

The Airline is entitled to refuse carriage or onward carriage for passengers or their baggage if:

- the aircraft, a person or items on board are endangered;
- members of the crew are obstructed in carrying out their duties;
- the crew's instructions, in particular with regard to smoking and the consumption of alcohol, are ignored;
- passengers' behaviour imposes an unacceptable burden or leads to damage or injury on the part of other passengers or the flight crew;
- there is reasonable suspicion that passengers will carry out one of the above-mentioned acts;

- carriage would be in breach of the applicable law, regulations or requirements of the country of departure or destination or of the country over which the aircraft is flying at the time;
- passengers refuse to allow themselves or their baggage to be searched if such a search is deemed necessary;
- the applicable fare, taxes due, surcharges or other fees were not paid;
- passengers do not have any valid travel documents in their possession, destroy their own travel documents during the flight or refuse to hand over the travel documents at the request of the members of the crew in return for an acknowledgement of receipt;
- passengers cannot prove at the check-in desk or when boarding the aircraft that they are the person in whose name the booking was made;
- passengers contravene safety-relevant instructions given by the Airline or instructions within the scope of company regulations;
- passengers are carrying prohibited baggage.

The pilot/Airline is entitled to take any measures that are necessary and reasonable to prevent further consequences of such behaviour.

The Airline is entitled – if necessary and reasonable – to ask such passengers to leave the plane, to refuse onward carriage at any location or to refuse carriage throughout the route network. Any such passengers will be prosecuted under criminal or civil law for offences that have been committed on board the aircraft.

For safety reasons passengers are not permitted to use any private electronic devices during take off and landing. The use of mobile phones is not permitted at any time during the flight. Other electronic devices may only be used with the permission of the flight attendants.

10. Miscellaneous

No agency, employee or third person is entitled to change these General Conditions of Carriage, to supplement them or to waive their applicability.

In the event of one or more provisions of these General Conditions of Carriage being ineffective, the effectiveness of the remaining provisions shall not be affected.