Notices and Conditions of Travel

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, 28th 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.

Notice of Incorporated Terms:

Effective January 1, 1983, this notice forms part of the conditions of contract between the airline and the passenger. If there is any inconsistency between the incorporated terms described below and the terms and conditions in the passengers ticket, these incorporated terms govern. Air transportation to be provided between points in the US (including its overseas territories and possessions) is subject to the individual terms of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage. Foreign air transportation governed by applicable tariffs on file with the US and other governments. Incorporated terms may include, but are not restricted to:

- 1. Limits on liability for personal injury or death
- 2. Limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation coverage.
- 3. Claims restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier.
- 4. Rights of the air carrier to change terms of the contract.
- 5. Rules on reconfirmation of reservations, check-in times, and refusal to carry.
- 6. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

You can obtain additional information on items 1 through 6 above at any US location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive free of charge the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any US location where the air carrier's tickets are sold.

Denied Boarding by Overbooking

(does not apply to tickets sold in the United States for transportation originating in the United States):

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.

Baggage:

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 for checked baggage and US\$400 per passenger for unchecked baggage. For travel wholly between US points, federal rules require any limit on an airlines baggage liability to be at least US\$1250 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.

Checked Baggage:

Passengers are usually permitted a free checked baggage allowance, the limit of which may differ by airline, class, and/or route. Extra charges may apply for checked baggage in excess of the permitted allowance.

Cabin Baggage:

Passengers are usually permitted a free cabin baggage allowance, the limit of which may differ by airline, class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Please ask your travel agent or airline for more specific information. Refer to http://www.iata.org/bags for information and links to airline websites.

Dangerous Articles in Baggage:

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

- Compressed gases (Deeply refrigerated, flammable, non-flammable and poisonous) such as butane, oxygen, liquid nitrogen, aqualung cylinders.
- Corrosives such as acids, alkalis, mercury and wet cell batteries.
- Explosives, munitions, fireworks and flares.
- Flammable liquids and solids such as lighter fuel, matches, paints, thinners and firelighters.
- Radioactive materials.
- Brief cases and attache cases with installed alarm devices.
- Oxidizing materials such as bleaching powder, peroxides.
- Poisons and infectious substances such as insecticides, weed-killers and live virus materials.
- Other dangerous articles such as magnetized material, offensive or irritating materials. Medicines and toiletries in limited quantities, which are necessary or appropriate for the passenger during the journey, such as hairsprays, 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. For specific information, contact the airline.

Notice of Government Imposed Taxes/Fees/Charges:

The price of this ticket may include taxes, fees and charges, which are imposed on air transportation by government authorities. These taxes, fees and charges, which may represent a significant portion of the cost of air travel, 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, fees and charges not already collected.

Domestic Notice:

Air Transportation to be provided between points in the U.S. (including its overseas territories and possessions) is subject to the individual contract terms (including rules, regulations, tariffs and conditions) of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage.

Where this document is issued for transportation, or services other than air travel, specific terms and conditions may apply. These terms and conditions may be included in the ticket set or may be obtained from the issuing company or agent.

Please make sure you have received the important legal notices entitled "Conditions of Contract", "Notice of Incorporated Terms", "Notice of Baggage Liability Limitations", and "Notice of Overbooking" or the specific terms.

Notice - Overbooking of Flights (U.S. only):

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airlines choosing. If there are not enough volunteers the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airlines boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign counties, although other consumer protections may be available. Check with the airline or your travel agent.

INTERNATIONAL FLIGHTS

Reconfirmation Notice:

Some international carriers require reconfirmation of your reservations. Contact the transporting air carrier for the applicable requirements.

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. The limit of liability of US\$75,000 above is inclusive of legal fees and costs except that in 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. For such passengers traveling by a 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 contracts, 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 carriers liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative. Certificates VOID if Detached Before Redemption (US ONLY)

International (Warsaw Convention) 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 for loss of or damage to baggage. See also the notices entitled "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations".