



**DETAILED TRANSPORT TERMS AND CONDITIONS FOR
PASSENGERS, LUGGAGE AND GOODS IN
INTERNATIONAL AND DOMESTIC AIR TRANSPORT**

VALID FROM:

15th JULY 2020

Pursuant to the legal regulations in force, AirExplore, s.r.o. (hereinafter „Carrier“) issues the Detailed Transport Terms and Conditions for Passengers, Luggage and Goods in International and Domestic Air Transport.

CONTENTS

| | |
|--|----|
| 1. Definitions | 3 |
| I. Detailed Transport Terms and Conditions for Passengers and Luggage in Air Transport | |
| 2. Scope of Application | 6 |
| 3. Electronic Flight Ticket | 6 |
| 4. Flight Interruption | 7 |
| 5. Fare | 7 |
| 6. Booking of a Seat | 7 |
| 7. Obligations of Passengers in Air Transport | 8 |
| 8. Obligations of the Carrier in Air Transport | 9 |
| 9. Refusal or Exclusion of Persons from Transport | 10 |
| 10. Conditional Acceptance of Persons for Transport and Accompanying Minors | 10 |
| 11. Luggage | 12 |
| 12. Flight Schedule | 16 |
| 13. Reimbursement – Refund | 17 |
| 14. Travel Requisites | 18 |
| II. Detailed Transport Terms and Conditions for Goods in Air Transport | |
| 15. Air Waybill | 18 |
| 16. Freight Rate and Other Rates | 19 |
| 17. Conditions for Acceptance of Goods for Transport | 20 |
| 18. Transport of Goods | 21 |
| 19. Consignor’s Right to Dispose of the Goods | 22 |
| 20. Delivery and Impossibility to Deliver the Goods | 23 |
| III. Common Provisions, Responsibility of Air Carrier in Air Transport or Passengers, Luggage and Goods | |
| 21. Transport Executed Successively by Several Carriers | 23 |
| 22. Carrier’s Responsibility | 24 |
| 23. Method and Claims Period | 26 |
| 24. Special Provisions for service of Documents on Notice | 26 |
| 25. Provision of Personal Data | 26 |
| 26. Final Provisions | 26 |

ANNEXES:

1. Information for Passengers whose flight is cancelled
2. Information for Passengers – Volunteers who agreed to give up their seats
3. Information for Passengers whose boarding is denied against their will
4. Information for Passengers whose flight is delayed beyond its scheduled time of departure
5. Procedure when Claiming delayed (lost), damaged or pilfered Luggage
6. Air Transportation under Special Health Conditions

§ 1 DEFINITIONS

VALUABLES – goods of value reaching USD 1,000.00 and more per 1kg

VOLUNTEER - a person who has presented himself for boarding and who has a confirmed reservation on the flight concerned and responds positively to the air carrier's challenge to passengers prepared to surrender of their reservation for a return requires

ELECTRONIC FLIGHT TICKET – travel and luggage ticket issued by an air carrier for a passenger, based on which the transport of a passenger and carriage of his/her luggage are being realized

IATA – International Air Transport Association

COMBINED FARE – fare created by combination of two or more tariffs

AIR FREIGHT AND FARE – a sum indicated in an electronic flight ticket or in a waybill as the price for air transport of a passenger or carriage of goods

PLACE OF DEPARTURE AIRPORT – an airport, where the transport of passengers or carriage of goods starts in compliance with an electronic flight ticket or air waybill

PLACE OF DESTINATION AIRPORT – an airport where the transport of passengers or carriage of goods ends in compliance with an electronic flight ticket or air waybill

AIR WAYBILL – a document filled in by a consignor, or a representative thereof, confirming conclusion of a contract between the same and an air carrier for air transport of goods

AIR MAIL – sealed or freely deposited postal items handed over for air transport by a postal office

INTERNATIONAL AIR TRANSPORT – air transport with the place of departure and the place of destination (irrespective of transfer or delay during transport) located in various states

EXCESS LUGGAGE – luggage exceeding the allowed luggage weight (luggage above 15 kg)

UNACCOMPANIED LUGGAGE - luggage accepted for carriage in the cargo hold of an aircraft, on which board is not the person, who registered this luggage

UNACCOMPANIED MINOR – a child 6 to 12 years old not accompanied by a person more than 12 years old

IRREGULAR TRANSPORT (CHARTER) – air transport for a fee realized outside the flight schedule

IRREGULARITIES IN TRANSPORT OF GOODS – failure to meet the time of arrival of consigned goods in the place of destination as stated in the air waybill

IRREGULARITIES IN PASSENGER TRANSPORT – failure to meet the flight schedule

NO SHOW – a passenger failing to arrive in time or at all to check-in at the place of departure airport. Such a passenger loses right to any compensation from air carrier

OVERSIZED GOODS – goods exceeding the volume of 6000 cm³ per 1 kg

IDENTIFICATION OF GOODS – identification of individual pieces of the goods under consignment by valid plates and identification labels

SEARCH – the process of searching for undelivered luggage and goods carried out by air carrier

PIR - the form on irregularities of the passenger's luggage

REGULAR TRANSPORT – air transport realized according to the flight schedule

ESTIMATED TIME OF DEPARTURE – estimated time of an airplane departure according to the flight schedule

ESTIMATED TIME OF ARRIVAL – awaited time of an airplane arrival in an airport according to the flight schedule

CLAIM – a written request for compensation in case of failure to meet the terms and conditions of a transport contract by air carrier

RECONFIRMATION – reconfirmation of already booked seat

BOOKING – preliminary booking of a seat in an airplane for a passenger, or of a carrying capacity for goods or large amount of excess luggage

RUSH LUGGAGE - luggage, which is located in the cargo hold of an aircraft and transported by air carriers to its delivery to the passenger that is not on the board of an aircraft

SDR – (SPECIAL DRAWING RIGHT) – a currency unit defined by the International Monetary Fund

TOO HEAVY GOODS – goods exceeding the allowed load per 1 m² in the airplane cargo space

TRANSFER AIRPORT – a transfer airport designated in an electronic flight ticket/air waybill as a point, in which passengers transfer from one line to another one of the same or a different air carrier, or in which the goods is reloaded from one line to another one of the same or a different air carrier

TRANSIT AIRPORT – an airport of intermediate landing not given in an electronic flight ticket/air waybill in the routing section

WARSAW CONVENTION – agreement of states on unification of certain regulations related to air transport signed at Warsaw on 12 October 1929

COLLECTION SERVICE – a type of air carriage of goods, in which the goods designated for various recipients are consolidated by agencies and then shipped as a whole to their partners

LIST OF CONSIGNMENTS – transport document containing a survey of goods loaded in one airplane

SPECIAL FARE – not public fare

I. Detailed Transport Terms and Conditions for Passengers and Luggage in Air Transport

§ 2 SCOPE OF APPLICATION

1. General Terms and Conditions

The Detailed Transport Terms and Conditions for Passengers, Luggage and Goods (hereinafter “Terms and Conditions” or “Transport Terms and Conditions”) apply to each and every regular and irregular domestic and international transport of passengers, luggage and goods realized by AirExplore s.r.o. (hereinafter “Carrier”), including the services related to this transport.

2. Free Transport

If the transport or carriage is free of charge, the Carrier is entitled not to apply and to exclude, whether partially or in whole, these Terms and Conditions.

3. Contracted Flights

If the air transport is realized based on a charter contract or agreement on air transport, these transport terms and conditions shall be applied only to the extent not conflicting with the provisions of the charter contract.

4. Codeshare

In case of flights executed based on a Codeshare Agreement, the transport terms and conditions of a carrier in fact operating the flight in question shall apply.

§ 3 ELECTRONIC FLIGHT TICKET

1. Electronic Flight Ticket

Electronic flight ticket is issued on the name is non-transferable. Name Change on issued electronic flight ticket is not allowed. The Carrier is entitled to refuse to transport a person who submits an electronic flight ticket containing the data that do not correspond to the data in the Carrier’s booking system. The right to transport pertains only to that passenger whose name and other data correspond to the reservation and who submits a valid identity card, booking code on the electronic flight ticket and who paid the fare. In case of electronic ticketing, passenger is not obliged to prove himself/herself with an electronic flight ticket and his/her transport and transport of his/her luggage are governed by the present Terms and Conditions. In any case, a passenger who is not a citizen of a European Union member states, must be proved by valid travel documents including visas, if required. The visa may be replaced by a residence permit in accordance with Article No.2, Section No. 15 of the Regulation No. 562/2006 of the European Parliament and of the European Council. In case of failure by the previous sentence, the Carrier rejects the transport such passenger.

2. Validity of the Electronic Flight Ticket

The electronic flight ticket entitles a passenger to transport from the place of departure airport to the place of destination airport according to the journey route, tariff, date and number of the flight specified in the electronic flight ticket. The electronic flight ticket entitles a passenger to transport on the day and for the flight, for which a seat has been booked. If the Carrier is unable to provide a previously confirmed seat on an airplane to a passenger, or if a flight is delayed within the electronic flight ticket validity term, the electronic flight ticket term will be extended until the time the Carrier will be able to realize transport.

§ 4 FLIGHT INTERRUPTION

Flight interruption shall be agreed between the Carrier and a passenger in advance. Temporary transport interruption is possible only if allowable by the terms and conditions of the applicable tariff and it must be shown on the electronic flight ticket.

§ 5 FARE

1. General Provisions

The transport governed by the present Terms and Conditions is subject to the fare rates pronounced by the Carrier to be valid on the day of journey start indicated on the electronic flight ticket. If the paid fare does not correspond to such determined fare, the Carrier will return to or collect from the passenger the difference in fare. If fare has not been published between two places, a combined fare will be used. An electronic flight ticket issued for a special fare may be used only based on the terms and conditions stipulated for such fare.

2. Payment of Fare

The fare is paid cash or on account in the currency accepted by the Carrier in compliance with the foreign exchange regulations of the country in question. If the fare is paid in other currency than published, the conversion will be made based on the exchange rate in force used by the Carrier. The information about exchange rates may be received in Carrier's office. The Carrier is not responsible for rate differences, by way of which payment or refund of fare are implemented.

The Carrier is not responsible and will not be obliged to return to the passenger any fees paid by the passenger in connection with the use of a credit or bank card for payment of the fare, which fees shall be borne and paid by such card holder based on a contract concluded with the provider of such cards as a result of their use for payment purposes.

3. Other Provisions

In addition to the fare, a passenger is obliged to pay other fees and taxes stipulated or approved by the authorized state authorities.

§ 6 BOOKING OF A SEAT

1. General Terms and Conditions

A passenger with an electronic flight ticket, or a passenger who asks for a change to the flight date is not entitled to preferential booking of a seat.

2. Terms and Conditions for Seat Booking

Carrier books seats for a particular flight free of charge. Booking of a seat is unbinding, unless the Carrier issues a valid electronic flight ticket. The Carrier is entitled to cancel the booked seat without prior notice if the passenger fails to buy an electronic flight ticket for the booked seat.

3. Allocation of Seats in an Airplane

The Carrier does not guarantee the passenger will be allocated a particular selected seat in an airplane.

4. Passenger Check-in at the Airport

Passenger is obliged to present himself/herself to check-in and compliance with all required formalities and check-in procedures early enough, but not later than at the time determined by the Carrier, i.e. 30 minutes before the scheduled departure. Passenger is also required to arrive at the departure gate on time, but no later than the time established by the Carrier, i.e. 10 minutes before scheduled departure.

§ 7 OBLIGATIONS OF PASSENGERS IN AIR TRANSPORT

1. Prior to purchase of an electronic flight ticket and prior to embarkation, passenger is obliged to prove his/her identity upon request of Carrier's worker or his agent or state authorities and present appropriate transport documents or reply to questions of safety nature.
2. When buying an electronic flight ticket, passenger is obliged to inform the Carrier about his/her health problems that could complicate his/her transport or negatively affect the course of flight.
3. Passenger is obliged to undergo a security check, including his/her registered and unregistered luggage. Refusal to undergo security check constitutes reason for exclusion from transport.
4. Based on international regulations in force, passenger may not have with him/her weapons, ammunition, knives, toys resembling real weapons (e.g.: pistols, grenades) and all other objects of stabbing and cutting nature. These articles may be stored only in the registered luggage. If such objects are not stored in the registered luggage, passenger is obliged to hand them over to the Carrier prior to the flight. The Carrier disclaims any responsibility in respect of retention of these articles. Substances of dangerous nature (explosives and ammunition, flammable and corrosive substances, compressed gases, poisons or toxic and infectious materials, oxidative, radioactive material, magnetic material and other dangerous goods) may be transported only as goods under special transport conditions. The Carrier policy does not accept on transport passenger who are in possess to travel with their own oxygen bottles, neither if the passenger request the operator to provide him/her the oxygen bottle prior to departure. The Carrier is obliged to provide the oxygen only in medical cases which has occurred to the passenger on board of its aircraft.

5. Passenger is obliged to exert care adequate to the nature of air traffic and observe the Carrier's instructions, in particular when:
- Check-in, gathering and moving throughout passengers areas,
 - Embarkation/disembarkation on airplane,
 - stowing clothes and unregistered (cabin) luggage in an airplane.
6. Passenger is, further on, obliged to:
- present himself/herself to check-in and compliance with all required formalities and check-in procedures in time, but not later than by the time specified by the Carrier,
 - upon request of a worker authorized by the Carrier or on instruction by light panel, fasten a seat belt and avoid smoking when taking off, landing, or during flight,
 - upon request of a worker authorized by the Carrier, take a designated seat if necessary for operational reasons,
 - exert reasonable care and refrain from such conduct that could jeopardize safety and fluency of air transport, bother other passengers and proper performance of duties of Carrier's workers or damage property of the Carrier or passengers,
 - refrain from such conduct that jeopardizes order and discipline on board a plane, mainly excessive consumption of alcoholic drinks,
 - observe non-smoking policy on board, including the airplane toilets. Violation of this obligation may be penalized to the tune of EUR 5,000.00,
 - upon boarding an airplane, not to use personal electronic devices and appliances, operation of which may negatively affect the function and operation of electronic devices and equipment of an airplane. Violation of this prohibition may be penalized up to EUR 1,000.00,
 - in case of damage to health during flight, undergo the necessary first aid, communicate to the crew the required personal and health data and undergo subsequent medical examination,
 - pay to the Carrier all expenses for losses and damages a passenger caused by his/her unreasonable conduct (e.g.: damage to an airplane interior, illegal transport of dangerous animals, goods, etc.),
 - during flight, unconditionally conform to the operating instructions of pilot-in-command and flight attendants,
 - undergo the prescribed personal safety check performed by the authorities of state administration or by authorized organizations,
 - adjust his/her clothes and exterior so as the same corresponds to the air transport standard.

§ 8 OBLIGATIONS OF THE CARRIER IN AIR TRANSPORT

1. The Carrier is obliged to safeguard that the passengers are noticed of location and usage of:
- a) safety belts,
 - b) emergency exits and devices designated for common use,
 - c) life jackets and safety apparatuses, if such means are prescribed for the use by passengers,
 - d) other emergency equipment.

2. If need be, the Carrier is obliged to instruct passenger of emergency procedures appropriate to a situation in question.
3. Passenger must be instructed of a non-smoking policy on airplanes and electronic devices injunction, as well as of the penalty in case this ban is violated.
4. The Carrier is obliged to safeguard that passenger be able to fasten safety belts when taking off, landing, clear-air turbulence and anytime upon request of the pilot-in-command.
5. The Carrier is obliged to instruct passenger of stowing his/her articles in the airplane.

§ 9 REFUSAL OR EXCLUSION OF PERSONS FROM TRANSPORT

1. General Terms and Conditions

The Carrier may refuse or exclude a passenger from transport if:

- a) so requested by Carrier's regulations on flights execution,
- b) if passenger violates the regulations valid in the country of departure, arrival or flight over,
- c) if passenger is struck with a contagious disease that is subject to obligatory reporting, suffers from a serious disease, in which case his/her sudden manifestation could jeopardize safety of passengers and the flight, or if passenger is, due to his/her physical state or state of mind, unable to take care of himself/herself and is not accompanied by a person who will provide him/her with the necessary care,
- d) by his/her conduct, he/she jeopardizes safety of transport or violates public order,
- e) if their appearance or clothing raises a public nuisance or be otherwise charged to the passengers, for example due to extraordinary pollution or smell,
- f) if he/she shows symptoms of excessive ingestion of alcoholic beverages or shows symptoms of ingestion of drugs or psychotropic substances,
- g) if he/she fails to prove his/her identity by valid travel or other documents required to enter, stay or leave a country of arrival, departure, or flight over,
- h) if passenger fails to arrive to check in at the determined time by Carrier,
- i) if any of the obligations, under paragraph 7, in particular concerning the air transport safety, is violated.

2. Passenger's Claim to Compensation

Passenger who has been refused or excluded from transport in compliance with § 9, section 1, indent a) of the preceding conditions will be, as a compensation for not realized transport, either returned the fare or its portion corresponding to the untraveled section of the flight or he/she will be offered a replacement transport by other airplane or other type of transport. Passenger who has been excluded from transport in compliance with section 1b), 1c), 1d), 1e), 1f), 1g), 1h) or 1i) is not entitled to compensation or return of the fare. If passenger is excluded from transport for other reasons, the Carrier will proceed in compliance with the Regulation No. 261/2004 of the European Parliament and of the European Council.

§ 10 CONDITIONAL ACCEPTANCE OF PERSONS FOR TRANSPORT AND ACCOMPANYING MINORS

1. Conditional Acceptance for Transport.

Transport of a passenger who, considering his/her physical state, state of mind or age, may suffer damage to health or other damage shall be realized under the condition that the Carrier is not responsible for eventual injuries, diseases, or other damages to health, death of a passenger including, and the Carrier will not be responsible for damage to things a passenger has with him/her, if he/she incurs such damage in connection with or as a result of the transport. Such passenger is, prior to departure, obliged to sign a "Declaration of Carrier's Responsibility Exemption", otherwise the Carrier is entitled to refuse to transport an unaccompanied physically or mentally handicapped passenger. An ill passenger must have a confirmation of a nursing physician that he/she is able to be air transported. A transported passenger may not have a contagious disease and his/her state may not make unpleasant impression on other passengers. The Carrier policy does not accept on transport passenger who are in possess to travel with their own oxygen bottles, neither if the passenger request the operator to provide him/her the oxygen bottle prior to departure. The Carrier is obliged to provide the oxygen only in medical cases which has occurred to the passenger on board of its aircraft. In case of sudden death of a passenger during flight, his/her remains will be unloaded from the airplane at the nearest airport and officially handed over to competent local authorities for the purposes of further investigation. The replacement transport can be ordered by the Carrier, at the expenses of survivors.

2. Transport of Passengers with Reduced Mobility and Physically Handicapped Passengers

Passengers with reduced mobility are transported under the same conditions as other passengers and they are provided with special care in compliance with the Regulation of the European Parliament and Council No. 1107/2006. Transport of physically handicapped persons and unaccompanied persons with reduced mobility shall be deemed transport under special conditions, which is subject to the same regulations as the transport of ill passengers. If a blind passenger is accompanied by a guide dog, the guide dog is transported free of charge. Such dog may be in the cabin for passengers without cage, provided that:

- the passenger is dependent on the dog,
- the passenger submits an official document that it is a trained guide dog,
- the dog must be fastened during flight, it must wear a muzzle and it may not be transported on a seat.

3. Transport of Expectant Mothers

Expectant mother is obliged to inform the Carrier of the pregnancy stage and eventual complications. During transport of pregnant women by the 28th week of pregnancy that is without health complications, it is not necessary to submit a confirmation of a doctor about her ability to fly, but must always be presented the pregnancy book at check in desk. In case of multiple pregnancy or awaited complications or in case of risk pregnancy or if she is over the 28th week of pregnancy and also less than 37th week of pregnancy, it is necessary to submit a confirmation of the nursing doctor (not older than 7 days before departure) that the pregnant woman is fit to fly, but the transport will be at her own risk and the Carrier disclaims any responsibility but must always be presented the pregnancy book at check in desk. The transport of expectant mothers during the 37th week of pregnancy and later is not allowed.

The Carrier is entitled to refuse to transport a pregnant woman if conditions mentioned above are not met.

4. Transport of Unaccompanied Minors (UM)

Minors up to 6 years must travel in the accompaniment of a person older than 18 years. Minors 6 to 12 years may travel alone, provided that they are accompanied by an adult person to the place of departure airport and the Carrier must receive from such person a written assurance on a prescribed form "Unaccompanied Minor Form. Request for Carriage/Handling Advice for Child travelling alone", that another adult person will wait for the minor at the place of destination airport. The age of the minor must be proved by a valid travel document. Transport of unaccompanied minor, aged 6 – 12 years, is subject to the fare in amount of children's fare of economy class, as well as to the charge established by the Carrier, i.e. EUR 33.00. Also children up to 15 years may, upon request of a client, travel as UM. Transport of unaccompanied minor, aged 12 – 15 years, is subject to the fare in amount of full tariff of economy class, as well as to the charge established by the Carrier, i.e. EUR 33.00.

For information on purchasing of electronic flight ticket for Unaccompanied Minor please contact the Carrier by contact details published on its website.

5. Transport of Infants

Minors up to 2 years shall be, in compliance with the present Terms and Conditions, considered an infant. Transport of a newborn younger than 14 days of life is excluded from Carrier's flights. Toddlers will be transported at reduced fare according to Carrier's price list; they are not entitled to a separate seat in the airplane or to carriage of luggage. A toddler is transported only on knees, in arms or in the bosom of a parent, or other adult person respectively who accompanies it. A toddler is entitled to a separate seat only in case if a full fare as for an adult person is paid for it and under the condition of using a child car seat meeting all safety, technical and other regulations. One passenger may transport only one toddler.

§ 11 LUGGAGE

1. General Provisions

Luggage is transported as registered or unregistered. Passenger is entitled to a free of charge transport of luggage in compliance with further provisions of these Terms and Conditions.

2. Registered Luggage

Well closed, locked and labelled suitcases or other firmly lockable cases are accepted as registered luggage. With the approval of the Carrier, also other objects may be accepted for transport. Food and small live animals may be transported as registered luggage with the previous approval of the Carrier. Transport of food and small live animals is subject to the charge established by the Carrier in § 11, section 7, points a) b) of these Terms and Conditions. These must be placed in suitable packages, in case of animals in cages. Each piece of luggage before acceptance for transport must be labelled with a name plate with filled name and address of a passenger. The name given on the name plate must agree with the name in the electronic flight ticket and in the travel document. Luggage with a lock as well as luggage with zip fastener, must be locked in order to prevent it from opening. The Carrier is not responsible for luggage not picked up immediately upon arrival. Registered luggage is transported in

the airplane cargo space and is transported by the same airplane as the passenger. If such transport is not possible (without passenger at fault) it will be realized by the nearest possible line.

An adult passenger is entitled to a free transport of registered luggage of total weight 15kg at the most. A toddler (a minor up to 2 years) without right to a seat is not entitled to transport of registered luggage. An adult passenger traveling with toddler (a minor up to 2 years) is entitled to carriage one piece of collapsible baby carriage or one piece of child safety seat, whose weight is not counted in the 15 kg weight limit per person. Adult passenger traveling with toddler (a minor up to 2 years) is also entitled to transport toddler food for the time of a flight. A minor 2 to 12 years old is entitled to transport of registered luggage under the same conditions as an adult passenger. Transport of luggage and articles that could jeopardize the safety of flight, persons or property as well as the transport of the luggage and articles that are damageable during air transport or their package is inconvenient may be, prior to departure or anytime during travel, excluded by the Carrier. Passenger may not transport in the registered luggage:

- money, cheques, credit cards,
- marketable securities and other valuables,
- personal identification documents, business or other personal documents and papers,
- medicine, keys, glasses and sunglasses,
- jewels and articles of precious metals,
- mobile phones, cameras, video cameras, PC, notebooks, CD or other electronic devices (including their accessories),
- perishable articles,
- object d'art or fragile articles and other valuables.

The Carrier is not responsible for damages a passenger incurs due to violation of the obligations listed under § 11, section 2.

3. Unregistered Luggage (Cabin Luggage)

Passenger is entitled to transport of 1 pc of luggage in the cabin for passengers. Overall weight of the cabin luggage per person is a maximum of 5 kg; maximum dimensions are 55 x 40 x 20 cm. The Carrier is entitled to verify the luggage weight and dimensions. Only the below listed articles intended for personal use a passenger has with him/her and looks after the same by himself/herself are transported in the passenger cabin free of charge:

- small ladies handbag,
- coat, shawl or a blanket,
- umbrella or walking stick,
- camera, video camera, telescope, small personal computer,
- mobile phone,
- reading for the time of flight,
- basket for a child and child food for the time of flight,
- crutch or completely collapsible chair, or other orthopaedic aids for invalid passenger under the condition that a passenger depends on these aids and the same will not jeopardize the flight safety.

Overall weight of the cabin luggage and articles for personal use may not exceed 5 kg.

4. Free Luggage

Only fully collapsible wheelchairs for invalid persons and baby carriages, which however can be stored only in cargo compartment of an airplane for spatial reasons, are transported free of charge. A guide dog if accompanying a sightless person, a dog accompanying deaf person and a dog designated for rescue of human lives are transported in the airplane cabin free of charge. These dogs must be furnished with a leash, muzzle, training confirmation and required documentation.

5. Unaccompanied Luggage

Transport of unaccompanied luggage is not permitted with the exception of unaccompanied registered luggage for which is considered a luggage transported as goods or as a Rush luggage.

6. Luggage and Things Excluded from Transport

Luggage and things that could jeopardize safety of flight, persons or property and, further on, luggage and things that are easily damageable during air transport or whose package is inconvenient are excluded from air transport. The Carrier may refuse to transport these things before departure, or at any time during the travel.

7. Things that May be Transported Only with Carrier's Approval

The following may be transported only with Carrier's prior approval and under the conditions stipulated by the Carrier:

- a) Small pets (dog, cat) with maximum weight of 8kg including the cage. Transport is provided on responsibility of the passenger who is obliged to sign a form prior to transport, in which the Carrier disclaims responsibility. A pet must be transported in the accompaniment of a passenger older than 18 years. They may be transported only in the cargo compartment, providing the following conditions for transport of live animals are met:
 - animals must be transported in a firmly closed and sufficiently strong basket (with a wire wall) or in a special cage with solid bottom a passenger is obliged to provide for by himself/herself,
 - only one live animal can be transported in a firmly closed and sufficiently strong basket (with a wire wall) or in a special cage with solid bottom (exception of animals from one litter, but must be older than two weeks)
 - each animal must have a vaccination and veterinary card with the last record not older than 1 year,
 - the weight of animal together with the cage/basket may not exceed 8kg,
 - passenger is obliged to pay a fee for transport of an animal in amount of EUR 40.00.

- b) Big live animals (dog, cat) which weight exceeds 8kg including the cage. Transport is provided on responsibility of the passenger who is obliged to sign a form prior to transport, in which the Carrier disclaims responsibility. A pet must be transported in the accompaniment of a passenger older than 18 years. They may be transported only in the cargo compartment, providing the following conditions for transport of live animals are met:

- animals must be transported in a firmly closed and sufficiently strong basket (with a wire wall) or in a special cage with solid bottom a passenger is obliged to provide for by himself/herself,
- only one live animal can be transported in a firmly closed and sufficiently strong basket (with a wire wall) or in a special cage with solid bottom (exception of animals from one litter, but must be older than two weeks)
- each animal must have a vaccination and veterinary card with the last record not older than 1 year,
- passenger is obliged to pay a fee for transport of an animal in amount of EUR 70.00.

Live animals may be transported also as goods in compliance with § 17, section 4 of these Terms and Conditions.

c) Weapons and Ammunition:

- weapons of all types may be accepted for air transport only to those places, which are permitted by the regulations in force. They must be submitted to the Carrier for transport uncharged and with safety catch on its place, they will be stowed only in the cargo compartment of an airplane,
- ammunition, being an explosive by nature and belongs to the so-called dangerous cargo, may be transported only as air goods under the conditions stipulated by IATA manual for transport of dangerous cargo.

d) Diplomatic luggage, transport of which is permitted by diplomatic courier in the passenger cabin.

8. Luggage Inspection

The Carrier may, in attendance of a passenger, check the content of his/her luggage. If the passenger is absent, the Carrier is, in attendance of at least one witness who is not Carrier's worker, entitled to open the passenger's luggage if believing that it contains articles prohibited from air transport or that their transport requires special circumstances.

9. Transport of Oversized Luggage

In addition to the permitted free limit of luggage per person, a passenger may transport for a fee the following specified luggage:

- a) 1 pair of skis, including 1 pair of ski sticks and 1 pair of ski boots or 1 pc of snowboard and 1 pair of boots,
- b) 1 bag with golf equipment, including 1 pair of golf shoes,
- c) 1 bag in the shape of cylinder fastened and tied on one side only,
- d) 1 bicycle /without motor/ according following conditions: the handlebars must be flush with the frame, pedals must be flush against the frame or removed, tires must be deflated and bicycle must be packed in a bicycle box or bag,
- e) 1 pair of standard water ski or 1 slalom water ski,
- f) 1 set of diving equipment, suitably packed, bottles may not be under pressure. (a Carrier's worker is entitled to check whether the bottles are empty. If not they will not be accepted for

- transport). Dry suit and flippers packed in the registered luggage, unless exceeding the weight limit of 15 kg they are not considered oversized luggage,
- g) 1 portable musical instrument exceeding the length of 100 cm,
 - h) sport or hunting weapons, a set may contain at most: one cassette for not more than 2 guns, 5 kg of ammunition, shooter's support, noise silencer and a small set of equipment for repair and cleaning of guns or 2 shotguns including 2 casings for their storage or one cassette for not more than 5 guns, 5 kg of ammunition, noise silencer, additional telescope and a small set of equipment for repair and cleaning of guns,
 - i) 1 surf.

Transport of the above luggage is possible only with the prior consent of the Carrier. The Carrier is entitled to refuse the transport if the capacity of the airplane does not allow it or in case of failure to meet all terms and conditions for transport of the above luggage. Oversized luggage may be transported only in the aircraft cargo compartment. A passenger is obliged to pay a fee of EUR 50.00 for transport of the above luggage.

10. Transport of Excess Luggage

Luggage with weight more than stipulated under § 11, section 2 will be transported based on the Carrier's capacity. Passenger is obliged to pay a fee of EUR 10.00 for each kilogram of overweight above the stipulated limit for luggage and 1 pc of registered luggage may not exceed 32kg. The Carrier is not obliged to accept passenger's luggage overweight. The Carrier can refused its transportation either.

11. Pooling Luggage

If two or more passengers travelling together to the same place of destination by the same airplane check in their luggage at the same time and in the same place, they will be allowed the total weight of luggage being a sum of the allowed free weight of luggage of these passengers.

12. Takeover of Registered Luggage

- a) passenger is obliged to pick up his/her luggage immediately after arrival,
- b) holder of a luggage ticket and a coupon of a luggage tag issued to the luggage will pick up the luggage. The Carrier is not obliged to check whether the holder of a luggage ticket and a luggage tag coupon is entitled to takeover the luggage and is not responsible for the loss, damage or other expenses a passenger incurs in connection therewith,
- c) passenger is obliged to report damage or loss of luggage immediately after takeover of the luggage to the Carrier that must put down a report thereabout (PIR – Passenger Regularity Report), otherwise the luggage is supposed to be passed in a proper condition.

§ 12 FLIGHT SCHEDULE

1. Flight Schedule

The Carrier will use its maximum efforts in order to transport passengers and their luggage in compliance with the flight schedule valid on the flight day. The flight schedule may be changed without prior notice. The Carrier is not responsible for indirect and consequential damages. The Carrier is not responsible for mistakes in the flight schedules or other information provided by the agents of the Carrier in respect of dates and times of departures or arrivals and operation of airplanes.

If the time of departure given in the electronic flight ticket changes, the Carrier will inform passenger of such change using the contact data, which the passenger provided to the Carrier with while booking. The Carrier is not responsible for damages caused by violation of the passenger's obligation to provide the Carrier with correct and functional contact data he/she is reachable at.

2. Irregularities in Air Transport

- a) For serious reasons outside the Carrier, for reasons of the so-called force majeure, e.g.: political instability, war conflict or war cloud, unfavourable weather conditions incompatibility with flight safety, safety hazards (e.g. extraordinary safety procedures for passengers and luggage), unforeseen danger to the flight safety, industrial action outside own airline etc, the Carrier may put off, delay, cancel, terminate, divert the flight, change the plane type, or be operated by a different Carrier, without prior notice to passenger and without any further responsibility, except the obligation to provide for an already confirmed seat.
- b) If a flight is postponed, delayed or cancelled due to circumstances caused by the Carrier and the Carrier is unable to provide for an already confirmed seat, the liability of the Carrier and a the demands of the passenger, in the event of denied boarding, flight cancellation and delay of the flight of a passenger having a valid electronic ticket, are defined by Regulation No. 261/2004 of the European Parliament and of the European Council.

Provisions of the Regulation will be applied only if all conditions listed below are met at the same time:

- passenger has reservation confirmed for the flight in question and arrived to check-in at the time set forth in these Terms and Conditions, and
- passenger is transported for a fare directly or indirectly available to the public, and
- if flight is operated by the Carrier.

The Regulation does not apply to a passenger being transported free of charge or for a reduced fare not directly or indirectly available to the public.

Attention

The Carrier is not responsible for damages caused to passengers if such operational irregularity takes place due to extraordinary circumstances. Such circumstances may arise in the following cases especially:

- a) political instability, war conflict or war cloud,
- b) unfavourable weather conditions incompatibility with flight safety,
- c) safety hazards (e.g. extraordinary safety procedures for passengers and luggage),
- d) unforeseen danger to the flight safety,
- e) industrial action outside own airline.

§ 13 REIMBURSEMENT - REFUND

1. General Terms and Conditions

Reimbursement – refund shall be governed by these Terms and Conditions, tariff conditions applicable to the appropriate fare and internal regulations of the Carrier. All electronic flight tickets valid for passengers in regular international and domestic air transport are non-refundable. The change of name on issued electronic flight ticket is not allowed. On written request the airport charges for non flown sector eventually for unused electronic flight ticket will be return to the passenger after verification. The refund of airport charges is subject to the administration fee EUR 5.00 per unused flight sector. Passenger is entitled to submit the written application for airport charges refund within 30 days after the validity of the ticket.

§ 14 TRAVEL REQUISITES

1. Passports, Visas and Other documents

- a) passenger is obliged to obtain all documents and comply with all obligations entitling him/her to enter a country and exit a country required by the offices of the departure, arrival, transfer or transit country,
- b) the Carrier is not responsible for damages or expenses a passenger incurs as a result of his/her failure to comply with these obligations,
- c) the Carrier is entitled to check all travel documents and requisites.

2. Refusal of Entry to a Country and Expulsion

Passenger is obliged to pay the valid fare, if the Carrier is, due to decision of the appropriate authority or according to the Act No. 404/2011 about the Stay of the Foreigners (denial of entry, refusal of carriage by another carrier), obliged to return the passenger to the place of his/her original departure or anywhere else. The Carrier may, in payment of such fare, utilize the yet not used travel documents. The Carrier does not return to passenger the fare collected for transport to the place where a passenger was refused the entry and where a passenger was expelled from.

3. Payment of Carrier's Expenses

Upon request, passenger is obliged to reimburse the Carrier for all expenses incurred by his/her failure to meet the prescribed administrative travel particulars required in the departure, transit, transfer or arrival country.

4. Customs Examination

Passenger is obliged to attend the examination of registered or unregistered luggage executed by customs or other authorities. The Carrier is not responsible to passenger for any damage or loss incurred as a result of failure to meet this condition.

II. Detailed Transport Terms and Conditions for Goods in Air Transport

§ 15 AIR WAYBILL

1. The air waybill is a document on conclusion of a contract for transport of goods accompanying the consignment until it is hand over.
2. Consignor will hand in to the Carrier or its agent written documents for issuance of an air waybill. The Carrier will acknowledge takeover of the goods for transport by returning a confirmed copy of the air waybill.
3. The sender is responsible for the accuracy and completeness of data contained in the air waybill and is responsible for the damage which raises to the Carrier, because of the data and the declaration of the sender were inaccurate and incomplete.
4. The goods must be packed in a manner safeguarding that they will endure usual handling and preventing damages to persons, other goods or property. The consignor is responsible for proper packing of the goods and eventual damages out of violation of this obligation.
5. Each piece must be legibly and permanently identified by a name and full address of the consignor and consignee stating the identification and numbers given in the air waybill.
6. In case of failure to meet these conditions, the Carrier is entitled to refuse to accept the goods for transport.

§ 16 FREIGHT RATE AND OTHER RATES

1. General Terms and Conditions

The transport effected in compliance with the present Terms and Conditions is subject to the freight rates and compensation set forth by the Carrier valid on the day of an air waybill issue.

2. Surcharges and Overcharges of Freight Rate

If the freight rate is determined based on incorrect data about the consignment nature, the Carrier and the consignor will make appropriate financial settlement.

3. Services Included in the Freight Rates and Other Compensation

The freight stipulated in the freight rates applies to transport of the goods from the airport of dispatch to the airport of destination according to the data given in the air waybill. Except as

stipulated by special regulations, these rates do not include supplementary fees arisen in the place of dispatch or the place of destination.

4. Payment method of Freight Rate

1. Payment method of freight rate is governed by the applicable foreign exchange regulations. If the freight cost is paid in a currency other than given in the Carrier's tariffs, the current rate used by the Carrier will be used for conversion.
2. The freight for the goods accepted for transport shall be paid to the Carrier either in advance or it will be collected in the place of destination. An advance payment will be effected if the following cases are concerned:
 - items for household and personal chattels,
 - goods designated for persons under arrest,
 - valuables,
 - goods of commercial value lower than the freight cost,
 - perishable goods,
 - samples and gifts,
 - live animals,
 - human remains in coffins and ash in urns,
 - unaccompanied luggage,
 - newspapers, photographs, documents,
 - goods designated to countries where it is not, based on foreign exchange regulations or Carrier's instructions, possible to accept goods with unpaid freight.
5. If it is not possible to track a consignee according to the address given in the waybill, if the consignee refuses to takeover the goods or if it is not possible to issue the goods to the consignee for any other reason on the part of the consignee, the Carrier will ask the consignor at the address given in the air waybill to provide instructions about how to handle the goods. At the same time, the Carrier may, at the expense and risk of the consignor, store the consignment. The Carrier informs the consignor that the goods are stored at its expense and risk and will set the time to receive instructions. If such instructions are not given by the set time, the Carrier may dispose of the consignment. In case of goods that cannot be stored, i.e. in case of perishable goods and live animals, the Carrier may take the appropriate measures without prior notice to the consignor. The consignor is obliged to pay all expenses arisen out of the consignment.

§ 17 CONDITIONS FOR ACCEPTANCE OF GOODS FOR TRANSPORT

1. Goods that May be Accepted for Transport

The Carrier accepts all kinds of goods if allowed by the goods nature and technical parameters of the plane used by the Carrier. The goods designated for transport must meet the following conditions:

- a) their character meets the conditions for transport, they have export and import permit,

- b) they must be properly packed,
- c) they may not endanger the plane safety,
- d) they may not annoy passengers

2. Goods that May be Accepted for Transport under Special Conditions

Certain type of goods is accepted for transport only under the conditions stipulated by the Carrier. Air transport of items endangering the safety of air traffic, especially weapons, ammunition, explosives, corrosives, oxidizer and irritants, flammable, compressed gases, magnetized material, poisons, infectious substance, radioactive materials, live animals and human remains in coffins is permitted only with the consent of the Carrier and in compliance with the international regulations of IATA, ICAO and the regulations of departure, flyover and arrival countries.

3. Transport of Perishable Cargo

- a) the Carrier solves the transport of perishable goods depending on the type of goods, climatic conditions and type of used airplane,
- b) this type of goods must be booked in advance,
- c) if required by the goods nature, consignor is obliged to agree with the Carrier on special manner of goods handling,
- d) consignor will receive compensation for corrupted goods caused by deterioration thereof only if proving that the goods deterioration was caused by exceeding the delivery time, or by failure to observe the procedures resulting from the present Terms and Conditions,
- e) if, when transporting, the goods are held back or the goods were not taken over in the place of destination and there is a threat of deterioration thereof, the Carrier may, among others, ask for consignor's instructions, sell the goods without prior notice or destroy the goods, with the consignor being obliged to pay to the Carrier all expenses connected therewith.

4. Transport of Live Animals

- a) live animals may be transported only to those countries where permitted by the regulations of the country of destination and under the terms and conditions stipulated by the country in question,
- b) live animals may be transported as goods in suitable container in the aircraft cargo compartment. Consignor is obliged to state the species of an animal, number of pieces, container dimensions, weight of the goods and special characteristics of the animal. At the same time, the consignor must submit a sanitary certificate and other required documents. The Carrier is entitled to ask for a permit of a veterinary service to transport event. approval of the used casing, if deemed necessary,
- c) consignor is, at all times, obliged to book transport of live animals,
- d) the Carrier may request professional assistance of consignor or consignee in connection with loading and unloading of live animals.

5. Export and Import Regulations

Consignor must abide by the laws, customs and other regulations of any country, to, from, or through which the goods are transported, including the packing regulations. Consignor will provide the necessary information about the goods and will handover to the Carrier the applicable documents.

6. Carrier's Right to Inspect the Goods

Carrier shall be entitled to check the goods for transport as regards the content and weight of goods, whether they correspond to the data given in the air waybill. Carrier is entitled to unload the goods at any time during transport, if so required by the conditions of air traffic.

7. Consignment inventory

The Carrier assigns its rights to design order of individual consignments. The consignments with reservation are transported preferentially.

§ 18 TRANSPORT OF GOODS

1. Routing

If the consignor (consignee) does not state routing and an airline company, the Carrier will be entitled to determine routing and carrier of the consignment in question.

2. Flight Schedule

Departure and arrival times given in flight schedule are not a part of a transport contract, except when certain line is booked. The Carrier will use maximum efforts to start and complete the transport of a consignment at the estimated time.

3. Irregularities in Air Transport and Flight Cancellation

- a) Carrier may entrust a different carrier with transport or use other airplane without prior notice to the goods consignor or consignee. For serious reasons outside the Carrier (political instability, war conflict or war cloud unfavourable weather conditions incompatibility with flight safety and other events), the Carrier may postpone, cancel or divert the flight with booked consignment, with the Carrier not incurring any responsibility therefrom,
- b) if, by reasons given above, the transport of the goods cannot be completed in a manner as given in the air waybill, the Carrier will be entitled to handover the goods for transport in other direction or have them transported in other manner. Stored goods in a warehouse, according to the Article No. 5 of §16, shall also be considered delivered according to the air waybill. The Carrier is thereafter not responsible for these goods, it is, however, obliged to notify thereof the consignor or consignee or to proceed according to their instructions given in the waybill,

- c) the Carrier is entitled to refuse to transport the goods if the freight and other fees are not paid, unless goods transported as “Charges Collect”, where the transport is paid by the consignee.

§ 19 CONSIGNOR’S RIGHT TO DISPOSE OF THE GOODS

1. Consignor’s Right of Disposal

Consignor, in respect of which the obligations resulting from the transport contract, the Carrier have been met, may give the following written instructions to the Carrier:

- a) require that the goods be issued at the airport of departure or destination,
- b) hold the goods back during transport in any place of landing,
- c) give instruction to issue the goods in the place of destination or intermediate landing to other person than the consignee given in the air waybill,
- d) require return of the goods at the airport of departure.

2. Payment of Expenses

Consignor must pay to the Carrier all expenses incurred in connection with execution of the right of disposal of the goods.

3. Failure to Fulfil Consignor’s Instructions

If fulfilment of consignor’s instructions is found unfeasible, the Carrier is entitled to refuse to fulfil such a request immediately notifying the consignor thereof.

4. Cessation of the Right of Disposal

Consignor’s right of disposal shall become null and void upon takeover of the goods by consignee. If the consignee refuses to takeover the goods or he is unreachable or if the consignment has not been issued due to failure to pay the freight and other fees, the consignor shall have the right to dispose of the goods.

§ 20 DELIVERY AND IMPOSSIBILITY TO DELIVER THE GOODS

1. Goods Issue to Consignee

- a) unless otherwise provided in a written instruction of consignor, the goods will be issued to the consignee given in the air waybill. The consignee is, prior to the consignment issue, obliged to pay the freight and all fees connected therewith, unless paid by the consignor,
- b) the consignee must report damage to the transported goods to the Carrier immediately during takeover and the Carrier is obliged to put down a report about it, otherwise the goods will be deemed issued in a proper condition.

2. Advice of Goods Arrival

If the goods are delivered to the place of destination, the Carrier will, in writing or in other adequate manner, notify the consignee of the goods arrival, without undue delay.

3. Place of Goods Delivery

Unless otherwise agreed between the Carrier and consignor or consignee, the consignment will be issued to the consignee at the airport of destination. The consignor and the consignee are jointly responsible for payment of all Carrier's expenses.

In case, that the consignor or consignee does not pay to the Carrier all costs, the Carrier will be entitled to retain the transported goods in order to secure its valid due request against the same. The Carrier will notify the consignor and the consignee of the goods retention and the reasons therefore.

III. Common Provisions, Responsibility of Air Carrier in Air Transport of Passengers, Luggage and Goods

§ 21 TRANSPORT EXECUTED SUCCESSIVELY BY SEVERAL CARRIERS

Air transport to be realized successively by several carriers within one electronic flight ticket or electronic flight tickets issued together with such ticket or transport executed on one air waybill shall be deemed a single act.

If the transport is executed successively by several carriers, each carrier that accepts passengers, luggage or goods will be considered a party to a transport contract in compliance with the international agreements in force.

In the event of such transport, passenger or his/her representative may raise a claim only against that carrier that executed the transport, during which an event constituting the right to damages occurred, except the cases when a carrier accepts responsibility for the entire trip by virtue of an explicit arrangement.

If luggage or goods are concerned, a passenger or a consignor may raise claims against the first carrier; further a passenger or a consignee entitled to take over the luggage or goods, may raise claims against the last carrier and, further on, each of them may raise claims against the carrier that executed the transport, during which loss, or damage to luggage or goods, or delay of their transport occurred. These carriers are jointly and severally responsible against a passenger, consignor or consignee.

§ 22 CARRIER'S RESPONSIBILITY

1. General Responsibility of the Carrier

Responsibility of an air carrier is, in the international transport, governed by the Convention for the Unification of Certain Rules for International Carriage by Air dated of 28 May 1999 (the so-called Montreal Convention) and, further on, by the Regulation of the European Parliament and of the Council No. 2027/1997 as amended by the Regulation No. 889/2002 dated of 13 May 2002

that is based on the Montreal Convention and applies to the international as well as domestic air transport.

The Carrier is responsible to the tune of actual damage, however not more than the limit restricting its responsibility. The Carrier is not responsible for indirect or consequential damage or for lost profit. Limitation of Carrier's responsibility applies to all employees, agents and representatives of the Carrier.

2. Carrier's Responsibility for Damage during Transport of Passengers and their Luggage

- a) In case of death or injury of a passenger due to accident, the Carrier does not have any financial limit applicable to responsibility. In case of compensation to the tune of SDR 100.000,00, the Carrier will not raise objections to the arisen provable claims for redress. A part of the claim for redress exceeding SDR 100.000,00 is subject to Carrier's reservation of the right to defence and the right to prove that negligence or other fault on the part of the Carrier was not the case.
- b) In case of death or injury of a passenger, the Carrier will provide to the authorized person an advance of at least SDR 16.000,00 to cover the immediate financial needs. The advance will be provided within 15 days from determination of the person authorized to damages. The advance payment is not deemed acknowledgment of responsibility of the Carrier and, in case of subsequent payments, it will be deemed a part of the total compensation. The advance payment shall not be returned to the Carrier, unless the Carrier proves that the damage was caused by negligence, omission or other incorrect conduct by the passenger the payment relates to or unless the advance payment was received by a person not entitled thereto under the laws in force.
- c) In case of delay during transport of a passenger, the Carrier is responsible for damage to the tune of SDR 4.694,00, except the cases when the Carrier took all reasonable measures to prevent the damage or if such measures could not have been taken.
- d) In case of delay during transport of registered luggage, the Carrier shall be liable for damage to the tune of SDR 1.131,00 per one passenger, except the cases when the Carrier took all reasonable measures to prevent the damage or if such measures could not have been taken.
- e) In case of destruction, loss or damage to registered or unregistered luggage, the Carrier shall be held liable for damage to the tune of SDR 1.131,00 per one passenger, except the cases of usual wear and tear and except when the passenger's luggage has already been damaged or defective prior to the start of the journey.
- f) The above limitation of responsibility for luggage to the tune of SDR 1.131,00 applies to the registered and unregistered luggage altogether with regard to the submitted receipts.

3. Reduction of Carrier's Responsibility for Damage

- a) Carrier shall be held responsible only for the damages caused on its own line. The carrier that issued a flight ticket or checked in the luggage on the line of other carrier acts only as its agent. A passenger has the right to raise his/her claims in case of registered luggage against the first or the last carrier.
- b) Carrier shall not be responsible for damage to passenger's luggage caused by the luggage contents.
- c) Carrier shall not be responsible for damages to unregistered luggage and other items in personal custody of a passenger, unless the damage is caused by its fault or the passenger lost the opportunity to take care of his/her luggage. If the damage is caused by contributory fault of a passenger and the Carrier, the passenger and the carrier shall be held liable proportionally according to their involvement in the damage.

- d) Information about the items left on board a plane is provided in the lost and found offices at each airport. If a passenger fails to takeover the items left on board a plane within three months from the day of arrival, the Carrier reserves the right to handle them at its sole discretion and in compliance with the applicable legal regulations.
- e) Carrier shall not be liable for any damage, loss or harm caused by natural influences, death of animals or behaviour of animals, such as biting, kicking, piercing or suffocation, or by a defective casing for an animal, or animal's inability to cope with different conditions of air transport considering the mental side.
- f) Carrier shall not be held liable for damage to fragile items, objet d'art, musical instruments or perishable goods, further on for loss of money, cheques, credit cards, jewels, precious metals, medicine, keys, mobile phones, dioptric and sun glasses, video cameras, cameras and other electronic devices, marketable securities and securities or other valuables, commercial and personal documents, passports or other identification documents stored in registered luggage of a passenger, whether or not the Carrier is aware of it.
- g) If a passenger is transported whose age or mental or physical state is such that the air transport may cause him/her danger or risk the Carrier shall not be responsible for any diseases, injuries or disability, invalidity or death that may be attributed to such state, or for deterioration of such state.
- h) Indemnification of damage for failure to deliver registered luggage within 48 hours upon arrival in the country where the passenger does not have a permanent residence is limited by EUR 50.00 per one registered luggage. The same shall not apply if the passenger has been provided with an emergency package.

4. Carrier's Responsibility for Damage during Transport of Goods

- a) In case of destruction, loss, damage or delay of the goods Carrier's responsibility shall be limited to SDR 19,00 per one kilogram of the goods weight.
- b) Limitation of responsibility does not apply to air transport of goods with declared value, in which case the Carrier shall be held responsible to the tune of the given amount.

§ 23 METHOD AND CLAIMS PERIOD

1. Passenger is obliged to immediately report damage to health, to unregistered luggage and to other personal chattels to the Carrier or an agent thereof who will put down a report thereabout. In case of later damage reporting, a passenger must prove causality between the reported damage and the applicable transport. In case of serious injuries, the Carrier is obliged to reported them accordingly.
2. Passenger must claim the damage to luggage with the Carrier immediately, however not later than within 7 days. Damage to the transported goods must be claimed immediately, however not later than 14 days from their takeover. Claims resulting from liability for delay shall be raised in writing within 21 days from the day when the luggage or goods have been issued. In case of failure to deliver the goods, a claim shall be raised within 21 days from the day of issuing of the air waybill or within 7 days from the day when goods should be delivered in case, when the goods should be delivered later than on 13th day from issuing of the air waybill.

§ 24 SPECIAL PROVISIONS FOR SERVICE OF DOCUMENTS ON NOTICE

1. The carrier is obliged to deliver or to report to the passenger all information arising from legal relations of air transport carried by the Carrier. The carrier is obliged to deliver or to report to the passenger all information either by electronic mail, on electronic mail address, which is indicated for this case by passenger during the process of booking of electronic flight ticket, or by telephone, on telephone number, which is indicated for this case, by passenger during the process of booking of electronic flight ticket. The provisions of the previous sentence shall also apply to advertisements that the Carrier delivers to a passenger in accordance with the Regulation No. 261/2004 of the European Parliament and of the European Council Regulation from 11th February 2004 (e.g. notice of cancellation or re-routing of the scheduled flight) and also in accordance with generally binding legal regulations.

§ 25 PROVISION OF PERSONAL DATA

When booking, a passenger is obliged to provide the Carrier with personal data of all passengers he/she makes reservation for and which data are, when booking an electronic flight ticket, designated by the Carrier as obligatory. Concluding a transport contract, a passenger acknowledges and agrees with the provision of his/her personal data, provided to the Carrier in connection with provision of air transport, that these data, on request of the competent national authorities, especially police departments and other authority competent under the laws of general application, will be provided to these authorities. This regulation of these Detailed Transport Terms and Conditions is considered at the same time as information about the providing of data within the meaning of §108 Section No. 4 of the Act No. 404/2011 about the Stay of the Foreigners.

§ 26 FINAL PROVISIONS

These Detailed Transport Terms and Conditions form an integral part of a transport contract concluded between a passenger and the Carrier. The transport contract between the Carrier and a passenger as well as all relations connected therewith and resulting therefrom shall be governed by laws of the Slovak Republic. In case of any doubt connected with translations of these detailed transport terms and conditions, their approved Slovak version shall apply. All provisions of these Detailed Transport Terms and Conditions should be interpreted and applied in accordance with the Regulation No. 261/2004 of the European Parliament and of the European Council from 11th February 2004, by which the common rules on compensation and assistance to passengers, in case of denied boarding, cancellation or delay of the flights, are established and which repealing the Regulation (EEC) No. 295/91 in valid and effective form.

These Detailed Transport Terms and Conditions shall become effective on the day of approval by the Ministry of Transport and Construction of the Slovak Republic.

On 14th July 2020, the Detailed Transport Terms and Conditions approved by the Ministry of Transport, Construction and Regional Development of the Slovak Republic on 10th May 2016, shall expire.

In Bratislava, 1st March 2012

Annex 1 Information for Passengers whose flight is cancelled**Compensation shall apply under the following terms and conditions:**

- in the event that scheduled flight operated by AirExplore, s.r.o. is cancelled and with one seat booked at least,
- for departures from an airport located in the territory of a Member State or for departures from an airport located in a third country to an airport situated in the territory of a Member State,
- have a confirmed reservation on the flight concerned and present themselves for check-in at the time indicated in advance,
- for passengers with an electronic flight ticket travelling at a public available fare.

Compensation if the flight or the reservation are cancelled or in case of re-routing:

| | | |
|---|---|---|
| All flights of 1500 km or less | All intra-Community flights of more than 1500 km and for all other flights between 1500 and 3500 km | All other than intra-Community flights of more than 3500 km |
| EUR 250.00 | EUR 400.00 | EUR 600.00 |
| If a passenger is re-routed to the final destination with total delay up to 2h beyond its scheduled time of arrival | If a passenger is re-routed to the final destination with total delay up to 3h beyond its scheduled time of arrival | If a passenger is re-routed to the final destination with total delay up to 4h beyond its scheduled time of arrival |
| EUR 125.00 | EUR 200.00 | EUR 300.00 |

Notice:

This compensation is not provided if passenger has been informed of a flight cancellation not later than:

- 2 weeks before the scheduled time of departure or
- in a period of 2 weeks up to seven days in case of scheduled time of departure and, at the same time, in case of re-routing with departure not later than 2 hours and with arrival not later than 4 hours against the original routing or
- in a period less than 7 days before the scheduled time of departure and, at the same time, in case of re-routing with departure not later than 1 hour and with arrival not later than 2 hours against the original routing.

Right to reimbursement or re-routing:

Passengers shall be offered the choice between:

- reimbursement of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant,
 - a return flight to the first point of departure, at the earliest opportunity;
- re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
- re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

Right to care:

Passengers shall be offered free of charge:

- meals and refreshments in a reasonable relation to the waiting time,
- in addition, two telephone calls, telex or fax messages, or e-mails provision of phone calls at charge of AirExplore s.r.o.,
- hotel accommodation in cases when it becomes necessary and transport between the airport and place of accommodation.

Attention:

The Carrier shall not be responsible for damages caused to passengers, if such operational irregularity occurred as a result of extraordinary circumstances. Such circumstances may arise in the following cases especially:

- political instability, war conflict or war cloud,
- unfavourable weather conditions incompatibility with flight safety,
- safety hazards (e.g. extraordinary safety procedures for passengers and luggage),
- unforeseen danger to the flight safety,

- *industrial action outside own airline.*

Annex 2 **Information for Passengers – Volunteers who agreed to give up their seats**

When the Carrier reasonably expects to deny boarding on a flight, it shall first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger and the operating air carrier.

Mentioned benefits (listed in paragraph “Right to reimbursement or re-routing” below) shall apply to passengers only if following conditions are met:

- for departures from an airport located in the territory of a Member State or for departures from an airport located in a third country to an airport situated in the territory of a Member State,
- have a confirmed reservation on the flight concerned and present themselves for check-in at the time indicated in advance,
- for passengers with an electronic flight ticket travelling at a public available fare,
- apply on flights which are operated by AirExplore s.r.o.

Right to reimbursement or re-routing:

Passengers shall be offered the choice between:

- (a) – reimbursement of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant,
 - a return flight to the first point of departure, at the earliest opportunity;
- (b) – re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
- (c) – re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

Attention:

The Carrier shall not be responsible for damages caused to passengers, if such operational irregularity occurred as a result of extraordinary circumstances. Such circumstances may arise in the following cases especially:

- *political instability, war conflict or war cloud,*
- *unfavourable weather conditions incompatibility with flight safety,*
- *safety hazards (e.g. extraordinary safety procedures for passengers and luggage),*
- *unforeseen danger to the flight safety,*
- *industrial action outside own airline.*

Annex 3 Information for Passengers whose boarding is denied against their will

Compensation shall apply under the following terms and conditions:

- for departures from an airport located in the territory of a Member State or for departures from an airport located in a third country to an airport situated in the territory of a Member State,
- have a confirmed reservation on the flight concerned and present themselves for check-in at the time indicated in advance,
- for passengers with an electronic flight ticket travelling at a public available fare,
- apply on flights which are operated by AirExplore, s.r.o.

Compensation in case of flight or reservation cancellation or in case of re-routing:

| | | |
|--------------------------------|---|---|
| All flights of 1500 km or less | All intra-Community flights of more than 1500 km and for all other flights between 1500 and 3500 km | All other than intra-Community flights of more than 3500 km |
| EUR 250.00 | EUR 400.00 | EUR 600.00 |

| | | |
|---|---|---|
| If a passenger is re-routed to the final destination with total delay up to 2h beyond its scheduled time of arrival | If a passenger is re-routed to the final destination with total delay up to 3h beyond its scheduled time of arrival | If a passenger is re-routed to the final destination with total delay up to 4h beyond its scheduled time of arrival |
| EUR 125.00 | EUR 200.00 | EUR 300.00 |

Right to reimbursement or re-routing:

Passengers shall be offered the choice between:

- (a) – reimbursement of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant,
 - a return flight to the first point of departure, at the earliest opportunity;
- (b) – re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
- (c) – re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

Right to care:

Passengers shall be offered free of charge:

- meals and refreshments in a reasonable relation to the waiting time,
- in addition, two telephone calls, telex or fax messages, or e-mails provision of phone calls at charge of AirExplore s.r.o.,
- hotel accommodation in cases when it becomes necessary and transport between the airport and place of accommodation.

Attention:

The Carrier shall not be responsible for damages caused to passengers, if such operational irregularity occurred as a result of extraordinary circumstances. Such circumstances may arise in the following cases especially:

- *political instability, war conflict or war cloud,*
- *unfavourable weather conditions incompatibility with flight safety,*
- *safety hazards (e.g. extraordinary safety procedures for passengers and luggage),*
- *unforeseen danger to the flight safety,*

- *industrial action outside own airline.*

Annex 4 **Information for Passengers whose flight is delayed beyond its scheduled time of departure**

Compensation shall apply under the following terms and conditions:

- for departures from an airport located in the territory of a Member State or for departures from an airport located in a third country to an airport situated in the territory of a Member State,
- have a confirmed reservation on the flight concerned and present themselves for check-in at the time indicated in advance,
- for passengers with an electronic flight ticket travelling at a public available fare,
- apply on flights which are operated by AirExplore s.r.o.

When the Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:

- for two hours or more in the case of flights of 1500 km or less; or
- for three hours or more in the case of all intra-Community flights of more than 1500 km and of all other flights between 1500 and 3500 km; or
- for four hours or more in case flights of more than 3 500 km,

the passengers shall be offered free of charge:

- meals and refreshments in a reasonable relation to the waiting time,
- in addition, two telephone calls, telex or fax messages, or e-mails provision of phone calls at charge of AirExplore s.r.o.,

When the Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:

- at least the day after the time of departure previously announced,

passengers shall be offered free of charge:

- hotel accommodation in cases when it becomes necessary and transport between the airport and place of accommodation.

When the Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:

- at least five hours after the time of departure previously announced,

passengers shall be offered free of charge:

Right to reimbursement or re-routing:

Passengers shall be offered the choice between:

- reimbursement of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant,
- a return flight to the first point of departure, at the earliest opportunity;

Attention:

The Carrier shall not be responsible for damages caused to passengers, if such operational irregularity occurred as a result of extraordinary circumstances. Such circumstances may arise in the following cases especially:

- *political instability, war conflict or war cloud,*
- *unfavourable weather conditions incompatibility with flight safety,*
- *safety hazards (e.g. extraordinary safety procedures for passengers and luggage),*

- *unforeseen danger to the flight safety,*
- *industrial action outside own airline.*

Annex 5 Procedure when claiming delayed (lost), damaged or pilfered Luggage

We would like to apologize you for any inconvenience caused this and recently we kindly ask you to follow the instructions below.

I. CHECKED-IN LUGGAGE

- means luggage submitted through check-in and identified by a luggage ticket and identification number

Claims of DAMAGED Luggage

“Damage” means physical damage to baggage and/or its contents.

When you received your checked luggage and find out that is damaged, contact Lost&Found Office at the airport immediately and ask for issuing of PIR (Property Irregularity Report).

Passengers have to make their damaged claim at the airport within 7 days of their arrival. Luggage must be presented at the Lost & Found Office. The damaged bag must be available for inspection.

The airport will check if a limited release tag was issued for the damaged baggage at the station of departure. They will inspect the damaged baggage in the presence of the passenger and report it on the property irregularity report (PIR) to the passenger. The airport will sign the report as well as the passenger. Every report must include the brand of damaged luggage, baggage tag number and the baggage weight.

Passengers advised following documents to be sent to address of AirExplore, s.r.o.Claims Department:

1. Application form for compensation of damaged/lost/delayed baggage
2. Original (copy) of the boarding pass + luggage ticket (original)
3. PIR
4. Confirmation that luggage could/could not be repaired issued by repairing store
5. A purchase bill proving value of the luggage and the age of the damaged luggage

Claims of PILFERED Luggage

Passengers have to make their pilfered claim at the airport on the day of arrival only. After the date of arrival AirExplore, s.r.o.will not accept any claims regarding pilfered baggage. Any exceptions can be made only if AirExplore, s.r.o.Claims Department advise otherwise.

When you received your checked luggage and find out that is pilfered, contact Lost&Found Office at the airport immediately and ask for issuing of PIR (Property Irregularity Report).

The airport will report pilferage on the property irregularity report (PIR) to the passenger. The airport will sign the report as well as the passenger. Every report must include the brand of pilfered luggage, baggage tag number and the baggage weight.

Passengers advised following documents to be sent to address of AirExplore, s.r.o.Claims Department:

1. Application form for compensation of damaged/lost/delayed baggage
2. Original (copy) of the boarding pass + luggage ticket (original)
3. PIR

Claims of DELAYED or LOST Luggage

„Delay” means a piece (or pieces) of baggage which fails to arrive at the airport of destination on the same flight as the passenger, and is subsequently delivered to the passenger.

„Loss” means a piece (or pieces) of baggage which is irretrievably lost.

The responsibility for tracing action, information to passengers concerned of the progress of such tracing, prompt delivery of baggage eventually recovered, as well as fulfillment of all administrative procedures, remains with the station which issued PIR.

In case of partial loss of checked baggage, all remaining checked baggage must be weighed in order to ascertain the weight of the missing part. In case of partial loss of contents, please itemize all articles reported missing and indicate estimated value.

Passengers advised following documents to be sent to address of AirExplore, s.r.o.Claims Department:

1. Application form for compensation of damaged/lost/delayed baggage
2. Original (copy) of the boarding pass + luggage ticket (original)
3. PIR
4. List of basic items purchased in the destination + purchasing documents

The passenger is entitled to be paid compensation for basic expenses (EUR 50.00). The EUR 50.00 stand for the luggage up to the maximum weight given in the electronic flight ticket (Example: If the client has 5 pieces of luggage with total weight given in the electronic flight ticket he/she will be provided with compensation of EUR 50.00 not EUR 250.00). If the passenger does not receive the luggage for more than 24 hours he/she may buy necessary items, the purchase of which shall be supported by receipts.

ONE-TIME ALLOWANCE OF EUR 50.00 IS REIMBURSED ACCORDING RECEIVED APPLICATION FORM FOR COMPENSATION OF DAMAGED/LOST/DELAYED BAGGAGE

Exception to this rule is undelivered baby carriage and sunshades; compensation is not provided. If a passenger does not have a luggage ticket for the claimed luggage his/her report will be denied.

The client must send a written claim within 21 days from non-delivery of the luggage.

Claims of LOST Luggage

Should luggage be delayed for more than 21 days and baggage searching was finished with negative result, we kindly ask you to send us the following documents:

1. Application form for compensation of damaged/lost/delayed baggage
2. Original (copy) of the boarding pass + luggage ticket (original)
3. PIR

4. List of lost items that shall be supported by purchasing documents.

GENERAL CONDITIONS

Following records must be fill-in in the Application form for compensation of damaged/lost/delayed baggage: your name (first name and surname), permanent address, phone contacts, your bank details (number of bank account - IBAN, SWIFT codes), bank account holder name and postal address of your bank. We would like to assure you that we will do our bests to close all received files soon as possible.

Annex 6 **Air Transportation under Special Health Conditions**

PART 1 – to be filled in by VPR office/agent

1. Name:
2. Age:
3. Sex: male – female
4. Address:
5. Routing: sector line date approval reference
6. Destination: hospital – spa – private address – other
Full address:
7. Ground transportation at destination: requires order of ambulance – own arrangement
8. Passenger will travel accompanied – unaccompanied. Name of accompanying person:
9. Date, validation and signature of VPR/agent employee:

PART 2 – to be filled in by physician Confidential!

10. Diagnosis including immediate prognosis:

11. Passenger can travel in sitting position – must travel in lying position
12. Passenger can-cannot ascend/descend airplane steps. Stretcher – wheelchair – bearers – ambulance – assistance at walk – escort of physician/nurse required

In case of any questions do not hesitate to contact our claims department:

AirExplore s.r.o.
Claims Department
Krajná 29
821 04 Bratislava
Slovak Republic
claims@airexplore.sk