

General Conditions of Carriage

CIMBER AIR A/S (QI)
April 2009

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CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

PREAMBLE

These Conditions of Carriage govern the relationship between you as a Passenger and us as the Carrier regarding your Carriage on an aircraft operated by us or pursuant to a Ticket on which our Airline Designator Code appears for that flight or flight segment. Your rights and duties towards us and vice versa in this matter are outlined in the Conditions of Carriage. We advise you to read the Conditions of Carriage carefully as, among other things, they set out various limitations that affect you, for instance concerning our limits of liability towards you in case of Damage and delay affecting you and/or your Baggage. If our limits of liability are not satisfactory in relation to your needs, we advise you to obtain personal travel insurance.

These Conditions of Carriage may be amended without prior notice. The version in effect at any given time is the version most recently published, and this can be downloaded from our web site www.cimber.dk at any time.

ARTICLE 1: WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these conditions, please note that:

"We", "Our" "Ourselves" and "Us" mean Cimber Air A/S.

"You", "Your" and "Yourself" mean any person holding a ticket, except members of the crew, carried or to be carried in an aircraft. (See also definition for "Passenger").

"Agreed Stopping Places" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

"Airline Designator Code" means the two characters or three letters that identify particular air carriers.

"Authorised Agent" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

"Baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

"Baggage Check" means those parts of the Ticket that relate to the carriage of your Checked Baggage.

"Baggage Identification Tag" means a document issued solely for your checked baggage.

"Carriage" means Carriage of Passengers and/or Baggage by air.

"Carrier" means an air Carrier whose Airline Designator Code appears in your Ticket or on a Conjunction Ticket.

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

"Checked Baggage" means Baggage we have taken into our custody and for which we have issued a Baggage Check.

"Check-in deadline" means the time limit for the specific airport specified by the airline by which you must have completed check-in formalities and - if applicable - received your boarding pass.

"Code Sharing" means the operation by one Carrier of flights for which seats are offered by another Carrier using its own Airline Designator Code alone or jointly with the operating Carrier's Airline Designator Code.

"Conjunction Ticket" means a Ticket issued to you in conjunction with another Ticket that together constitute a single contract of Carriage.

"Convention" means whichever of the following apply:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereafter referred to as the Warsaw Convention);

the Warsaw Convention as amended at The Hague on 28 September 1955;

the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);

the Guadalajara Supplementary Convention (1961) (Guadalajara);

the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

"Coupon" means both a paper Flight Coupon and an Electronic Coupon, each of which entitles the named Passenger to travel on the particular flight identified on it.

"Damage" includes death of, wounding of, or bodily injury to a Passenger, loss, partial loss, theft of or other Damage, arising out of, or in connection with, Carriage or other services we provide.

"Days" means calendar days, including all seven days of the week. For the purpose of notification, we will not count the day on which notice is sent. For the purpose of deciding whether a Ticket is valid, we will not count the day on which the Ticket was issued, or the first flight began.

"Electronic Coupon" means an Electronic Flight Coupon or other value document held in our database.

"Electronic Ticket" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

"Extraordinary Circumstances" means situations where an event could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings, strikes that affect the operation of an operating air carrier or where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay or the cancellation of one or more flights by that aircraft.

"Flight Coupon" means that part of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

"Force Majeure" means extremely unusual and totally unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

"Immediate Family" means your spouse or person with whom you cohabit, parents, children, sisters and brothers, grandparents, grandchildren, father-, mother-, brothers-, sisters-, sons- and daughters-in-law.

"Itinerary/Receipt" means a document or documents we issue to Passengers travelling on Electronic Tickets that contain the Passenger's name, flight information and notices.

"Notice of Contract Terms Incorporated by Reference" means those statements contained in or delivered with your Ticket or Itinerary/ Receipt, identified as such and which incorporate by reference these Conditions of Carriage and notices.

"Passenger" means any person holding a Ticket, except members of the crew, carried or to be carried in an aircraft. (See also the definition for "you", "your" and "yourself").

"Passenger Coupon" or "Passenger Receipt" means the part of the Ticket issued by us or on our behalf that is marked as such and which you will ultimately retain.

"SDR" means a Special Drawing Right, which is the composite unit of currency that is the official unit of exchange of the International Monetary Fund. 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.

"Stopover" means a scheduled stop on your journey at a point between the place of departure and the place of destination for a minimum period of twenty-four hours.

"Tariff" means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

"Ticket" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Notice of Contract Terms Incorporated by Reference, other notices and Coupons.

"Unchecked Baggage" means any of your Baggage other than Checked Baggage.

ARTICLE 2: APPLICABILITY

2.1 General

Except as provided in Articles 2.2, 2.4, 2.5 and 3.1.2, our Conditions of Carriage apply only to flights or flight segments operated by us and/or, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

Outside Europe EU reg. 261-2004 regarding assistance to passengers in the event of denied boarding, cancellations and long delay of flights might not apply. If you are travelling outside Europe on flights not operated by us be aware that you might not be entitled to assistance from us, or the operating airline in situations where your flight is cancelled, delayed, you are denied boarding or downgraded. In these situations your rights will be governed by the local legislation applicable to the flight in question.

These conditions do not apply to Carriage by air if such Carriage is part of a travel arrangement as defined in Council Directive (90/314/EEC) of 13 June 1990 on package travel, package holidays and package tours.

2.2 Charter Operations

If Carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent that they are incorporated by reference or otherwise in the charter agreement or the Ticket.

2.3 Code Shares

On some services we have arrangements with other Carriers known as "Code Shares". This means that even if you have a reservation with us and hold a Ticket in which our name or Airline Designator Code is indicated as the Carrier, another Carrier may operate the aircraft. If such arrangements apply, we or our Authorised Agents will advise you of the Carrier operating the aircraft at the time you make a reservation. Your contract party is the marketing Carrier, i.e. the Carrier whose Airline Designator Code appears on the Flight Coupon or routing slip next to the flight number. Notwithstanding the above, in the event of Code Sharing, all claims related to compensation and assistance in the event of denied boarding, cancellation or long delays must be submitted to the operating carrier.

2.4 Overriding Law

If these Conditions of Carriage are inconsistent with our Tariffs or applicable law that cannot be waived by agreement of the parties, such Tariffs or laws will apply.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions will nevertheless remain valid.

2.5 Conditions Prevail over Regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have dealing with particular subjects, these Conditions of Carriage will apply.

ARTICLE 3: TICKETS

3.1 General

3.1.1 The Ticket constitutes conclusive evidence of the contract of Carriage between us and the Passenger named in the Ticket. We will provide Carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2 A flexible ticket bought for personal use, i.e. for anything other than trade, business or professional purposes, is transferable in its entirety (but not in part) provided; - please see our ticket conditions at www.cimber.com

- that you contact us and request that we transfer your Ticket at least 24 hours before the scheduled departure time shown on the first flight coupon of the Ticket,

- that we are the operating Carrier of all the flights or flight segments in the Ticket, and

- that the person to whom the Ticket is to be transferred satisfies and complies with all the conditions applying to the original Ticket.

When you give us your Ticket, we will issue a new Ticket in the name of the person to whom the Ticket is to be transferred. The new Ticket will be subject to the same terms and conditions as those of the replaced Ticket. You will be charged an administration fee for the Ticket transfer.

Except as provided above, Tickets are not transferable.

3.1.3 Some Tickets are sold at discounted fares, which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you might have to cancel your Ticket.

3.1.4(a) If you have a Ticket, as described in Article 3.1.3 above, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and provide evidence of such Force Majeure, we will, at our discretion, either make a refund within a reasonable time or provide you with a credit of the non-refundable part of the fare for future travel with us. In both circumstances, an administration fee will be charged.

3.1.4(b) If you have a Ticket, as described in Article 3.1.3 above, and you are delayed for your scheduled flight due to Force Majeure, provided that you promptly advise us and provide evidence of such Force Majeure, we will carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge.

3.1.5 The Ticket is and remains at all times the property of the issuing Carrier.

3.1.6 Except in the case of an Electronic Ticket, you are not entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you are not entitled to be carried if the Ticket presented is mutilated or if it has been altered by anyone other than by us or our Authorised Agent. In the case of an Electronic Ticket, you are not entitled to be carried on a flight unless you provide positive identification, and a valid Electronic Ticket has been duly issued in your name.

3.1.7(a) If a Ticket (or part of it) is lost or mutilated as described in Article 3.1.3 above, if we have issued the said Ticket, we will, upon your request, replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued. You will be liable to pay us for any costs and losses, up to the value of the original Ticket, that are necessarily and reasonably incurred by us or another Carrier for misuse of the original Ticket. We will not claim payment from you for any such losses resulting from our own negligence. We will, however, charge an administration fee for this service, unless the loss or mutilation was due to negligence caused by us or one of our Authorised Agents.

3.1.7(b) In case of loss or mutilation of a Ticket that is fully refundable, we may require you to pay the full Ticket price for a new Ticket, subject to refund if and when we are satisfied that the lost or mutilated Ticket has not been used before its validity expires. If you find the original Ticket before its validity period runs out and give it to us, we will give you a refund.

3.1.8 A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2 Period of Validity

3.2.1 Except as otherwise provided in the Ticket, in these Conditions of Carriage, or in applicable Tariffs, (which may limit the validity of a Ticket, in which case the limitation will be shown in the Ticket), a Ticket is valid for:

- (a) one year from the date of issue; or
- (b) one year from the date you first travelled using the ticket, provided your first flight took place within a year of the Ticket being issued.

3.2.2 If after having begun your journey, you are prevented from travelling within the period of validity of the Ticket due to illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight on which space is available in the class of service for which the fare has been paid after such date, from the point where the journey is resumed. Your illness must be attested by a medical certificate. If the Flight Coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of your Ticket may be extended for not more than three months from the date shown on the certificate. If you are holding a special fare Ticket, the time limit for extension is a maximum of 7 days, unless prohibited according to the rules applying to the fare paid. In such circumstances, we will similarly extend the validity period of Tickets of other members of your Immediate Family accompanying you.

3.2.3 If a Passenger dies en route, the Tickets of the people accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the Immediate Family of a Passenger who has begun a journey, the validity of the Passenger's Tickets and those of his or her Immediate Family who are accompanying the Passenger may likewise be modified. Any such modification will be made on receipt of a valid death certificate and any such

extension of validity will be for a period not longer than forty-five (45) days after the date of death.

3.3 Coupon Sequence and Use

3.3.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based on our Tariff and is for the transportation as shown in the Ticket. It forms an essential part of our contract with you. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2 If you wish to change any aspect of your transportation, you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. If you need to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will make reasonable efforts to transport you to your next Stopover or final destination, without recalculating the fare.

3.3.3 If you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons will have no value.

3.3.4 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction of travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and changes may not be allowed at all, or only on payment of an additional fee.

3.3.5 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

3.3.6 Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations, however Article 3.3.4 will apply in this case.

3.3.7 Please be advised that in order to reduce overbooking, we will cancel one or more of your bookings if you have made more bookings to a destination than you have purchased Tickets to the said destination.

3.4 Name and Address of Carrier

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address will be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary/Receipt.

ARTICLE 4: FARES, TAXES, FEES AND CHARGES

4.1 Fares

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport services between airports and between airports and town terminals unless otherwise expressly stated. Unless otherwise agreed, your fare will be calculated in accordance with our Tariff in effect on the date you reserve your Ticket for travel on the specific dates and itinerary shown on it. Cimber holds the right to change the price at any time.

4.2 Taxes, Fees and Charges

4.2.1 You must pay applicable taxes, fees and charges imposed by governments or other authorities, or by the operator of an airport. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date on which we have issued your Ticket. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after your Ticket has been issued, you will be obliged to pay it. Similarly, if any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund from us. We will attempt to contact you through our various communication channels (e.g. on our web site www.cimber.dk), if you are entitled to a refund that equals or exceeds the amount of 20 SDRs.

4.2.2 If you cancel a non-refundable Ticket and are entitled to a refund of taxes, fees and charges, the refund will be subject to the deduction of an administration fee.

4.3 Currency

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.

ARTICLE 5: RESERVATIONS

5.1 Reservation Requirements

5.1.1 We, or our Authorised Agents will record your reservation(s). Upon request, we will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions that limit or exclude your right to change or cancel reservations or to request a refund.

5.2 Ticketing Time Limits

If you have not paid for the Ticket before the specified ticketing time limit, as advised by us or our Authorised Agents, we may cancel your reservation.

5.3 Personal data

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, contacting you regarding automatic check-in and other information about your flight, obtaining ancillary services such as, for instance, hotel reservations and car rental, developing and providing services such as, for instance, special facilities for people with reduced mobility, special meals and the fulfilment of other special wishes our passengers may have, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other carriers or the providers of the above-mentioned services. Your personal data will not be used for marketing activities without your prior permission.

5.4 Seating

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5 Reconfirmation of Reservations

5.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and explain how and where it should be done. If reconfirmation is required and you fail to comply, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the

flight, we will use reasonable efforts to transport you to your next or final destination.

5.5.2 You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears in the Ticket for the flight in question.

ARTICLE 6: CHECK-IN AND BOARDING

6.1 General

6.1.1 Check-in Deadlines may vary from airport to airport and you must inform yourself about these Check-in Deadlines and honour them. You must allow yourself plenty of time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. You must have completed the check-in process no later than at the Check-in Deadlines indicated.

6.1.2 We or our Authorised Agents will advise you of the Check-in Deadline for your first flight with us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights may be obtained from us or our Authorised Agents.

6.1.3 You must be present at the boarding gate not later than the time specified by us or our Authorised Agents when you check-in.

6.1.4 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.1.5 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article unless we have been negligent.

ARTICLE 7: REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right to Refuse Carriage

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable laws, regulations, or orders;

7.1.2 the Carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Passengers, to crew, or to property;

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to give your travel documents to the flight crew when so requested; or if we by any other means have reason to believe that you will not be permitted to enter the country of your destination or any other country through which you may be in transit;

7.1.8 you present a Ticket that has been acquired unlawfully, purchased from an entity other than us or our Authorised Agents, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9 you have failed to comply with the requirements described in Article 3.3 above concerning Coupon sequence and use or you present a Ticket that has been issued or altered in any way, other than by us or our Authorised Agents, or the Ticket is mutilated;

7.1.10 you fail to observe our safety or security instructions.

7.2 Special Assistance

7.2.1 Acceptance for Carriage of unaccompanied children, pregnant women, people who are incapacitated or sick or other people requiring special assistance is subject to prior arrangement with us unless otherwise required under applicable laws, regulations or orders. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing and been accepted by us, may not subsequently be refused Carriage on the basis of such disability or special requirements.

7.2.2 Special assistance will be provided in accordance with our rules and regulations governing such assistance, which may be obtained from us or our Authorised Agents.

ARTICLE 8: BAGGAGE

8.1 Free Baggage Allowance

You may carry some Baggage free of charge, subject to our regulations and limitations, which are available upon request from us or our Authorised Agents.

8.2 Excess Baggage

You will be required to pay a charge for Carriage of Baggage in excess of the free Baggage allowance. These rates are available from us or our Authorised Agents upon request.

8.3 Items Unacceptable as Baggage

8.3.1 You must not include in your Baggage:

8.3.1.1 items that are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our Regulations (further information is available from us upon request);

8.3.1.2 items you are forbidden from carrying by applicable laws, regulations or orders of any state to be flown from, over or to;

8.3.1.3 live animals, except as provided for in Article 8.9;

8.3.1.4 items that are reasonably considered by us to be unsuitable for Carriage because they are dangerous or unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 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. Firearms must be unloaded and with the safety catch on, and suitably packed.

Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.1.1.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in your Checked Baggage fragile or perishable items or items having a special value, such as but not limited to: money, keys, prescribed medicines, glasses/sunglasses, bottles, cameras, jewellery, precious metals, computers, personal electronic devices, mobile

telephones, musical instruments, negotiable papers, securities or other valuables, business documents, passports and other identification documents, or samples.

8.3.5 If, despite being prohibited, any items referred to in Articles 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we will not be responsible for any loss, delay or damage to such items.

8.4 Right to Refuse Carriage

8.4.1 Subject to Articles 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items on discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for Carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other Passengers. Information about unacceptable items is available upon request.

8.4.3 We may refuse to accept Baggage for Carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.4.4 Unless advance arrangements for its Carriage have been made with us, we may carry your Baggage that is in excess of the applicable free allowance on later flights without any compensation to you for such delay.

8.5 Right to Search

For safety and security reasons, we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence to determine whether you are in possession of or whether your Baggage contains any item described in Article 8.3.1 or any firearms, ammunition or weapons that have not been presented to us in accordance with Articles 8.3.2 or 8.3.3. If you are unwilling to comply with our request we may refuse to carry you and your Baggage. If a search or scan causes Damage to you, or an x-ray, search or scan causes Damage to your Baggage, we will not be liable for such Damage unless it is due to our fault or negligence.

8.6 Checked Baggage

8.6.1 When you check in your Checked Baggage, we will take custody of and issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name and address affixed to it.

8.6.3 Checked Baggage will, if within limits, whenever possible be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage has complied with the provisions of this Article 8 and is carried on a subsequent flight, we will deliver it to you, unless applicable law requires you to be present for customs clearance. If your Checked Baggage is delayed, the provisions of Article 15.4 will apply.

8.7 Unchecked Baggage

8.7.1 Baggage that you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage. We have specified maximum dimensions and weight for Baggage that you carry on to our aircraft. Upon request, this information is available from us or our Authorised Agents. If another Carrier is operating your flight, other conditions may apply. Information regarding these conditions is available from the operating Carrier upon request. If requested, we will help you in obtaining these conditions.

8.7.2 Objects not suitable for Carriage in the cargo compartment and that do not meet the requirements in Article 8.7.1 above will be accepted for Carriage in the cabin compartment only if you have given us notice in advance and obtained permission from us. You may have to pay a separate charge for this service.

8.8 Collection and Delivery of Checked Baggage

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. If you do not collect it within a reasonable time, we may charge you a storage fee. If your Checked Baggage is not claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to this person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9 Animals

8.9.1 If we agree to carry your animals, they will be carried subject to the following conditions:

8.9.2 You must ensure that animals such as dogs, cats, household birds and other pets are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for Carriage. Such Carriage may be subject to additional conditions specified by us, which are available upon request.

8.9.3 If accepted as Baggage, the animal, together with its container and food, will not be included in your free Baggage allowance but will constitute excess Baggage, for which you will be obliged to pay the applicable rate.

8.9.4 Guide dogs, together with containers and food, accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance subject to our regulations, which are available upon request.

8.9.5 Where Carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal that we have agreed to carry, unless we have been negligent.

8.9.6 We are not liable in respect of any such animal that does not have all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory, and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

ARTICLE 9: SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS AND CLOSING DOWN OF ROUTES, DENIED BOARDING AND DOWNGRADING

9.1 Schedules

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel.

9.1.2 Before we accept your booking, we or our Authorised Agents will notify you of the scheduled flight time in effect at that time, and it will be shown in your Ticket. We may need to change the scheduled flight time after issuing your Ticket. This however depends on you giving us the correct contact information, so that we can contact you about all time changes etc. If Cimber changes the time with more than 5 hours difference from what your original ticket states, and you can not accept this, you must to contact Cimber so a refund of the ticket can be issued, you will be entitled to a refund in accordance with Article 10.2, and the provisions of Article 15.4 will apply.

9.2 Cancellation of Flights and Closing Down of Routes

9.2.1 Except as otherwise provided by the Convention, if we cancel a flight or close down a route on which you hold a confirmed reservation, we will, at your option, either:

9.2.1.1 carry you at the earliest opportunity on another of our scheduled services on which space is

available without additional charge and, where necessary, extend the validity of your Ticket until our first flight on which space is available; or

9.2.1.2 Within a reasonable period of time, re-route you to the destination shown in your Ticket by our own services or at our discretion by those of another Carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than those you have paid, we will refund the difference; or

9.2.1.3 Make a refund in accordance with the provisions of Article 10.2 and, if required by applicable laws, a return flight to your first point of departure at the earliest opportunity.

9.2.2 If you choose the options outlined in Articles 9.2.1.1 through 9.2.1.2, we will provide you with assistance (e.g. phone calls, refreshments and accommodation) in reasonable relation to the waiting time caused by the cancellation.

9.2.3 If you are not notified of a cancellation or closing down of a route in due time, and if the cancellation or closing down is not caused by Extraordinary Circumstances and/or could have been avoided if all reasonable measures had been taken, you will be entitled to compensation in accordance with applicable laws.

9.2.4 The liability provisions in Article 15.4 also apply to events described in Article 9.2.

9.2.5 If a flight is cancelled or route is closed down, except as otherwise provided by the Convention or applicable laws, the options outlined in Articles 9.2.1.1 through Article 9.2.4 are the sole and exclusive remedies available to you and we will have no further liability to you.

9.3 Long Delays

9.3.1 We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative Carrier and/or aircraft.

9.3.2 Subject to the flight distance and expected delay, if we face a delay, we will provide you with assistance in reasonable relation to the waiting time provided that the provision of such assistance will not further delay the flight.

9.3.3 If as a result of the delay, your departure will be more than 5 hours delayed, and if required by applicable laws, you will be entitled to a refund in accordance with the provisions of Article 10.2 and if relevant, a return flight at the earliest opportunity to your first point of departure.

9.3.4 The liability provisions in Article 15.4 also apply to events described in Article 9.3.

9.4 Other Irregularities

9.4.1 Except as otherwise provided by the Convention, if we fail to stop at your destination or Stopover destination, cause you to miss a connecting flight on which you hold a confirmed reservation or make a substitution of the operating Carrier that has not previously been disclosed and which is not acceptable to you, we will, at your option, either:

9.4.1.1 carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket until our first flight on which space is available; or

9.4.1.2 within a reasonable period of time, re-route you to the destination shown in your Ticket by our own services or, at our discretion, by those of another Carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than those you have paid, we will refund the difference; or

9.4.1.3 make a refund in accordance with the provisions of Article 10.2

9.4.2 The liability provisions in Article 15.4 also apply to events described in Article 9.4.

9.4.3 If any of the events set out in Article 9.4.1 occur, except as otherwise provided by the Convention or applicable laws, the options outlined in Article 9.4.1.1 through Article 9.4.2 are the sole and exclusive remedies available to you and we will have no further liability to you.

9.5 Denied Boarding and Downgrading

9.5.1 In order to accommodate as many Passengers as possible, and based on the experience that a number of travellers will not show up for the flight on which they hold a reservation, we may confirm space above the capacity of the aircraft (also referred to as "overbooking"). We and most other airlines operate compensation schemes for Passengers with confirmed reservations who are unjustifiably denied boarding or downgraded because of the non-availability of seats. We make every effort to provide seats for which confirmed reservations have been made. When selecting Passengers for rebooking or downgrading, we will first appeal for volunteers who are prepared to stand down from their reservation, subject to any security and/or operational constraints at the airport concerned.

9.5.2 If we are unable to provide previously confirmed space, we will compensate those Passengers denied boarding or downgraded in accordance with applicable law and our denied boarding and downgrading compensation policy. Details concerning our compensation policy are available from us.

9.5.3 If you are holding a confirmed reservation on a certain flight and you are denied boarding or downgraded solely because of overbooking, you will qualify for denied boarding or downgrading compensation as the case may be in accordance with applicable government regulations and/or our regulations.

9.5.4 In case of denied boarding, in addition to denied boarding compensation, we will cover reasonable costs for meals and overnight accommodation up to the next possible departure.

ARTICLE 10: REFUNDS

10.1 Passengers Entitled to Refunds

10.1.1 We will refund a Ticket or any unused part of a Ticket in accordance with the applicable fare rules or Tariff, as follows:

10.1.2 Except as otherwise provided in this Article, we are entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, on presentation of satisfactory proof of such payment.

10.1.3 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refunds, we will make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.4 Except in the case of a lost Ticket, refunds will be made only if you first give us the Ticket and all unused Flight Coupons.

10.2 Involuntary Refunds

10.2.1 If you are entitled to a refund in accordance with article 9, the amount of the refund will be:

10.2.1.1 If no part of the Ticket has been used, an amount equal to the fare paid;

10.2.1.2 if a part of the Ticket has been used, the refund will be calculated in accordance with applicable laws and will not be less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

10.3 Voluntary Refunds

10.3.1.1 if no part of the Ticket has been used, an amount equal to the fare paid, less any

reasonable service charges or cancellation fees;

10.3.1.2 if a part 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 reasonable service charges or cancellation fees.

10.4 Refund on a Lost Ticket

10.4.1 If you lose your Ticket or a part of it, on payment of a reasonable administration fee, a refund will be made as soon as practicable after the Ticket validity period expires on condition:

10.4.1.1 that the lost Ticket, or part of it, has not been used, previously refunded or replaced, except where the use, refund or replacement by or to a third party resulted from our own negligence, and that the person to whom the refund is made undertakes, as prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or part of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

10.4.2 If we, or our Authorised Agents lose the Ticket or part of it, the loss will be our responsibility.

10.5 Right to Refuse a Refund

10.5.1 We may refuse a refund where application is made after the Ticket validity has expired.

10.5.2 We may refuse a refund on a Ticket that has been presented to us or to Government officials as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

10.6 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 provision above, refunds will normally be made in the same manner and the same currency in which the Ticket was paid for, but may be made in another currency at our reasonable discretion.

10.7 Who Gives Ticket Refunds?

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorised Agents.

ARTICLE 11: CONDUCT ABOARD AIRCRAFT

11.1 General

If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner that causes discomfort, inconvenience, damage or injury to other Passengers or the crew, we may take any measures we think are reasonable to prevent you continuing such conduct, including restraint. You may be disembarked and refused onward Carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.2 Electronic Devices

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, mobile telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys, walkie-talkies and other electronic personal devices. Operation of hearing aids and heart pacemakers is permitted.

ARTICLE 12: ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 General

If we make arrangements for you with any third party to provide any services other than Carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than Carriage by air) provided by a third party, such as hotel reservations or car rental, in doing so we act only as your agent. Under such circumstances, the terms and conditions of the third-party service provider will apply. We will have no liability to you for such arrangements or for any act or omission in the provision of such additional services or failure to provide such additional services, except for liability for negligence on our part in making such arrangements and such liability for us will be subject to and limited by the provisions of Article 15.

12.2 Surface Transportation

If we are also providing surface transportation to you, other conditions may apply to the surface transportation.

ARTICLE 13: ADMINISTRATIVE FORMALITIES

13. General

13.1.1 You are 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 which you transit.

13.1.2 We are not liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.2 Travel Documents

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 of them. 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, or if you do not permit us to take copies of them.

13.3 Refusal of Entry

If you are denied entry into any country, you will be responsible for paying any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. We will not refund the fare collected for Carriage to the point of refusal or denied entry.

13.4 Passengers Responsible for Fines, Detention Costs, etc.

If we are required to pay any fine or penalty or to incur any expenditure because you fail to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you must reimburse us on demand, any amount so paid or expenditure so incurred unless the expenditure is incurred through our negligence. We may apply towards such payment or expenditure the value of any unused Carriage in your Ticket, or any of your funds in our possession.

13.5 Customs Inspection

When required, you must attend inspection of your Baggage by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 Security Inspection

You must submit to any security checks by Governments, airport officials, Carriers or by us.

ARTICLE 14: SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or under a Conjunction Ticket, is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.

ARTICLE 15: LIABILITY

15.1 General

The liability of each Carrier involved in your journey will be determined by the carrier's own Conditions of Carriage. If we issue a Ticket or if we check Baggage for Carriage on another Carrier, we do so only as an agent for the other Carrier, and we carry no liability for this Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, Carriage hereunder is subject to the provisions relating to the liability established by the Convention, even where such Carriage is not international Carriage to which the mandatory rules of the Convention apply.

15.1.2(a) Any liability we have for Damage will be reduced by any negligence on your part that causes or contributes to the Damage in accordance with applicable law.

15.1.2(b) We are liable only for Damage occurring during Carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment and/or the flight or flight segment is operated by us. If another Carrier is operating the flight, you have the right to address a complaint or to make a claim for damages against either us or the other Carrier. With respect to Checked Baggage, you may make a claim against the first or last Carrier.

15.1.2(c) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with them.

15.1.2(d) We are liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

15.1.2(e) We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition.

15.1.2(f) Our liability is subject to your provision of relevant documentation, including where applicable documented proof of purchase, including date and price of purchase. In case of liability for Baggage, depreciation will be deducted.

15.1.2(g) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, servants, employees and representatives must not exceed the amount of our own liability, if any.

15.1.2(h) Nothing in these Conditions of Carriage gives up any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

15.2 Baggage

15.2.1 We are not liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

15.2.2 Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Baggage will be limited to 1000 SDRs per passenger.

15.2.3 If the value of your Checked Baggage is greater than our maximum liability you should inform us at check in or ensure that the Checked Baggage is fully insured before travelling.

15.2.4 Unless we have been negligent, we are not liable for any Damage caused by your Baggage, and you will be responsible for any Damage caused by your Baggage to other people or property, including our property.

15.2.5 We are not liable in any way whatever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as but not limited to: money, keys, prescribed medicines, glasses/sunglasses, bottles, cameras, jewellery, precious metals, computers, personal electronic devices, mobile telephones, musical instruments, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.2.6 We are not liable in any way whatever for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear during the course of Carriage.

15.3 Personal Injury, etc.

15.3.1 Except as mentioned in Article 15.3.2, our liability in case of death or injury of Passengers will not be subject to any financial limit, be it defined by law, the Convention or otherwise.

15.3.2 In case of death or injury of Passengers, we will not be liable for Damages in excess of 100,000 SDRs per Passenger where we can prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servants or agents; or such Damage was due solely to the negligence or other wrongful act or omission of a third party.

15.3.3 Articles 15.3.1 and 15.3.2 above do not apply in respect of claims made by public social insurance or similar bodies however asserted. We will compensate you or your dependants for recoverable compensatory Damages in excess of payments received from any public social insurance or similar body.

15.3.4 Nothing herein will be deemed to affect our rights with regards to any claim brought by, on behalf of, or in respect of any person who has wilfully caused Damage that resulted in your death, wounding or other bodily injury.

15.3.5 Except as otherwise provided in Articles 15.3.1 and 15.3.2 above, we reserve all defences available under the Convention or any other applicable law with respect to claims regarding death and injury to passengers. With respect to third parties, we also reserve all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

15.3.6 We will without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

Without prejudice to the above, an advance payment will not be less than the equivalent in EURO of 16,000 SDRs per passenger in the event of death.

An advance payment will not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except:

(i) in cases where we prove that the Damage was caused by, or contributed to by the negligence of the injured or deceased Passenger, or (ii) in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to the Damage by negligence or was not the person entitled to compensation.

15.3.7 We have at any time sufficient liability insurance (Passenger/third party) to meet any lawful requirement.

15.4 Delay

15.4.1 If we have caused a delay for you and/or your Checked Baggage in the Carriage by air, we will be liable only for Damage occasioned by the delay, if we and our servants and agents (such as for instance contracted caterers and ground handling agents) have not taken all measures that could reasonably be required to avoid the Damage. If it was impossible for us or our servants and

agents to take such measures, we will not be liable for Damage caused by delay. If we are liable for Damage caused by delay, our liability for such Damage is limited as follows:

15.4.1.1 For Damage caused by delay in the Carriage of Passengers, our liability is limited to 4150 SDRs for each Passenger.

15.4.1.2 For Damage caused by delay in the Carriage of Baggage our liability is limited to 1000 SDRs for each Passenger.

ARTICLE 16: ALTERATIONS

Our Conditions may only be modified in writing by us.

ARTICLE 17: TIME LIMITATION ON CLAIMS AND ACTIONS

17.1 Notice of Claims

Acceptance of Baggage by the bearer of the Baggage Check without complaint is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest within seven (7) days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

17.2 Limitation of Actions

Any right to Damages will be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the Carriage stopped. The method of calculating the period of limitation will be determined by the law of the court where the case is heard.

ARTICLE 18: OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us related to operational safety, punctuality and Passenger convenience. These regulations and conditions, as varied from time to time, are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, Passengers with disabilities, sick Passengers, restrictions on use of electronic devices and items, transportation of certain dangerous articles and prohibition against smoking and prohibition against consumption of alcoholic beverages onboard that have not been served/sold by our cabin crew. Regulations and conditions concerning these matters are available from us upon request.

ARTICLE 19: INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.