

## CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

### NOTICE

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. See also notices headed "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations".

### CONDITIONS OF CONTRACT

1. As used in this contract "ticket" means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "electronic ticket" means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at the Hague, 28<sup>th</sup> September 1955, whichever may be applicable.
2. **Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention.**
3. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (i) provisions contained in the ticket; (ii) applicable tariffs; (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.
6. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.
7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.
10. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

**CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATIONS.**

#### **ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to

the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from or with an agreed stopping place in the United States of America, the

Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of or personal injury to passengers is limited

in most cases to proven damages not to exceed US\$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers travelling by carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US\$10,000 or US\$20,000.

The names of carriers, parties to such special contract, are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriers. For further information please consult your airline or insurance company representative.

**Note: The limit of liability of US\$75,000 above is inclusive of legal fees and costs except that in the case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.**

#### **NOTICE OF BAGGAGE LIABILITY LIMITATIONS**

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately US\$9.07 per pound (US\$20 per kilo) for checked baggage and US\$400 per passenger for unchecked baggage. For travel wholly between US points, Federal rules require any limit on an airline's baggage liability to be at least US\$2800 per passenger. Excess valuation may be declared on certain types of articles. Some carriers assume no

liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

## **NOTICE OF GOVERNMENT IMPOSED TAXES, FEES AND CHARGES**

The price of this ticket may include taxes, fees and charges which are imposed on air transportation by government authorities. They may represent a significant portion of the cost of air travel and are either included in the fare, or shown separately in the "TAX/ FEE/CHARGE" box(es) of this ticket. You may also be required to pay taxes or fees or charges not already collected.

**The following notice does not apply to tickets sold in the United States for transportation originating in the United States.**

## **DENIED BOARDING BY OVERBOOKING**

**In those countries where Denied Boarding Compensation regulations are in force, carriers operate compensation plans for passengers with confirmed reservations who are denied boarding because of non-availability of seats caused by overbooking. Details of these plans are available at the airlines' offices.**

## **CHECK-IN TIMES**

The times shown on this ticket or itinerary/receipt if applicable are the departure times of the aircraft. Check-in times, as advised by your carrier, or in the airline's timetable, are the latest times at which passengers can be accepted for travel, allowing the necessary time to complete all formalities. Flights cannot be held up for passengers arriving late, and no responsibility can be accepted in such cases.

## **RECONFIRMATION – CONFIRMATION**

Passengers breaking their journey for more than 72 hours are required to reconfirm their onward or return reservation with the carrier. Failure to reconfirm at least 72 hours prior flight departure may result in the automatic cancellation of your booking. Reconfirmation does not apply to the first outbound flight, or if journey is wholly within Europe.

## **REPORTING TIMES**

Check-in of DAALLO flights starts 3 hours before scheduled departure time, and check-in counter closes 60mn before scheduled departure time.

## **CHECKED BAGGAGE**

Free baggage is shown on the flight coupon. Baggage over the allowance will be charged at rates set by the carrier. The free baggage allowance is part of the transportation contract and cannot be transferred to another passenger. In order to comply with regulations enforced by most airports, pieces over 32 kg / 70 lbs will not be accepted. Transportation of live animals is subject to specific charges and regulations, and is never included in the free baggage allowance. Contact the carrier for details.

## **CABIN BAGS**

Cabin bags will receive at special identification tag at time of check-in, and are limited to one piece per person, not to exceed 7 kg. Dimensions must permit storage in the overhead racks or under the seat. Bags not qualifying will be refused at the boarding gate.

## SAFETY AND SECURITY

Both checked and carry on baggage must be packed by the passenger, who is responsible for their contents. Acceptance of any baggage or item from a fellow passenger or anyone is illegal and subject to criminal prosecution.

## DANGEROUS ARTICLES IN BAGGAGE

For safety reasons, dangerous articles such as those listed below, must not be carried in passenger's baggage.

1. Compressed gasses (Deeply refrigerated, flammable, non-flammable and poisonous) such as: butane, oxygen, liquid nitrogen or aqualung cylinders.
2. Corrosives such as acids, alkalis, mercury and wet cell batteries.
3. Explosives, ammunition, fireworks and flares.
4. Flammable liquids and solids such as lighter fuel, matches, paints, thinners and fire-lighters.
5. Radioactive material
6. Brief-cases and attaché cases with installed alarm devices.
7. Materials such as bleaching powder or peroxides
8. Poisons and infectious substances such as insecticides, weed-killers and live virus materials.
9. Other dangerous articles such as magnetized material, offensive or irritating materials.

 Oxidizing materials		 Corrosives	
 Flammable solids		 Infectious substances	
 Flammable liquids		 Poisonous substances	
 Compressed gas		 Explosives and firearms	
 Radioactive materials		 Miscellaneous dangerous goods	

Medicines and toiletries in limited quantities which are necessary or appropriate for the passenger during the journey, such as hairspray, perfumes and medicines containing alcohol may be carried. Many of these listed articles can be carried as air cargo provided they are packed in accordance with cargo regulations.

**Further information is available on request.**