

The General Transport Conditions of ArkeFly apply to all of the Transport of passengers and baggage that is carried out by TUI Airlines Nederland BV.

ARTICLE 1: DEFINITIONS

- 1.1 **Liability regulation** refers to **Regulation** (EC) no. 889/2002 of the European Parliament and the Council dd. 13 May 2002 providing for an amendment of Regulation (EC) no. 2027/97 of the Council regarding the liability of air carriers in the event of accidents.
- 1.2 **General Transport Conditions** refers to these General Transport Conditions of ArkeFly.
- 1.3 **ArkeFly** refers to TUI Airlines Nederland BV, and any other (air) carrier that it calls upon for the purpose of realising the (air) transport as agreed upon.
- 1.4 **Baggage** comprises Registered Baggage as well as Non-Registered Baggage, as well as animals, unless specified otherwise.
- 1.5 **Baggage-identification label** refers to the document issued by the Actual Carrier that is fastened to a certain piece of Registered Baggage for the purpose of identifying the baggage.
- 1.6 **Authorised Agent** is a representative who has been appointed by the Carrier to represent the Carrier in the sales of air travel services to Passengers and, if authorised to do so, in the sales of services offered by other air carriers.
- 1.7 **Exceptional Baggage** is Registered Baggage that does not have the weight, the form and/or the size of regular suitcases and bags. Exceptional Baggage includes, yet is not limited to, bicycles, surf-, kite, wake-, wave- and snowboards, masts, golf clubs, prams, fishing equipment, diving equipment, ski's, delta-fliers, musical instruments, medical baggage, scooters, wheelchairs, scoot mobiles, as well as the packaging and coverings in which these objects are contained.
- 1.8 **Deliberate Recklessness** refers to the situation in which a (legal) person is aware of the risks of his or her behaviour and who is aware that the chance that a dangerous situation will be brought about is significantly greater than the chance that it will not occur, but who is nevertheless not dissuaded by this from the behaviour in question.
- 1.9 **Booking** is the fact that the Passenger has a Ticket or some other proof that the booking has been approved and registered by ArkeFly or the Tour Operator.
- 1.10 **Charter Ticket** is a document that has been issued by or on behalf of a Tour Operator or a party with which ArkeFly has entered into a charter agreement and that, insofar as the General Transport Conditions have been met, entitles one to Charter transport and that in any case includes the following information: a ticket number, the name of the Passenger, the date of the flight, the departure time of the flight, the flight number, the location of departure and the Destination.
- 1.11 **Charter transport** is the transport by an Actual Carrier that, on the grounds of an assignment by the Contractual Carrier, carries out the Transport entirely or partially and for which transport a Charter Ticket has been issued by or on behalf of the Contractual Carrier. One example of Charter transport is the situation in which the Tour Operator (the Contractual Carrier) concludes a travel agreement with the Passenger that includes both air travel as well as accommodations and/or some other significant tourist service (such in accordance with Guideline 90/314/EEC of the Council dd. 13 June 1990 regarding travel packages, including holiday packages and tour packages), but that has a third party (the Actual Carrier) see to the air travel.
- 1.12 **Check-in Deadline (CID)** refers to the time limit as it applies to every ArkeFly flight within in which the Passengers are to handle their check-in formalities and are to collect their boarding cards or boarding passes, this as stipulated in article 6.1.
- 1.13 **Baggage Claim Ticket** is the part of the Ticket that concerns the Transport of the Registered Baggage of the Passenger, which is issued to the Passenger by the Actual Carrier upon checking the Registered Baggage in and with which the Passenger can demonstrate his/her authorisation to receive the baggage after the flight.
- 1.14 **Contractual Carrier** refers to the party with which the Passenger

- Transport per air has been agreed upon, including the Tour Operator with which the Passenger has concluded a Travel package agreement of which the air travel forms a part.
- 1.15 **Days** refers to calendar days, although the day upon which a notification is sent does not count and the day upon which the ticket is issued and/or day upon which the flight begins, does not count in determining the validity of the Ticket.
- 1.16 **DBC-Regulation** refers to Regulation (EC) 261/2004 of the European Parliament and the Council dd. 11 February 2004 on laying down common rules in the matter of compensation and assistance for air travellers if boarding is refused, a flight is cancelled or delayed for a prolonged period, and on the repeal of Regulation (EEC) no. 295/91.
- 1.17 **Schedule** refers to the list stating the departure times and arrival times of the flight as indicated in the schedule that is made available by or on the authority of ArkeFly, or as made public through electronic means.
- 1.18 **Electronic Ticket** refers to an electronic document that, insofar as the provisions of the General Transport Conditions have been met, gives the right to Transport and that has been issued by or on behalf of the Carrier, which generally bears the lettering "Electronic Ticket" and/or "Passenger Itinerary Receipt" and that in any case includes the following information: a ticket number, a reservation number, the name of the Passenger, the date of the flight, the time of the flight, the flight number, the location of departure and the destination.
- 1.19 **Actual Carrier** refers to the air carrier that actually provides the Transport of the Passenger per air, irrespective of whether or not the Passenger has a contractual relationship with the actual carrier.
- 1.20 **Registered Baggage** is the baggage that the Actual Carrier takes into its custody and for which it issues a Baggage claim ticket.
- 1.21 **Non-registered Baggage** is all of the Passenger's Baggage, with the exception of the Registered Baggage.
- 1.22 **Intent** is any act or omission of an act, the purpose of which is to cause Damage and with the knowledge that the damage concerned will be brought about as a result.
- 1.23 **Landing sites as agreed upon** are the towns/cities, with the exception of the location of departure and the destination, that are indicated on the Ticket or in the Schedule of ArkeFly as the designated landing sites along the route of the Passenger.
- 1.24 **Circumstances beyond one's control** refers to exceptional circumstances that, despite the fact that all reasonable measures have been taken, could not be prevented. Such circumstances include situations of political instability (war, riots, the shutdown of airports, embargo's, garnishments, hostilities, international instability, government Conditions), weather conditions that do not allow for the realisation of the flight concerned (floods, earthquakes, heavy fog, severe storm, snow or glaze ice on the runways), safety risks (terrorist attacks, bomb threats, hijackings, requisitioning of the plane or of seats on the flight by an administrative order, fire or explosions, sabotage), unforeseen problems in the sphere of flight safety (such as mechanical defects, faulty or non-functioning airport facilities due to, for example, malfunctions in navigation systems, de-icers, shortcomings in the airport information systems), unforeseen detours/flights further to illness or birth on board and/or unmanageable Passenger(s), epidemics, strikes that negatively influence the operational management of ArkeFly, a decision on the part of air traffic control with respect to a certain plane on a certain day, resulting in a prolonged delay or the cancellation of one or more flights with the plane concerned.
- 1.25 **OR** and **TFL** are the IATA and ICAO letter codes of ArkeFly, which are generally followed by a flight number.
- 1.26 **Travel package** concerns a trip, organised in advance, that entails an overnight stay or a period of more than 24 hours, as well as at least two of the following services: 1) transport, 2) accommodation, 3) some other tourist service, not relating to the transport or to the accommodations, that makes up a significant part of the trip, such as referred to in Guideline 90/314/EEC of the Council dd. 13 June 1990 regarding travel packages, including holiday packages and tour packages.
- 1.27 **Travel package agreement** is an agreement in which the Tour Operator binds itself towards the other party (the traveller) to provide a travel package that it has offered.
- 1.28 **Passenger** is each person, with the exception of the flight crew, who is transported or is to be transported in an aircraft of ArkeFly.
- 1.29 **Passenger with Limited Mobility** concerns any person whose

mobility with respect to the use of the Transport is limited as a result of a physical handicap (sensory or locomotive, permanent or temporary), a mental disorder, age or any other cause of a handicap, and whose situation requires that he/she receives appropriate attention and that the services provided to all Passengers be adapted accordingly.

- 1.30 **Passenger coupon** is the part of the Charter Ticket that bears the designation "passenger coupon" or "passenger receipt" and that is to ultimately be kept by the Passenger.
- 1.31 **Destination** is the airport of the ultimate landing site of the Passenger as indicated on the Ticket.
- 1.32 **Location of departure** is the airport at which the Transport begins, as indicated on the Ticket.
- 1.33 **Stop over** refers to the intentional breaking off of the trip by the Passenger at a location between the Location of departure and the Destination.
- 1.34 **Tour Operator** is he who, in the exercise of his company, offers the public or a group of persons Travel packages in his own name and who, within that scope, has entered into a transport agreement with ArkeFly.
- 1.35 **Damage** includes death, injury, loss, theft, detriment, damages further to a delay or cancellation, partial loss or damages of any other nature that result from or come about in connection with Transport conducted by or on behalf of ArkeFly, or other services relating to the transport.
- 1.36 **SDR** (Special Drawing Right) is a monetary unit as laid down by the International Monetary Fund.
- 1.37 **Ticket** is a Charter Ticket or an Electronic Ticket.
- 1.38 **Pact** refers to one of the following documents, depending upon which of these applies to the agreement:
- The Warsaw Pact: the pact to come to unity with respect to certain provisions in the matter of international air transport, concluded in Warsaw on 12 October 1929;
 - The Hague Protocol: the Protocol regarding the modification of the Pact signed on 12 October 1929 in Warsaw for the purpose of coming to unity with respect to certain provisions in the matter of international air transport, concluded in The Hague on 28 September 1955;
 - The Montreal Protocols: the Warsaw Pact as modified by the protocols no. 1, no. 2 and/or no. 4, concluded in Montreal on 25 September 1975;
 - The Guadalajara Pact: the pact in supplementation of the Warsaw Pact, for the purpose of coming to unity with respect to certain provisions in the matter of international air transport that is conducted by a carrier other than the contractual carrier, concluded in Guadalajara on 18 September 1961;
 - The Montreal Pact: the pact for the purpose of coming to unity with respect to certain provisions in the matter of international air transport, concluded in Montreal on 28 May 1999.
- 1.39 **Transport** is the transport of Passengers and/or Baggage by ArkeFly, either at a charge or not, including any related transport services.
- 1.40 **Carrier** refers to both the Contractual Carrier as well as the Actual Carrier, unless specified otherwise.
- 1.41 **Flight coupon** is the part of the Charter Ticket that states "Flight Coupon" and that contains the words "good for passage" and that indicates the Location of departure and the Destination.

ARTICLE 2: SCOPE OF APPLICABILITY

General

- 2.1 The General Transport Conditions apply:
- a) to flights or parts of flights with respect to which the section on the Ticket with the title "Carrier", "Airline Company" or "Transporter" indicates "OR", "TFL" or "ArkeFly", or;
 - b) to all of the flights or parts of flights stated on the Ticket with a flight number that includes the code "OR".
- 2.2 The General Transport Conditions apply between the Passenger and the Contractual Carrier. The General Transport Conditions furthermore apply between the Passenger and the Actual Carrier, if the Contractual Carrier and the Actual Carrier are not the same (legal) person. In such cases, the General Transport Conditions are jointly stipulated by the Contractual Carrier for the benefit of the Actual Carrier.
- 2.3 These General Transport Conditions also apply to Transport free of

charge and to Transport at a reduced rate, unless determined otherwise in the transport agreement or any other contractual document between the Contractual Carrier and the Passenger.

- 2.4 If the General Transport Conditions apply in accordance with that stated in the previous sections, then the version that applies is the version that applied at the time that the Passenger entered into the air transport agreement or the Travel package agreement.
- 2.5 The Transport to which these General Transport Conditions apply is subject to Dutch law.

Mandatory law

- 2.6 If and insofar as it should become evident in court that a provision, or a part of a provision, of the General Transport Conditions is in violation of any statutory provision of a mandatory nature, including a provision as contained in the Convention or in other conventions, applicable laws, government Conditions, commissions or requirements, from which the parties may not derogate in a mutual agreement, then only the provision, or the part of the provision, concerned will be considered not to have been agreed upon, on the understanding that the other provisions of the General Transport Conditions will remain fully in force.

ARTICLE 3: TICKETS

Terms and conditions for valid Tickets

- 3.1 A Ticket will not be issued until the rate that applies has been paid in full or after a payment scheme as stipulated by ArkeFly has been observed.

Ticket irregularities; lost or stolen Tickets

- 3.2 In the event of the loss or theft of a Ticket, or if a Ticket has been completely or partially damaged, or if a Ticket that is presented does not include the Passenger coupon and/or the Flight coupon of the flight in question and does include all of the unused Flight coupons for subsequent flights, then the Passenger concerned will be obligated to purchase a new Ticket. The Carrier may however, at its own discretion and after assessing the proof that is available at that time that a valid Ticket was issued and/or paid up for the flights concerned, decide to replace the Ticket concerned, either entirely or partially, by a new Ticket at a reasonable charge for administrative costs. A situation of this kind may occur if the Ticket or part of the Ticket has been stolen and the Passenger can present proof of the theft, provided that the lost or stolen Ticket, or a part thereof, has not already been used, re-paid or replaced.

Cancellation of Ticket

- 3.3 Passengers have the option to cancel a Booking or a Ticket. The air transport agreement will be dissolved as a result. If and insofar as not explicitly stated otherwise at the time that the Booking came about or at the time that the Ticket was booked, the costs of the cancellation of a booking or a Ticket will amount to 100% of the price (owed) for the Booking or the Ticket. No refund will be paid out, with the exception of all of the passenger-related levies and taxes as imposed by airports and governments. These can be refunded at the request of the Passenger subject to the condition that the Passenger submits a written request to that end to the Contractual Carrier within three months after the date of cancellation. Bookings and Tickets that have come about and/or were booked via www.arkefly.nl or via the TUI call centre can only be cancelled per telephone during office hours. Bookings and Tickets that came about and/or were booked through other channels are to be cancelled via the same channels. It is recommended that the Passenger see to adequate insurance for the financial consequences of a cancellation as described in this section.

Changes to Ticket

- 3.4 The provisions in this section of this article apply if and insofar as not explicitly determined otherwise at the time that the Booking came about and/or the Ticket was booked. Replacing the name of a Passenger by the name of some other Passenger is not considered a change to the Ticket, but rather is considered a cancellation of the Ticket concerned. A change on the part of the Passenger regarding the departure date of the outward flight or the Destination is only permissible under the condition that the Passenger meets the costs as specified in the previous section of this article. The Passenger is allowed to alter the date of the return flight, provided that such is requested by the Passenger and approved by the Carrier *before* the outward flight and provided that enough seats are available on the alternative return flight. The costs involved for flights to international destinations are: € 150,- per Booking or Ticket of which

the date is changed; a € 75,- charge applies per Booking or Ticket of which the date is changed for flights to other destinations. The change will apply to all of the Passengers that have booked a flight via the same booking number. An amount of € 27,- will be charged per Passenger with respect to changing the name of the Passenger (this without prejudice to that stated in article 3.5) and with respect to submitting special requests. Changes to Bookings or Tickets that have been realised or booked via www.arkefly.nl or the TUI call centre can only be arranged for per telephone during office hours. Changes to Bookings and Tickets that have come about and/or were booked via other channels are to be arranged for via same channels.

Booking and/or Ticket non-transferable

3.5 A Booking and/or Ticket is non-transferable. If a Ticket is presented by someone other than the person entitled for the purpose of acquiring Transport, then the Carrier will not be liable towards the person entitled if the Transport is provided in good faith to the person who presented the Ticket.

Extending the validity

3.6 In the event that a Passenger is prevented from travelling within the term of validity of the Ticket because ArkeFly:

a) fails to fly to a landing site as specified in the Flight Schedule, being the Location of Departure, the Destination or a Stop-over of the Passenger, or;

b) accountably causes the Passenger to miss a connecting flight, then the validity of the Ticket of the Passenger will be extended until the next flight of ArkeFly that has an available seat in the class that was paid for.

3.7 In the event that a Passenger dies during the Transport, then the Tickets of those travelling with the Passenger concerned can be changed in the form of a reduction of the minimum length of stay and an extension of the validity. In the event that the spouse or a close relative of the Passenger dies after the commencement of the Transport, then the Tickets of the Passenger and those of the close relatives travelling with the Passenger can be changed in the same fashion. A change of this kind will be implemented after having received a death certificate in the proper form. The extension of the validity will not exceed 45 days, counting from the date of death.

Order of the Flight coupons

3.8 The Passenger is to save all Passenger coupons for the duration of the trip and is to present these to ArkeFly upon request. ArkeFly will only accept the Flight coupons if all of the Passenger coupons and all unused Flight coupons for subsequent flights that have not already been presented to ArkeFly are all still in the Ticket. Flight coupons regarding Transport that the Passenger has already enjoyed or that concern a flight for which the Passenger has just checked in are to also be presented to ArkeFly upon request.

3.9 If the first Flight coupon for international Transport has not been used and the Passenger commences his/her trip at a stop-over location or a landing site as agreed upon, then the Ticket will no longer be valid and ArkeFly will refuse Transport based on that Ticket.

Service class

3.10 Each Flight Coupon will be accepted for Transport in air travel class as specified on the Flight Coupon, on the date and for the flight on which a seat has been reserved.

ARTICLE 4: FARES AND SURCHARGES

General

4.1 The fares only concern the Transport from the Departure location to the Destination. Unless explicitly stated otherwise in writing, the fares do not include the costs of the transport on the ground between airports and between airports and check-in desks/terminals. The Carrier can, at its own discretion, see to transport of this kind free of charge.

Applicable fares

4.2 The fares that apply are the fares that have been published by or on behalf of ArkeFly or, if these were not published, have been calculated for the flight or the flights as indicated on the Ticket from the Location of Departure to the Destination and are valid for the air travel class as indicated on the Ticket on the date upon which the Ticket was paid. The applicable fares and surcharges must be paid up upon checking in.

Taxes and surcharges

4.3 All taxes and surcharges that are levied by the government, by national or other authorities, or by the airport management with respect to a Passenger or with respect to the use of services or

facilities on the part of the Passenger, will, insofar as these are not already included in the fare, be separately charged to the Passenger and are to be paid the Passenger, even if the Passenger has already paid the fare for the Ticket.

Currency

4.4 Insofar as permissible according to applicable law, the fares and surcharges can be paid in any currency that is acceptable to the Carrier. If the payment is made in a currency other than the currency of the country in which the valid fare was made public, then the purchase rate of the bank will apply as the exchange rate for a payment of that kind. The Carrier will observe the purchase rate of the day upon which the Ticket is to be or was issued.

ARTICLE 5: SEAT RESERVATIONS AND FLIGHT CONFIRMATION

Seats

5.1 The Carrier will exert itself to the best of its ability to honour any request made in advance regarding the reservation of a seat. Seat reservations are not binding. The Carrier reserves the right to deviate from specific reservations if such is necessary or desired for operational, safety or security reasons, even if such occurs after the Passengers have boarded the aircraft.

Flight confirmation

5.2 The continuation of the outward or return flight may be subject to the condition that the Passenger re-confirms the flight concerned within a certain time limit. Failure to observe this condition gives the Carrier the authority to deny the Passenger the right to transport on the outward or return flight, such without being liable for damages.

ARTICLE 6: CHECK-IN/BOARDING

6.1 Check-in Deadlines (CID) vary per airport. Unless otherwise specified in the travel documents of the Passenger, he/she is to report to the check-in desk not later than an hour and a half prior to the departure time for flights within Europe (including the Canaries, Madeira and the countries/islands in and around the Mediterranean). This time limit is two and a half hours for all other flights (including the Azores and the Cape Verde Islands). Passengers are to always keep informed of the exact deadlines. Passengers are obligated to respect the Check-in Deadlines in order to render their trip possible and to prevent the cancellation of their Reservations or Ticket. If the Passenger's trip is made up of subsequent flights, then the Passenger is to see to acquiring correct information regarding the other Check-in Deadlines by making inquiries at ArkeFly or its Authorised Agent.

6.2 Passengers are to timely report to the check-in desk of ArkeFly prior to their flight for the purpose of handling all of the formalities, which are in any event to be handled by the Passenger within the specified Check-in Deadline. Should a Passenger fail to respect the Check-in Deadline, then the Passenger will no longer be entitled to make his/her trip. The Carrier will then have the right to refuse to transport the Passenger and can avail itself of the seat concerned at its own discretion, such without any form of liability towards the Passenger.

6.3 The Passenger is to arrive at the gate as specified by the check-in staff not later than the time as specified by the check-in staff, for the purpose of handling all of the boarding formalities. Should the Passenger fail to report to the gate as specified at the time as specified, then the Carrier will have the right to refuse to transport the Passenger and can avail itself of the seat concerned at its own discretion, such without being liable towards the Passenger.

6.4 The Carrier is not liable for damages or costs incurred if the passenger fails to meet the provisions of this article.

ARTICLE 7: REFUSAL AND LIMITATION OF TRANSPORT / BEHAVIOUR ON BOARD

Right to refuse Transport

7.1 The Carrier is authorised to refuse the Transport of the passenger and his/her baggage on board a flight of ArkeFly for which the Passenger can present a Ticket in the event that one or more of the following situations presents itself, has presented itself or will likely present itself, either prior to the flight or not:

a) The refusal to transport is necessary in the reasonable opinion of ArkeFly in order to observe the laws, provisions or instructions that apply in a state or country from which, to which

or across which the flight is to take place;

- b) The behaviour and/or comments of the Passenger is/are such that ArkeFly sees reason to doubt being able to guarantee the safety of one or more persons, goods or the aircraft itself. Comments or behaviour of that kind include, among other things, the use of threatening, harsh or insulting language and demonstrating (or threatening to demonstrate) aggressive, violent and threatening behaviour towards the ground crew, crew and co-Passengers. This behaviour furthermore includes false bomb threats;
- c) The physical or mental condition of the Passenger is such, including situations caused by the use of alcohol, drugs or medicines, that the Passenger may possibly prove to be an inconvenience, hazard or risk to him/herself, the other Passengers, the crew, goods or the aircraft itself;
- d) The Passenger has, or appears to have, illegal drugs in his/her possession;
- e) The Passenger has put the safety, good order and/or discipline at risk when checking in for the flight or, in the case of connecting flights, has done so during a previous flight and ArkeFly has reason to suppose that behaviour of this kind could be repeated;
- f) The Immigration and/or customs authorities and/or any other government body have/has informed the Carrier (in writing or verbally) that the Passenger is not permitted to travel and/or the Carrier has informed the Passenger (verbally or in writing) that ArkeFly will no longer transport the Passenger on its flights either for a certain time period or permanently. This includes, among other things, the situation in which the Carrier has received a negative travel recommendation from one of these authorities with respect to the Passenger, for example in cases in which the Passenger is suspected of smuggling (or having the intent to smuggle) drugs and in situations in which the authorities have informed the Passenger in writing that ArkeFly will no longer transport the Passenger on its flights;
- g) The Passenger has refused to submit him/herself to a security inspection, such as the inspection referred to in article 9.6, or has refused to present his/her ID or is not able to present proof of ID;
- h) The Passenger is not able to prove that he/she is the person who is specified as the passenger on the Ticket;
- i) The Passenger (or the (legal) person who paid the Carrier for the Ticket) has not (fully) paid the applicable fare and/or the levies, costs, taxes and surcharges owed;
- j) The Passenger is not, or appears not to be, in possession of the necessary travel documents, intends or possibly attempts to acquire access to a country that is to be visited as a stopover, or a country for which the passenger has no legally valid visa, has destroyed his/her travel documents during the flight, has prevented ArkeFly from making and keeping copies of the travel documents, or the travel documents of the Passenger have expired or are no longer complete in view of the current Conditions, or the documents appear to be fraudulent, forged or are suspect in some other way;
- k) The Ticket as presented by the Passenger:
 - is invalid or appears to be invalid, or;
 - is found to have been obtained illegally or purchased from an organisation other than the Carrier, the Tour Operator or its Authorised Agent, or;
 - is registered as a stolen or lost document, or;
 - is found to be forged or fraudulent or suspect in some other fashion, or;
 - is damaged, or has been altered by someone other than the Carrier or its Authorised Agent;
- l) The Passenger is found to require special assistance upon checking in or boarding the aircraft and this assistance was not requested at the time that the Booking was realised or altered (such in accordance with article 8), which special assistance ArkeFly cannot reasonably be expected to provide;
- m) The Passenger has failed to observe the instructions and provisions regarding the safety and/or security, as dictated by or on behalf of ArkeFly, by or on behalf of any other authorised body and or by a security organisation;
- n) The Passenger has a Ticket that does not include the Flight Coupon for the flight in question.

The Carrier has the right in the cases described under h), i), j), k) and n) to seize the Ticket of the Passenger and to refuse the passenger the Transport as agreed upon.

Behaviour on board the aircraft

- 7.2 The Passenger is obligated to follow any orders given by or on behalf of the captain. If the behaviour of a Passenger on board the aircraft puts, or threatens to put, one or more persons or objects or the aircraft itself at risk, if a Passenger prevents the crew from exercising its duties, violates the provisions of this article 7, does not comply with the instructions of the crew for the purpose of securing the safety of the aircraft or the safe, efficient and comfortable Transport of Passengers and crew, or if he/she behaves in such a way that other Passengers can reasonably object, then ArkeFly is authorised to take the measures that it finds necessary to prevent the behaviour from continuing.
- 7.3 Within the scope of the above, and on the grounds of article 96 of the Civil Aviation Regulations, the captain is authorised to take any measures that are necessary to secure the safety of the flight, including having the Passenger removed from the aircraft. The captain is also authorised to take reasonable measures, including the restriction of freedom, in order to ensure order, discipline and safety on board the aircraft and that enable the captain to hand over to the proper authorities any persons who are disturbing (or threaten to disturb) the order or who put the safety of the aircraft at risk. The captain has the option to report offences, including the non-observance of orders given by or on behalf of the captain. A Passenger who is removed from the aircraft and handed over to the proper authorities is no longer entitled to (further) Transport on the flight concerned, a return flight, if applicable, and/or any other flights that are provided by the Carrier and/or its associated parties.
- 7.4 ArkeFly can limit or prohibit the use of electronic equipment, including portable telephones, laptop computers, portable recorders, portable radio's, CD players, electronic games, remote-controlled toys, scanners, walkie-talkies and other equipment that works via an antenna, on board the aircraft for safety reasons, with the exception of hearing devices and pacemakers for the heart.
- 7.5 The Passenger is not allowed to consume alcoholic beverages that he/she has brought on board. ArkeFly is authorised to limit or discontinue serving a Passenger alcoholic beverages at its own discretion for the purpose of maintaining order and discipline on board.
- 7.6 Smoking (including smoking a conventional cigarette, the use of an electronic cigarette or any other artificial forms of smoking during which smoke, vapour or scents are released) is expressly prohibited on board the aircraft.

Recovery of costs

- 7.7 In the event that the Passenger violates the provisions of this article 7, or acts contrary to his/her obligations in some other way, then the Carrier is authorised to refuse the (further) Transport of the Passenger without being liable to compensate for any Damages or to refund the ticket price or provide compensation in any other fashion. The Passenger is furthermore obligated in such cases to indemnify the Carrier against the Damages caused as a result of his/her actions and omissions contrary to this article 7. This includes the costs reasonably incurred by ArkeFly in the event that ArkeFly has to have the aircraft deviate to a location other than the original Destination as a result of the behaviour of the passenger.

Future refusal

- 7.8 If the Passenger violates the provisions of this article 7, or if he/she acts contrary to his/her obligations in some other way, then ArkeFly has the right to refuse him/her on one or more future flights of ArkeFly and/or its associated parties.

ARTICLE 8: SPECIAL ASSISTANCE

General

- 8.1 The Transport of unsupervised children of 11 years and younger, Passengers with Limited Mobility, ill passengers or any other Passenger who requires special assistance, is to only take place with the prior permission of the Carrier. These circumstances, as well as the circumstance in which a Passenger observes a special diet, requires extra oxygen and/or requires some other form of special assistance prior to, during and/or after a flight on medical grounds, are to be reported by the Passenger upon booking a flight (and/or upon altering a Booking), or as soon as possible (not later than 48 hours prior to departure) after it becomes evident that special

assistance is required. If the Passenger fails to do so, then the Carrier cannot guarantee that the necessary assistance can be provided and ArkeFly will then have the right to refuse to transport Passengers if, for example, the safety of the aircraft cannot be guaranteed.

8.2 The Transport of Passengers as described in the previous section is subject to limitations and the Carrier is to be informed by the Passenger at least 48 hours prior to the departure of the flight of the exact nature of the limitations and the special assistance that the Passenger requires prior to, during and after the flight. It is important that the Passenger supplies the Carrier with information on the ability to walk independently, to take stairs or the inability to walk at all. Proper supervision will be provided on the basis of this information. These Passengers are requested to timely check in so that there is enough time to, for example, make a wheelchair ready for travel. If a Passenger wishes to travel with a wheelchair with a liquid battery or a scooter, then he/she is to make this known upon booking the flight. The Carrier will not be liable if it proves not possible to meet certain requests.

8.3 If a Passenger requests special assistance within the last 48 hours prior to the scheduled departure time, then the Carrier will not be liable if the request in question cannot be met. ArkeFly will in that case be authorised to refuse to allow the Passenger to go on board, such in accordance with article 7 section 1, sub-section I).

Pregnant women

8.4 The following applies to the Transport of pregnant women. No limitations apply with respect to the Transport if the pregnancy of the Passenger has not exceeded 27 weeks. ArkeFly reserves the right to request a medical statement regarding the number of weeks of the pregnancy on the date of the departure of the flight. If the pregnancy of the Passenger is between the 28th week and the 36th week, then ArkeFly is to grant permission allowing for the Transport of the pregnant Passenger in advance and the Passenger concerned is to submit a doctor's certificate indicating that the pregnant Passenger is capable of flying and that there are no medical grounds against flying. ArkeFly will not transport a pregnant Passenger who is in the 36th week, or more, of her pregnancy.

Medical complaints prior to transport

8.5 If the Passenger has reason to believe that medical complaints may occur during the flight, then he/she is to consult a doctor before proceeding to fly, particularly if the flight is prolonged. It is the responsibility of the Passenger to take the necessary precautionary measures. Should the Passenger fail to do so, then this will be at his/her own expense and risk.

Recovery of costs

8.6 In the event that the Passenger fails to inform the Carrier with respect to a mental or physical condition, pregnancy, or reduced able-bodiedness and ArkeFly must subsequently have the aircraft divert to a Destination that was not scheduled, then ArkeFly is entitled to recover the reasonably incurred costs of the diversion and any other related costs from the Passenger.

ARTICLE 9: BAGGAGE

Objects that cannot be transported as baggage

9.1 The Passenger is not to carry the following objects in his/her Baggage:

- a) objects, fluids or other substances (other than alcoholic beverages and non-radioactive medicinal- or toiletries, whether or not in a spray can) that may prove a considerable risk for the health, for the safety and for the possessions that are transported by air, such as for example explosives, pressure gasses, corrosive, oxidising or radioactive materials, magnets, materials that are easily inflammable, toxic, perishable or irritating substances and all other objects as described in the Technical Regulations for the Safe Transport of Hazardous Substances by Air of the International Civil Aviation Organisation (ICAO) and the Hazardous Substances Regulations of the International Air Transport Association (IATA) (more information can be obtained from ArkeFly upon request);
- b) objects, the Transport of which is prohibited by the applicable laws, regulations or provisions of a state to which, from which or over which air travel is to occur;
- c) objects that are not suitable for transport in the opinion of ArkeFly due to their weight, size, form, scent or nature;
- d) living animals, unless in accordance with the conditions

stipulated in articles 9.24 through 9.27.

9.2 Firearms, munitions and weapons, such as antique firearms, swords, knives and similar objects (declared prohibited under the weapons and munitions law that applies) will not be accepted for Transport, unless the Transport takes place in the form of freight or Registered Baggage and the carrier has given permission in advance and, if applicable, the conditions as set by the Carrier have been met.

9.3 Additional information on prohibited objects that cannot be transported as Non-Registered Baggage is available at ArkeFly.

9.4 The Carrier is not liable for Damages as a result of the hazardous goods as specified in articles 9.1 and 9.2. The Passenger concerned is exclusively responsible for goods of that kind, and all of the Damages resulting from goods of that kind (including Damages to third parties) is at the expense and risk of the Passenger.

Right to refuse and to store Baggage

9.5 ArkeFly will refuse the Transport as Baggage of each object as described in Article 9.1 and it may refuse the on-going Transport of Baggage upon the discovery of one or more of the objects concerned. ArkeFly has no obligation to keep the rejected Baggage and/or objects in storage. If Baggage and/or objects is/are stored other than as Registered or Non-Registered Baggage, then the Carrier will not accept any liability, except in the event of an Intentional act or Deliberate Recklessness on the part of ArkeFly.

Right to search Baggage

9.6 ArkeFly may request that the Passenger allow him/herself to be subjected to a body search, as well as to allow a search of the Baggage and/or to allow an investigation of his/her person and/or baggage by means of X-rays or a scan. ArkeFly is also authorised to search (or have searched) the Baggage of the Passenger, in his or her absence or if the Passenger is not available, in order to ascertain the presence or absence in the Baggage of one or more of the objects referred to in 9.1 and 9.11, or the presence of weapons or munitions that do not comply with the conditions as stated in article 9.2. ArkeFly also has the right to search (or have searched) Baggage for reasons of safety and to ensure that the conditions regarding Baggage are being observed. Should the Passenger not consent to a request of this kind, then ArkeFly has the option to refuse to transport the Passenger and/or his/her Baggage, without being liable towards the Passenger or under any obligation to reimburse any amount of money. The Carrier is not liable for any Damages as a result of an X-ray or a scan, except in the case of an Intentional act or Deliberate Recklessness on the part of ArkeFly.

Non-Registered Baggage

9.7 Baggage that the Passenger carries on board the aircraft is to fit under the seat of the person sitting in front of the Passenger or in a secure baggage bin that is available for use in the cabin. Non-Registered Baggage is to also comply with the further conditions of ArkeFly as specified on www.arkefly.nl. The Passenger is to observe any instructions or orders on the part of ArkeFly regarding the baggage that the Passenger carries on board the aircraft. Objects other than the type or the number as indicated on the Ticket, and objects of which ArkeFly has determined that they deviate too much in terms of weight or dimensions, or that are considered unsafe for whatever other reason, will not be allowed in the cabin and will be considered and treated as Registered Baggage.

9.8 Objects that the Passenger does not find suitable for transport in the hull (such as fragile musical instruments and the like) will only be accepted for Transport in the cabin if ArkeFly is informed accordingly in advance (at least 72 hours prior to the scheduled departure time) and ArkeFly has provided written permission to that end. An additional amount may be charged for the Transport of objects of this kind.

Registered Baggage

9.9 ArkeFly will accept Baggage into its custody starting from the moment that the Baggage is presented to ArkeFly for registration. ArkeFly may make a note on the Ticket and will issue a Baggage Claim Ticket. The Baggage Identification labels that are fastened to Registered Baggage by ArkeFly are used solely for identification purposes.

9.10 ArkeFly can refuse to accept Baggage as Registered Baggage if it is not properly packaged in closed suitcases or in some other suitable packaging that warrants safe Transport and normal proceedings.

9.11 The Passenger is not to transport the following items in his/her Registered Baggage: fragile or perishable goods, cash, keys, jewellery, electronic equipment, (precious) metals, bills of exchange, business

documents, samples, securities, valuable objects, drugs, medicines, medical documents, passports and other identification documents, as well as any objects, materials or substances to which an export- or import ban applies.

- 9.12 The Passenger is to state his/her last name and initials on the exterior of the Baggage before the baggage will be accepted. If the Passenger fails to do so, then ArkeFly is authorised to refuse the Transport of the Passenger and his/her Baggage, such without any obligation to compensate for any Damages or to refund any amount of money.
- 9.13 ArkeFly will strive to transport Registered Baggage in the same aircraft in which the Passenger is transported. Should this not be possible, then the baggage in question will be delivered to the Passenger as soon as possible, unless it is required by applicable law and/or on the grounds of requirements on the part of airport or customs authorities that the Passenger be present during the customs formalities.
- 9.14 In the event that the Baggage is not transported in accordance with the air travel agreement or the travel package agreement at the request of the Passenger, and the Baggage of the Passenger must subsequently be removed from the aircraft and/or transported via an alternative route, then the service costs that apply will be at the expense of the Passenger and the Passenger will pay these costs to the Carrier upon demand.
- 9.15 The Carrier is not liable for any scratches, dents and other minor forms of damage to suitcases or other types of baggage or for Damage to handles, wheels and straps and other protruding parts of suitcases or pieces of baggage, or for any Damages as a result of the perishing of the contents of the Baggage, unless ArkeFly caused this Damage due to Intentional Recklessness or a Deliberate Act.

Amount of Baggage permissible free of charge

- 9.16 Passengers are allowed to bring along the amount of Baggage specified in the following section free of any surcharge. Irrespective of the route that is to be flown, this permissible amount is calculated on the basis of the "weight" method. The permissible amount of Baggage only applies to commonly used suitcases and bags.
- 9.17 The provisions in this section of this article and in the subsequent section apply if and insofar as not explicitly specified otherwise at the time that the flight was booked or the Ticket was purchased (evidence of which is to be presented by the Passenger) and insofar as the Ticket of the Passenger does not state otherwise. The total maximum weight of Registered Baggage per Passenger for flights with a destination in Canada, the United State, Aruba, Bonaire and Curaçao is: for Economy Class: 25 kg, for Comfort Class: 35 kg and for Premium Comfort Class: 45 kg. The total maximum weight of Registered Baggage per Passenger for all other flights is: for Economy Class: 20 kg, for Comfort Class: 25 kg and for Premium Comfort Class: 30 kg. A maximum weight of 10 kg of Registered Baggage applies for all Passengers between 0 and 2 years old, irrespective of the travel class.
- 9.18 A weight of a single piece of Registered Baggage may not exceed 32 kg, without prejudice to that stated in the previous section.

Excess weight

- 9.19 The Transport of baggage that exceeds the permissible amount of Baggage is subject to a surcharge that is established from time to time by ArkeFly. This surcharge is to be paid in full by the Passenger upon checking in. If this surcharge is not paid, then the Passenger will only be entitled to check in the amount of Baggage permissible free of charge. More information on the surcharge is available via the website of ArkeFly (www.arkefly.nl) or its Authorised Agents.

Exceptional Baggage

- 9.20 The articles 9.16 through 9.18 do not apply to Exceptional Baggage. Exceptional Baggage is only transported subject to the payment of a surcharge at the check-in desk. ArkeFly establishes the precise amount of the surcharge. More information on Exceptional Baggage and the applicable surcharges is available via the website of ArkeFly (www.arkefly.nl) or its Authorised Agents.

Reporting higher value Baggage

- 9.21 Registered Baggage will be considered to have been accepted without a declaration of a higher value. However, the Passenger can complete a "special statement" indicating a higher value for the Baggage concerned, which will increase the liability limit for loss, damage or a delay of the Baggage. ArkeFly will charge extra to that end. These costs are based on a rate that is determined by the extra costs of transport and insurance for the Baggage concerned, in

addition to the costs for any Baggage of which the value is estimated at or below the amount of the liability limit. The Passenger will be informed of this rate upon request.

Collecting and handing in Baggage

- 9.22 The Passenger bears responsibility for the collection of his/her Baggage as soon as it is available at the Destination or at the location of the Stopover. If the Passenger does not collect the Baggage within a reasonable time period, then ArkeFly will be entitled to a reasonable compensation for storage costs.
- 9.23 Only the person bearing the Baggage Claim Ticket, which is issued at the time that the Baggage is registered, is authorised to collect the de Baggage after the flight.

Animals

- 9.24 The Transport of (guide) dogs, cats and other (house) pets is to be reported to ArkeFly not later than 48 hours prior to the scheduled departure time and is subject to the explicit prior permission of ArkeFly. It is in any case required with respect to this permission that the animal is transported in an adequate kennel that is acknowledged ArkeFly and is accompanied by valid vaccination and health documents, entry documents, an animal passport and any other documents required by the countries of entry or transit. ArkeFly reserves the right to refuse the Transport of animals, other than guide dogs, without being obligated to state the reasons, and/or to determine the method of Transport and to limit the number of animals that can be transported on a flight.
- 9.25 If the Transport of an animal is permitted, then the animal itself, the kennel and the feed will not be considered part of the normally permitted Baggage, but rather Exceptional Baggage. Article 9.19 applies.
- 9.26 Animals that have been trained to support government officials, rescue teams or Passengers with Limited Mobility and that also accompany these officials, teams or Passengers, will be transported with their kennels and feed, free of any surcharge, as an addition to the regular Baggage that is permitted free of charge.
- 9.27 The acceptance of the Transport of animals is subject to the condition that the Passenger accepts full responsibility for the animal and for the presence of the essential documents of permission and certificates. The Carrier is not liable for any bodily harm, loss, delay, illness or the death of the animal if such were to occur during the flight, and/or if the animal is not allowed to enter or pass through a country, state or region, unless this is caused by an Intentional Act or Deliberate Recklessness on the part of ArkeFly.

ARTICLE 10: TIMETABLE, CANCELLATION AND DELAY OF FLIGHTS

Timetable

- 10.1 The flights and flight schedules as described in the Timetable are not binding; they have no contractual value and serve only as an indication for the Passenger with respect to the flights that are possible. The timetable may be changed after its date of publication.
- 10.2 The flight schedule will be made available upon Booking a flight and is stated on the Ticket. However, the flight schedule is still subject to change even after the Ticket has been issued. The Passenger will be informed accordingly by the Carrier or its Authorised Agent. The Passenger is nevertheless obligated to refer to Teletext, Internet or an Authorised Agent in the 24-hour period prior to the departure in order to verify the accuracy of the flight schedule.
- 10.3 In the event of a change to the flight schedule of more than 5 hours compared to the originally scheduled departure time and the passenger is unavoidably detained, the Passenger, contrary to article 10.2, can request a reimbursement of the Ticket price in accordance with that stated in the DBC-Regulation. It is the responsibility of the Passenger to make his/her particulars and/or address available to ArkeFly for the purpose of contacting the Passenger in the event of changes to the flight schedule.

Cancellation, Rerouting, Delay

- 10.4 ArkeFly will take every reasonable measure to prevent the delay of the Transport of the Passenger and his/her Baggage. In order to prevent a cancellation or a delay of a flight, ArkeFly has the right to have the Transport be realised by some other carrier and/or with some other aircraft and/or by other means of transport.
- 10.5 Unless laid down otherwise in the Regulation and/or the applicable (European) law and provided that the Passenger is in possession of a transport agreement (as defined in the Regulation) and a confirmed Booking, ArkeFly will:

- if it cancels a flight, or;
- if the flight does not land at the original Destination, or;
- if the Passenger is refused by ArkeFly on board a flight, without ArkeFly being able to appeal to any grounds for the refusal based on the General Transport Conditions and/or applicable law,

at the choice of the Passenger:

- transport the Passenger at no extra charge on the very next flight with an available seat and, if applicable, extend the validity of the Ticket accordingly, or;
 - transport the Passenger via some other route to the destination as specified on the Ticket, such within a reasonable time period, arranged for entirely or partially with flights of its own or a flight(s) of some other carrier(s), or by means of some other means of transport to which the Passenger has agreed. If the fare and the surcharges for the new route are lower than the entire or part of the reimbursement value of the Ticket, then the difference will be refunded to the Passenger, or;
 - reimburse the price of the Ticket.
- 10.6 In the cases as described in article 10.5 and subject to that stated in the Regulation or in the DBC-Regulation, the options stated in article 10.5 under a), b) and c) are the only options that ArkeFly is obligated to offer the Passenger.

Boarding refusal

- 10.7 If ArkeFly refuses to provide the Passenger with a seat without being able to justifiably appeal to a grounds to refuse the Passenger on the basis of the General Transport Conditions and/or the laws that apply and such despite the fact that the Passenger has a confirmed Booking and a valid Ticket in his/her possession and checked in within the time limit and conditions that apply, then ArkeFly must provide compensation further to the DBC-Regulation.

Rights of the Passenger

- 10.8 Depending upon the (European) law that applies, the Passenger has certain rights in the event of a boarding refusal, cancellation or a delay. ArkeFly provides additional information on this subject in the travel documents.

ARTICLE 11: ADDITIONAL SERVICES OF ARKEFLY

- 11.1 If the Carrier agrees to supply the Passenger with additional services in addition to the Transport of the Passenger, such as a seat reservation, access to special waiting rooms prior to departure and personal entertainment and/or special meals on board, then the Carrier will be liable towards the Passenger further to these services up to the amount that the Passenger has paid to the Carrier for the additional services, insofar as ArkeFly has been negligent in arranging for or executing these services.
- 11.2 ArkeFly does not normally maintain, exploit or provide any transport services between airports or between airports and city centres. The Carrier is not liable for transport services supplied by third parties that were not called upon by the Carrier for that purpose. The General Transport Conditions will apply to the services in those cases in which ArkeFly maintains and exploits transport services itself, or calls upon third parties for that purpose. The Passenger will be charged the applicable surcharges for the use of these ArkeFly-services.
- 11.3 Meals and beverages served on board are generally not free of charge. The carrier has the right to charge the Passenger for these services. The Carrier will, in reasonableness, strive to take any special requests into account as much as possible concerning meals and beverages, but is not liable if such proves not possible.

ARTICLE 12: ADMINISTRATIVE FORMALITIES

General

- 12.1 It is the responsibility of the Passenger to ensure that he/she has all of the necessary travel documents and that he/she observes all laws, guidelines, regulations, instructions and travel provisions of the countries from which, across which and to which the flight is to take place and all of the instructions on the part of the Carrier in this respect. Any assistance or information that is provided to the Passenger by an Authorised Agent or employee of the Carrier, either verbally or in writing, with respect to the necessary documents or visa, and/or on the subject of the laws, guidelines, regulations, instructions and provisions referred to above will be to the best of the knowledge of the person concerned. The Carrier is not, however, liable for any Damages that may occur further to errors made while

providing assistance or information of this kind to a passenger, or for the consequences that are brought about for the Passenger or third parties further to the lacking of the necessary documents and visa or further to non-compliance with the laws, guidelines, regulations, instructions, provisions or rules referred to above, except in the case of an Intentional Act or Deliberate Recklessness on the part of the Carrier.

Travel documents

- 12.2 Upon request, the Passenger is to present to the Carrier or its employees, agents or representatives, any and all inbound and outbound travel documents, passport, driver's license, medical statements and any other documents as required further to the laws, rules, regulations, instructions or provisions of the countries concerned, such for the purpose of determining one's identity or address. If so requested, the Passenger will also allow the Carrier to make copies of these documents or to reproduce the information in these documents in some other way.

Access denial

- 12.3 The Passenger agrees to pay the Carrier the applicable rate in the event that ArkeFly, by order of the government, is to transport the Passenger back to his/her Departure location or elsewhere because the Passenger is denied access to a country, being a stopoff country or the country of destination. To collect the rate concerned, the Carrier can make use of the funds paid to the Carrier for unused Transport, or of other funds of the passenger of which the Carrier can dispose. The Carrier is not obligated to reimburse the fare as received by the Carrier for the Transport to the location at which the Passenger was denied access or from which deportation occurs. For reasons of safety and to maintain order, the captain and/or the police official escort may opt to retain possession of the travel documents of the Passenger concerned for the duration of the flight to his/her Departure location or elsewhere.

Liability of passenger for fines, costs of detention, et cetera.

- 12.4 In the event that the Carrier is obligated to pay or make an initial payment on a fine or security and/or incurs expenses because the Passenger has failed to comply with the laws, guidelines, regulations, instructions or travel requirements of the country of departure, any country across which the flight takes place, any stop-over country or the country of destination or because the Passenger has failed to present the necessary documents, then the Passenger is obligated to reimburse to the Carrier any and all funds and additional costs. In order to cover costs of this kind, the Carrier is authorised to avail itself of the funds paid for unused Transport or of other funds of the Passenger of which the Carrier can dispose, or to refuse the Transport if the Passenger fails to compensate for the funds and expenses paid/incurred by the Carrier. Upon request, the carrier will provide information with respect to government law, guidelines, regulations or requirements of which the consequence may be that the Carrier is to make the payments referred to above, but the Carrier accepts no liability further to any errors or inaccuracies in the information provided, except in the event of Deliberate Recklessness or an Intentional Act on the part of the Carrier.

Customs

- 12.5 If required, the Passenger will be present during the customs inspection or an inspection on the part of other government officials of his/her (delayed) Registered and/or Non-Registered Baggage and the Passenger will lend his/her full co-operation. The Carrier is not liable towards the Passenger for any Damages that he/she may suffer/suffers in this respect.

Government provisions

- 12.6 The Carrier is not liable for any loss or Damages suffered by the Passenger that he/she may encounter further to the refusal on the part of ArkeFly to transport the Passenger if ArkeFly is of the opinion or can reasonably be of the opinion that the Transport of the Passenger could be in violation of government guidelines, regulations, instructions, provisions or any other applicable laws, except in the case of an Intentional act or Deliberate Recklessness on the part of ArkeFly.

Personal particulars

- 12.7 Insofar as permitted further to applicable law, the Passenger authorises the Carrier to store all of the personal particulars that have been provided to the Carrier or its Authorised Agent, for the purpose of reserving the Transport, obtaining related services, investigating and preventing baggage and ticket fraud and facilitating immigration and arrival requirements, as well as providing these

personal particulars to government authorities. The Carrier is furthermore authorised to pass along these particulars for the purposes referred to above to its own branches, its Authorised Agents, other carriers, suppliers of related services or government authorities, irrespective of the country in which these are established.

ARTICLE 13: LIABILITY

General

13.1 The liability of the Carrier for the Transport conducted under the General Transport Conditions is subject to the liability regulations laid down in the Regulation and the Liability Regulations.

13.2 Insofar as the following provisions are not contradictory to the other provisions included in the General Transport Conditions, and irrespective of the applicability of the Regulation:

- a) the Carrier is solely liable for Damages that occur during Transport with respect to which the Ticket concerned states "OR", "TFL" or "ArkeFly" in the section designated as "Carrier", "Airline Company" or "Transporter", or if the flight number concerning the Transport as designated on the Ticket includes the code "OR". If the Carrier has issued a Ticket for transport services that are to be carried out by some other carrier, or if the Carrier checks in Baggage on behalf of some other carrier, then the Carrier will be acting solely as an agent or on behalf of the carrier concerned, unless the Ticket includes the designations or code as indicated in the first line of this sub-section;
- b) the Carrier is solely liable for recoverable Damages further to demonstrable losses and costs;
- c) the Carrier is not liable for Damages further to the observance on the part of ArkeFly of legal provisions or other legislation (regulations, decisions, provisions and instructions), nor is it liable for Damages further to the non-observance of these on the part of the Passenger;
- d) these General Transport Conditions and all of the exclusions and limitations of liability therein are in favour of, and limit the liability, of the auxiliary persons and the Authorised Agents of the Carrier, the subordinates, representatives, the management and the stakeholder(s) of the Carrier, and the owner of the aircraft used by ArkeFly, as well as the staff, employees and representatives of the Carrier, the owner referred to and agents. The total amount that can be recovered from the persons referred to above will not exceed the amount to which the liability of the Carrier is limited;
- e) the Carrier is discharged, either completely or partially, from its liability in the event that the Carrier proves that the Damages were caused or facilitated due to the fault or negligence of the person claiming damages or the person whom he represents or from whom he derives his rights, insofar as the guilt or negligence has caused or facilitated the Damages;
- f) unless explicitly laid down otherwise, it is not possible to refuse the application of any of the provisions of the General Transport Conditions, any exclusion or limitation of the liability of the Carrier, the owner of the aircraft used by ArkeFly, the Carrier's staff, subordinates, agents or representatives pursuant to the Regulation or applicable law.

The section in hand applies to all of the liability provisions in the General Transport Conditions, including, for the sake of clarity, articles 13.3 through 13.7.

Bodily harm

13.3 The carrier is solely liable for Damages further to the death or bodily harm of a Passenger if the accident that caused the death or the bodily harm took place on board the aircraft or upon boarding or disembarking the aircraft as stipulated in the Regulation.

13.4 The Carrier is not liable for personal injury in the form of illness, injury, disability or death, or the worsening of an illness, injury or disability, in the event of transporting a Passenger of whom the age or mental or physical condition is such that this may entail a threat or risk for the person concerned, provided the personal injury is, with reason, a result of a condition of that kind.

13.5 The Carrier will not limit or exclude its liability insofar as the Damages as referred to in article 13.3 do not exceed 113,100 SDR per Passenger. The Carrier does, however, reserve the right in such cases to appeal to article 13.2, under e). The Carrier is not liable for Damages as referred to in article 13.3 insofar as these Damages

exceed 113,100 SDR per Passenger if the Carrier proves that:

- a) the Damages were not the result of blame or negligence on the part of the Carrier, its subordinates or agents, or;
- b) the Damages are solely the result of blame or negligence on the part of the person claiming compensation or the person whom he represents or from whom he derives his rights, or that of a third party.

13.6 The Carrier reserves all its rights towards third parties with respect to retrieval rights and subrogation rights.

13.7 In the event of death or bodily harm as a result of an aircraft accident as stipulated in the Regulation and Article 5 of the Liability Regulation, the person who, according to applicable law, is entitled to receive compensation for damages with respect to the Passenger concerned (hereinafter called "Beneficiary"), has the right to an advance payment that will suffice in relieving his/her immediate financial needs, which advance payment will be in proportion to the material damages suffered. The advance payment referred to above will not be less than the equivalent of 16,000 SDR per Passenger in the event of the death of the Passenger concerned. Pursuant to applicable law, said advance payment will be paid within 15 days after the identity of the Beneficiary has been determined. Pursuant to Article 5 of the Liability Regulation and Article 28 of the Montreal Pact of 28 May 1999, the payment of said advance payment does not imply any acknowledgement of liability and the advance payment may be deducted from any further amounts that the Carrier owes or may owe. The advance payment cannot be reclaimed, except in cases in which it is proven afterwards the damages were (partially) caused as a result of wrongful actions, recklessness, or negligence on the part of the person who received the advance payment or on the part of the person whose rights are being exercised, or that the person who has received the advance payment was not entitled to be designated as the Beneficiary.

Damages further to Delay and Cancellation

13.8 The liability of the Carrier with respect to Damages as a result of delays and/or cancellations of the Transport of the Passenger is limited to 4,694 SDR per Passenger.

13.9 The liability of the Carrier with respect to Damages as a result of delays and/or cancellations of the transport of baggage is limited to 1,131 SDR per Passenger. Articles 13.14 and 13.15 apply with respect to this limit.

13.10 The Carrier is not liable for Damages as a result of a delay and/or cancellation if the Carrier demonstrates that it and its subordinates and agents have taken every reasonable measure possible in order to prevent the Damages or that it was reasonably impossible for the Carrier or its subordinates to take the measures concerned.

Damage to Baggage

13.11 In accordance with the Regulation, the Carrier is liable for Damages caused by the loss of or damage to Registered Baggage, provided that the event that ultimately caused the loss or damages took place on board of the aircraft or during the time that ArkeFly had the Registered baggage in its custody.

Exclusion of the liability of the Carrier

13.12 The Carrier is not liable for Damages to Baggage when the Damages concerned are a consequence of the nature, a shortcoming, the quality or the perishing of the Baggage. If the Baggage or any items in the Baggage cause damage to some other person and/or his/her properties or to the Carrier, then the Passenger is to compensate the Carrier and the person concerned for all of the damages suffered and to be suffered, losses and costs.

13.13 The Carrier is not liable in any way other than provided for in articles 13.14 and 13.15 regarding any Damages and/or loss caused to valuable items or items that were not properly packaged.

13.14 With respect to Non-Registered baggage that is allowed on board, the Carrier is only liable if it can be proven that the Carrier, its subordinates or agents can be blamed.

Amount of the Damages to be compensated

13.15 The liability of the Carrier in the event of the destruction or loss or Damages to Baggage is limited to 1,131 SDR per Passenger. If a higher value has been indicated further to article 9.21 of the General Transport Conditions, then the liability of the Carrier will be limited to the amount of the value as indicated, unless the Carrier can demonstrate that the value indicated is higher than the genuine interest of the Passenger at the time.

Liability of the Passenger

13.16 If the Carrier suffers damages because the Passenger has

accountably failed to comply with any of the requirements as described in these General Transport Conditions, then the Passenger will compensate the carrier for any damages.

ARTICLE 14: TERMS FOR COMPLAINTS AND LEGAL CLAIMS

Term in which to report Claims for Baggage

- 14.1 In the event that Registered Baggage is collected by or on behalf of the Passenger following a flight, without any mention of Damages, then the baggage will be considered to be delivered and accepted in good condition, except insofar as the Passenger can prove otherwise. Missing Baggage is to immediately be reported to ArkeFly after the flight. Reports that are made at a later time will not be admissible, will not result in compensation and will not be considered. Under pain of inadmissibility, any item or items missing from Baggage must be reported to ArkeFly as soon as possible.
- 14.2 In the event of damages to, or the delay or destruction of Baggage, the Passenger is to submit a written complaint to ArkeFly and, if the Warsaw Pact applies, such in any event not later than within the terms of three (3) Days (in the case of Damages or destruction) and fourteen (14) Days (in the case of delay) respectively, counting from the date upon which the Baggage was made available to the Passenger, or should have been made available. If the Regulation (with the exception of the Warsaw Pact) or the Liability Regulation applies, then the terms will be seven (7) and twenty-one (21) days respectively. If a complaint is not submitted to ArkeFly within the term as specified in this article, then any legal claims towards ArkeFly will become elapsed, void and inadmissible.

Term of forfeiture for submitting claims

- 14.3 All legal claims are to be filed within a period of two years under pain of forfeiture, counting from the date of arrival at the destination, or counting from the date upon which the aircraft should have arrived, or from the date upon which the Transport ended. The manner in which the term of forfeiture is established is determined by the applicable law of the court where the case was initiated.
- 14.4 All reports, claims or legal claims as referred to in this article 14 are to be submitted in writing within the appropriate period of time.

ARTICLE 15: CHANGES AND REPLACING

None of the Authorised Agents, auxiliaries, employees or representatives of the Carrier has the authorisation to change, tone down or replace any of the provisions of the General Transport Conditions.

ARTICLE 16: CHARTER TRANSPORT

- 16.1 ArkeFly will be considered the Actual Carrier in the event of Charter Transport.
- 16.2 Charter transport is subject to the (general) terms and conditions of the charter agreement or Travel package agreement that applies. The General Transport Conditions form an integral part of the charter- or Travel package and the applicability thereof is stipulated by the Tour Operator as a third-party clause, for the benefit of ArkeFly. ArkeFly hereby accepts this third-party clause.
- 16.3 The following articles of the General Transport Conditions do not apply to Charter transport:
- Article 3.1 through 3.4, the first sentence of article 3.5, article 3.8 and 3.9;
 - Article 4.2;
 - Article 5.2.
- 16.4 Charter Tickets are not valid until the charter price, including any and all taxes, levies, surcharges, increases and the like have been paid by the Contractual Carrier or until the payment schemes as determined by the Carrier have been met. Charter Tickets cannot be reimbursed to the Passenger and cannot be endorsed by the Passenger. Any refund that is paid out will in principle be paid by ArkeFly to the Tour Operator on the basis of the terms and conditions of the charter agreement.
- 16.5 Charter Tickets are solely valid for Transport on the days indicated on the Flight coupons of the Charter Ticket or on the Electronic Ticket as issued by the Tour Operator or the Contractual Carrier. Other conditions may be declared applicable to the Charter Ticket.
- 16.6 Charter Tickets contain terms and conditions that exclude and/or limit the right of the Passenger to make, change or cancel Reservations.