

# General Conditions of Carriage for Passengers and Baggage

Supplementary to other applicable legal provisions, the following contractual conditions comprise the content of the air transportation contract concluded between the contract partners.

## 1. Registration and Payment

- 1.1 Registration can ensue in writing, orally or via telephone. Such becomes legally binding upon conclusion of the air transportation contract.
- 1.2 The payment conditions agreed in the air transportation contract apply.
- 1.3 The air carrier can refuse transportation if payment has not been made at least 30 minutes prior to the agreed departure time or if the contractor unjustifiably refuses full or partial payment of the demand of the air carrier. The air carrier is not liable for damages occurring as a result.

## 2. Performances

- 2.1 The air carrier assumes the transportation from the departure airport to the destination airport of passengers, their baggage and other goods of all types up to the agreed quantities, dimensions and/or volumes, as far as the transportation of such is not excluded by authoritative legislation or pertinent provisions.
- 2.2 The air carrier assumes services and care on board in accordance with the agreements made in the air transportation contract.
- 2.3 As far as it is not otherwise agreed in the air transportation contract, flight prices and fees apply only for the transportation from airport-to-airport.
- 2.4 The air carrier has the right to employ another air carrier as a servant or agent or an aircraft other than the one specified in the air transportation contract.

## 3. Transportation Times

- 3.1 The transportation times specified for the air transportation in the air transportation contract are **subject to airport slots where applicable**. Once airport slots are confirmed the timings are binding. For delays and other disruptions of the flight operation which result in any damages, the air carrier and/or servants or agents are liable only for their own gross negligence or willful conduct.
- 3.2 The contractor assumes all responsibility for ensuring that the passengers, their baggage and other freight goods to be transported are available at the departure airport no later than 90 minutes prior to the agreed departure time. A shorter clearance time must be specially agreed in writing. The air carrier is not liable for damages resulting from the late arrival of passengers or from delayed availability provision of baggage and other freight goods.

## 4. Conditions of Transport

- 4.1 The contractor has to inform the passengers regarding the particular provisions affecting passengers as these are listed in the following regulations and additionally regarding those provisions contained in the flight tickets transferred to the contractor or the passenger(s), and is to make particular reference to the transportation limitations and exclusions. The contractor releases the air carrier which are caused by the failure of the contractor to inform the passenger(s) regarding the above-named provisions.
- 4.2 The contractor assumes all responsibility for ensuring via instruction of the passenger(s) that the passenger(s) comply with all regulations of the countries from which the flight originates, passes over or in which it lands and that the passenger(s) can present all entry and departure documents, health certificates and other official documentation that are required by the affected countries. The air carrier is not liable for damages resulting from the failure to observe or non-compliance with regulations or instructions.
- 4.3 Passengers are not permitted to transportation the following as baggage:
  - a) Objects and materials which qualify as dangerous goods within the context of § 27 of the German Air Transport Act (LuftVG) and which are capable of endangering the aircraft or persons or objects on board the aircraft. This includes in particular explosive materials, compressed gases, oxidizing, radioactive or magnetizing materials, easily combustible

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- materials, poisonous or aggressive materials and, further, fluid materials of all types (with the exception of such liquids as the passengers carry in their hand baggage for consumption and use during the travel)
- b) Objects for which transportation is prohibited according to the regulations of the countries from which, over which or into which the flight takes place.
  - c) Objects which are unsuitable for transportation in the opinion of the air carrier or its servant(s) or agent(s) on the grounds of their weight, their size or type.
  - d) All other items according to Annex of EU Regulation No. 2320/2002 of the European Parliament dated 16<sup>th</sup> December 2002.
- 4.4 Upon demand, the passenger(s) is/are to attend and assist in the inspection of their checked or unchecked baggage by customs or other officials.
- 4.5 The air carrier or its servant(s) or agent(s) may refuse the transportation or further transportation of a passenger if:
- a) this measure is necessary on the grounds of safety or order.
  - b) the measure is necessary in order to prevent infringement against the regulations of the countries from which, over which or into which the flight takes place.
  - c) the conduct, the condition or the mental or physical state is such that the passenger requires special support by the air carrier which the air carrier cannot guarantee or can only guarantee with disproportionately high expenditure, or the passenger has caused significant or repeated difficulties or whose presence cannot be expected to be tolerated by other passengers.
  - d) the passenger presents a significant danger to him/herself or other persons or objects of significant value.
- 4.6 If the passenger carries on his/ her person or in his/her baggage weapons of any type, in particular firearms, striking weapons or electrical shock weapons as well as spray gas that are used for attack or defense purposes, munitions or explosion-hazardous materials or objects whose external form or designation awaken the impression of weapons, munitions or explosion-hazardous materials, the he/she is to notify the air carrier or its servant(s) or agent(s) of such prior the commencement of the transportation of such objects when they are transported in accordance with the provisions regarding the transportation of hazardous goods as freight or checked baggage. The former does not apply for police officials who are obligated to carry weapons in the fulfillment of their duties. These are to hand over the weapon to the responsible aircraft commander prior to the flight.
- 4.7 The passenger is to follow the instructions of the crew regarding the use of electronic devices on board, respectively, to obtain the permission of the crew prior to the use of electronic devices. The use of electronic devices also includes their operational readiness in a switched-on-state.
- 4.8 The transportation of children up until the completion of the 12<sup>th</sup> year of life without a chaperon requires prior agreement with the air carrier.
- 4.9 Live animals, dogs, cats, pet birds and other household pets can be accepted following prior registration.
- 4.10 The air carrier assumes no liability should he/she decide in good faith after due consideration that the transportation is not permissible in accordance with his/her interpretation of authoritative legislation and regulations and as a result subsequently refuses the transportation and such does not occur with gross negligence.
- 5. Taxes, Customs, Penalties and Fines**
- 5.1 All taxes, compensations or other duties charged by government, communal or other authorities or by airport companies in relation to the passenger(s) or to their utilization of services are to be paid in addition to the freight remuneration as far as these are not included in the agreed freight remuneration according to the air transportation contract.

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- 5.2 The air carrier is entitled, nevertheless not obligated, to pay fees in advance and to make expenditures. The passenger(s) and the contractor are individually and mutually liable to the air carrier for the restitution of such.
- 5.3 Should the air carrier be required to pay or deposit penalties or fines or other expenditures because a passenger does not comply with the regulations regarding entry or passage through the affected country or because the authority of the certificates required by such regulations is not properly on hand, the passenger(s) and the contractor are individually and mutually liable for the restitution of such.
- 6. Withdrawal from the Air Transportation Contract**
- 6.1 The contractor can withdraw from the air transportation contract prior to commencement of the transportation. Transportation has commenced when the aircraft for the purpose of fulfillment of the contract, is operated- i.e., is moved under its own power. Aircraft movements that are conducted for positioning of the aircraft at the departure airport also apply as commencement of the transportation in terms of contract fulfillment purposes.
- 6.2 In the event of a withdrawal from the air transportation contract by the contractor prior to commencement of the transportation, the carrier applies on overall claim to cancellation fees which are calculated as follows:
- 10% upon signature of the contract; 10% of the total charter price**
  - 30% From 55-31 days prior to departure; 30% of the total charter price**
  - 50% From 30-7 days prior to departure; 50% of the total charter price**
  - 80% From 6 days until departure date; 80% of the total charter price**
  - 100% Cancellation after departure time; 100% of the total charter price**
- 6.3 If the contractor withdraws from the air transportation contract following commencement of the transportation, then the contractor is obligated to pay the full price of the flight.
- 6.4 Receipt of a written withdrawal declaration at the business premises of the air carrier is decisive for withdrawal from the air transportation contract.
- 6.5 The air carrier can withdraw from the air transportation contract up to fourteen days prior to commencement of the transportation with no liability to the contractor.
- 7. Liability and Time Limitation**
- 7.1 The air carrier is liable for the proper execution of the transportation according to the Warsaw Convention as well as the EU Regulation No. 2027/97 and No. 261/2004.
- 7.2 In the case of journey with a final destination or a stopover in a country other than the departure country, the transportation of a passenger and his/her baggage can be subject to the Warsaw Convention, which as a rule limits the liability of the air carrier for death, injury or other health damages to EUR 27,354.12 and for loss, damage or delay of the baggage to EUR 27.35 per kg. Liability for hand baggage is limited to EUR 547.08 and strike measures which are not included in the sphere of responsibility of the air carrier.
- 7.3 The air carrier is not liable for Force Majeure (in particular for official authority operations, sabotage and strike measures which are not included in the sphere of responsibility of the air carrier).
- 7.4 The air carrier is not liable for damages which are not caused by the air carrier or its servant(s) or agent(s).
- 7.5 With baggage damages, all actions are excluded if the person entitled does not notify the air carrier without delay following discovery of the damage, nevertheless with international travel no later than 7 days after receipt of the baggage; the same applies for delayed delivery of baggage with the provision that the notice is to be filed without delay, nevertheless no later than 21 days after receipt of the baggage. With purely intra-Germany travel the time limit totals 3 months. The notification must be in written form and must be sent within the above-named time limits.

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- 7.6 An action for damage compensation of any type with international transportation can only be brought within the framework of the Warsaw Convention within 2 years, calculated from the day of the arrival of the aircraft at the destination location or from the day on which the aircraft was to have arrived or from the day on which the transportation was interrupted. The calculation of the time limit is determined in accordance with the law of the court to which the appeal is made. The time limitation term for transportation within the Federal Republic of Germany totals 3 years.
- 7.7 Claims against the air carrier in case of delay, non-carriage or cancelation will be treated according to EU Regulation No. 261/2004 and have to be made in written form. All necessary forms are available with Avanti Air or via the homepage of the LBA.
- 8. Other**
- 8.1 No oral subsequent agreements exist and such come into effect only upon written confirmation.
- 8.2 Should a provision contained in the flight ticket or in these transportation conditions be impracticable on the grounds that such contradicts valid legislation, the validity of the remainder of the flight ticket or the transportation conditions remains unaffected.
- 8.3 Provisions of the transportation contract or these transportation conditions cannot effectively be altered, limited or excluded by agents, employees or representatives of the air carrier.
- 8.4 Legal domicile for both parties is – as far as these are certified commercial representatives – Frankfurt/Main.