

GENERAL CONDITIONS OF CARRIAGE

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ARTICLE I : DEFINITIONS

Terms used in these Conditions of Carriage shall have the following meanings: Inter-company agreements (named IIA and MIA) of the INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) indicates the reference texts amending certain provisions regarding the responsibility of the air carrier, signed October 31, 1995 in Kuala Lumpur (IIA) and April 3, 1996 in Montreal (MIA), and applicable by members of the International Air Transport Association (IATA View) since April 1 1997, and that are within the legal framework of international texts on the Carrier (designated below by "Warsaw Convention" or "Convention"), and the Chicago Convention of December 7 1944 and its Annexes, particularly Annexes 9, 17 and 18.

"Air Carriage" (or "Air Travel")

Means the carriage of a Passenger and their Baggage by an aircraft, as defined by the applicable Convention.

"Air Transport"

Means, as defined herein, all flight, from boarding to landing operations, as defined in Article 17 of the Convention.

"Agreed Stopping Place" (or "Stopover")

Means a stop scheduled by the Passenger during their journey, at a stopover located between the departure point and the arrival point, as shown on the Ticket or in the Schedules.

"Airline Designator Code"

Means the code issued by the IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown on the Ticket in combination with the flight number

"Authorized Agent"

Means an individual or legal entity that is authorized by the Carrier to represent the Carrier in the sale of air carriage tickets for its services or for the services of another Carrier if said agent is so authorized.

"Baggage"

Means the effects and other personal items that accompany Passengers during their journey. Except as otherwise provided for, this term includes both Checked Baggage and Unchecked Baggage.



"Baggage Check"

Means the portion of the Baggage Identification Form issued to the Passenger by the Carrier, relating to the carriage of Checked Baggage.

"Baggage Identification Form"

Means a tag issued by the Carrier for the sole purpose of identifying Checked Baggage and that includes a portion that is affixed to the Baggage ("Baggage Tag") and another portion that is issued to the Passenger for the identification of said Baggage ("Baggage Check").

"Baggage Tag"

Means the part of the Baggage Identification Form attached to Checked Baggage.

"Beneficiary" (see "Person Entitled to Compensation")

**"Cabin Baggage" (see "Unchecked Baggage")
Carrier (air)**

Means the airline that issued the ticket, and all airlines whose code name appears on the Passenger Ticket or on a Conjunction Ticket.

"Community Air Carrier"

Means an Air Carrier that holds a valid operating license issued by a Member State of the European Union, in accordance with the provisions of Council Regulation (EEC) No 2407/92 of 23 July 1992.

"Conjunction Ticket"

Means a Ticket the issue of which is rendered necessary because of the large number of coupons for a primary Ticket, which together constitute a single Contract of Carriage.

"Contract of Carriage"

Means the declarations and provisions appearing on the Ticket, identified as such and incorporating these General Conditions of Carriage as well as notices to Passengers.

"Convention"

Means, as applicable:

(a) the Convention for the Unification of Certain Rules Relating to International Carriage by



Air, signed in Warsaw on 12 October 1929.

(b) the Hague Protocol of 28 September 1955, which amended the Warsaw Convention.

(c) the Guadalajara Supplementary Convention, of 18 September 1961.

(d) the Montreal Protocols 1, 2 and 4 (1975), which amended the Warsaw Convention.

(e) the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

"Coupon"

Means a paper Flight Coupon or an Electronic Coupon, each of which bears the name of the Passenger who is to take the flight identified on the Coupon.

"Damage"

Includes the harm that arises in the event of death or bodily injury that a Passenger may suffer or that results from a delay, total or partial loss, or any other harm arising due to Air Carriage, as defined below, or that is in direct connection therewith.

"Days"

Means the calendar days that include the seven days of the week, it being understood that in the event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a Ticket, the date of Ticket issue or the flight departure date are not counted.

"Electronic Ticket"

Means the Ticket saved by the Carrier or at its request by a computerized reservation system and that is evidenced by the Travel Memo (also called the "Itinerary and Receipt"), the electronic Flight Coupon or any other document that has the same value, issued by the Carrier or an Authorized Agent.

"Flight Coupon"

Means the portion of the Ticket identified as being "valid for carriage" or, for Electronic Tickets, the Electronic Coupon that shows the exact points between which the Passenger must be carried.

"Electronic Coupon"

Means an electronic Flight Coupon or any other document that has the same value, which is stored in a digital format in the Carrier's computerized reservation system.



"Internal Flight" or "Domestic Flight"

Means any flight for which the departure and arrival town are within the same State, within territorial continuity.

"International Agreements (IIA and MIA) of the International Air Transport Association (IATA)"

Means the inter-carrier agreements on the liability of air carriers, signed on 31 October 1995 in Kuala Lumpur (IIA) and on 3 April 1996 in Montreal (MIA), which are applicable by carriers that have been members of the International Air Transport Association (see IATA) since 1 April 1997, and which are included in the legal scope of the international sources of law on carrier liability referred to under points (a) to (d) of the term "Convention" defined below.

"International Flight"

Means, as defined by the Convention, any flight for which the departure point and arrival point and, possibly, the stopover point, are located on the territory of at least two States that are parties to the Convention, notwithstanding stopovers or aircraft changes, or within a single State if a stopover is scheduled in another State, regardless of whether said other State is or is not party to the Convention.

"Itinerary and Receipt" (see "Travel Memo")

"Passenger(s)"

Means any person who is in possession of a Ticket, except members of the crew, who is carried or to be carried by plane.

"Passenger with Reduced Mobility"

Means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotor, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all Passengers.

"Passenger Coupon" or "Passenger Receipt"

Means the portion of the Ticket, issued by the Carrier or in its name, which is identified as such and must be retained by the Passenger.



"Person Entitled to Compensation"

Means the Passenger or any person who can claim compensation on behalf of said Passenger, in accordance with the applicable law.

"Security Object"

Means any object which, for reasons of safety or security cannot be transported in accordance with regulations and legislation.

"Special Drawing Right (SDR)"

Means a unit of account of the International Monetary Fund (IMF) the value of which is periodically defined by the IMF, on the basis of the listed prices of several reference currencies.

"Stopovers"

Means the points, with the exception of the points of departure and arrival, shown on the Ticket or mentioned in the Schedules as stopovers planned on the Passenger's itinerary.

"Tariffs"

Means the prices, costs, sales and Conditions of Carriage filed by a Carrier with the governments of Canada or the United States or any other government that would require. Rates include taxes, when the law requires.

"Ticket"

Means a valid document that establishes the right to Carriage, in the form of an "individual or group travel voucher", or by equivalent means in a paperless form, which is issued or authorized by the Air Carrier or its Authorized Agent, which may be completed by a Baggage Identification Form for Checked Baggage. The Ticket evidences the Contract of Carriage and, therefore, incorporates these General Conditions of Carriage. It includes notices to passengers, as stipulated in the Convention.

"Travel Memo" or "Itinerary and Receipt"

Means one or more documents that the Carrier issues to the Passenger, that confirm(s) the issue of an Electronic Ticket and that bear(s) their name, information on the flight and notices to Passengers.



"Unchecked Baggage" or "Cabin Baggage"

Means all Baggage other than Checked Baggage. This Baggage remains in the custody of the Passenger.

ARTICLE II : SCOPE APPLICATION

1. General Provisions

- (a) Subject to the provisions of paragraphs 2, 3 and 4 of the present Article, the present Conditions of Carriage apply to all flights, or portions of flights, for which a CHALAIR flight number appears on the Ticket or on the corresponding Coupon.
- (b) These General Conditions of Carriage also apply to free or reduced-fare carriage, except as otherwise provided for in the Contract of Carriage or in any other contractual document that links Chalais to the Passenger
- (c) The present General Conditions of Carriage are established in application of the Convention and the International Agreements (IIA and MIA) of the International Air Transport Association (IATA), such as defined in Article I above.

2. Predominance of the Law

These General Conditions of Carriage are applicable to the extent that they are not contrary to the law in force or the rules governing public order, in which case, said laws or rules shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of other provision of the present Conditions.

3. Code Share

On some services, the Carrier has with other air carriers called code-sharing agreements ("Code Share"). As a result, even if the passenger holds a reservation CHALAIR and if he has a ticket in which CHALAIR is designated as the Carrier, through its code name of Carrier, the Carrier operating the flight may be different than designated on the ticket. In such cases, CHALAIR will inform the passenger prior to boarding and will let the passenger benefit from CHALAIR's General Conditions of Carriage, including the liability regime.

4. Prevalence of Conditions on Carrier's Regulations

Unless otherwise provided, in the event of any inconsistency between these Terms and any other special regulations of CHALAIR that would not have been provided to the passenger, these conditions prevail.

5. Chartering

If carriage is performed pursuant to a charter agreement, these Conditions apply only to the extent that they are attached, incorporated or referred to by reference or otherwise, in the Charter Agreement or the Ticket.

ARTICLE III : TICKETS

1. The Ticket Evidence

(a) The Carriage service is only provided to the Passenger(s) whose name is on the Ticket. The Carrier reserves the right to check the identity documents of these Passengers. Passengers must therefore be able to provide the Carrier with proof of their identity, as well as the identity of those for whom they are responsible, at any time during their journey.

(b) A Ticket may not be transferred, subject to the applicable regulations in force. If a person other than the person who is to travel presents a Ticket for carriage or refund purposes, the Carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Ticket.

(c) As the Ticket is subject to mandatory formal conditions, the Ticket shall at all times remain the property of the issuing Carrier.

(d) With the exception of Electronic Tickets, Passengers may only be carried if they are able to present a valid Ticket that contains the corresponding Coupon for the flight in question and all other unused Coupons, as well as the Passenger Coupon. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or one of its Authorized Agents shall not be valid for carriage. For Electronic Tickets, Passengers must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket has been issued in their name.

(e) In the event of the loss of or damage to all or part of the Ticket or non-presentation of a Ticket containing the Passenger Coupon and all the unused Flight Coupons, the Carrier shall replace all or part of said Ticket on the request of the Passenger. This replacement will be in the form of a newly-issued Ticket, provided that when the request is made, the Carrier has proof that a valid Ticket was issued for the flight(s) in question.

The Carrier that reissues the Ticket shall charge the Passenger Administration Fees for reissuing their Ticket, unless the loss or damage has been caused by the Carrier or its Authorized Agent.

If the proof mentioned above is not provided by the Passenger, the Carrier reissuing the Ticket may require the Passenger to pay administrative fees for the replacement Ticket.

(f) If a Passenger benefits from a fare reduction or a Fare that is subject to specific conditions, the Passenger must be able, at all times during their journey, to provide the Carrier's officials

or agents with appropriate supporting documents justifying the granting of this specific Fare, and to prove the validity thereof.

2. Validity Period

(a) Unless otherwise provided for on the Ticket or in these General Conditions of Carriage, and except for Fares that affect the validity period of a Ticket, as stated to the Passenger when buying the Ticket or on the Ticket itself, a Ticket is valid for carriage:

- for one year, as from the date of issue thereof, or
- for one year, as from the date of use of the first Coupon, if such use occurs within one year of the date on which the Ticket is issued.

(b) If a Passenger in possession of a valid Ticket is unable to travel during the validity period of their Ticket because, when the Passenger requests a Reservation on a flight, the Carrier is not in a position to confirm the Reservation requested by the Passenger:

- either the validity of said Ticket shall be extended,
- or the Gross Fare for the Ticket will be refunded, under the conditions provided for in Article X below.

(c) If, after having started their journey, a Passenger is prevented, for health reasons, from continuing their journey during the validity period of the Ticket, the Carrier may extend the validity of the Ticket until the date on which the Passenger is once again in a position to travel or until the date of the first available flight, upon presentation of an appropriate medical certificate stating the health reasons that prevented the Passenger from continuing their journey. Said extension shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Fare initially paid. If the unused Flight Coupons contain one or more agreed stopping places, the validity of the Ticket may be extended by three months at the most, from the date shown on the medical certificate submitted. Similarly, in the case of a disabled passenger traveling with someone, the Carrier will extend Ticket validity of the immediate family members accompanying the Passenger.

(d) In the event of the death of a Passenger during a journey, the Tickets of the persons who are accompanying the deceased Passenger may be changed, either by waiving any minimum stay requirements or by extending the validity period of said Tickets. In the event of the death of an immediate family member of a Passenger whose journey has started, the validity of their Tickets and of those of the members of their immediate family travelling with them may be changed in the same way. Any change mentioned above may only be made after receipt of a valid death certificate. Any extension may not exceed forty-five (45) days from the date of death.

3. Flight Coupon Order of Use

(a) Ticket is valid only for the transportation as shown, from the place of departure to destination, via any scheduled stopover as planned at the time of purchase. The price that the passenger has paid corresponds to the route shown on the Ticket and is part of the contract of carriage concluded between the Carrier and the Passenger. The Ticket will not be honored and will lose its validity if the Coupons are not used in their transmission order.



(b) Each Flight Coupon is valid for carriage in the class specified on it, on the date and flight for which reservation has been made. In case of Coupon issued without reservation, any reservation can be made in accordance with the terms of the tariff in question and within the limits of seat availability on the flight requested.

(c) In the event that the use by the passenger of his ticket followed a different route than that shown on it and lead to a price difference, the Carrier may at any time adjust the amount due by the Passenger to the new applicable tariff.

4. Identification of the Carrier

The Carrier's identification may be shown as an abbreviation on the Ticket, using its Designator Code or under any other form. The address of the carrier is considered to be the airport of departure shown opposite the name of the carrier contained in the "Carrier" box of the Ticket, or in the case of e-ticketing, as described in the first section of the Carrier in the Itinerary Receipt (or Travel Memo).

ARTICLE IV : FARES AND TAXES

1. General

Except as otherwise provided for, Fares apply solely to carriage from the airport at the point of departure to the airport at the point of arrival. Fares do not include ground carriage between airports or between airports and town terminals, unless insured by the Carrier without additional cost.

5. Applicable Fares

Except as otherwise mentioned in paragraph 4 below, applicable fares are those in effect on the date of issuance of the Ticket. Any change by the Passenger in itinerary or journey date may have an impact on the applicable Fare.

6. Routes

Unless otherwise provided in the regulations of the Carrier, which the passenger can have access to, Fares apply only to matching routes. If there are multiple routes for which the same rate applies, the Passenger may specify, before Ticket issue, the route he wants to borrow. If no route is specified, the Carrier may itself determine the route.

7. Fees and taxes and charges

All fees, taxes or charges imposed by governments, by any other authorities or by the airport operator and relative to the Passenger or to use of any service or means used by him, are charged in addition to fares and related charges and shall be paid by the passenger, unless otherwise specified. They are included in the fare, unless the carrier has not been informed sufficiently in advance or if their amount is too variable to be included as part of the tariff.

8. Payment Currency

Fares and taxes are payable in any currency accepted by the Carrier at exchange rates determined by the Carrier at the time of Ticket issuance.

ARTICLE V : RESERVATIONS

1. Reservation Requirements

- (a) Reservations are not confirmed until they are accepted as such and registered by the Carrier or its Authorized Agent.
- (b) Certain fares have conditions which limit or exclude the right of the passenger to change or cancel bookings.

2. Deadline for Ticket issuance

If a Passenger has not paid for his Ticket (or settled a credit agreement with the Carrier) before the date of issuance of the Ticket, the Carrier may cancel the Reservation and the seat may be allocated to another Passenger.

3. Personal Data

The Passenger recognizes that personal data has been given to the Carrier, in order to make a reservation for a carriage, to obtain ancillary services, to provide various services, to facilitate immigration procedures and entry into the country, and that this data may be disclosed to government authorities for purposes related exclusively to the journey of the Passenger and subject to applicable laws.

Accordingly, the Passenger authorizes the Carrier to hold such data and to transmit it to its own offices, its authorized agents, to government authorities and other carriers or service providers as mentioned above, regardless of the country where the latter are located.



4. Seat Allocation

The Carrier shall make reasonable efforts to meet seat allocation requests, but cannot guarantee the allocation of a given seat, even if the Reservation is confirmed for said seat. The Carrier reserves the right to change the seat allocation at any time.

5. Cancellation fees for unoccupied seat

Except for trips whose rates are non-refundable, application fee of reasonable amount may be charged to the passenger if he would not honor the reservation.

6. Re-confirmation of bookings

Reservations for onward or return flights may be subject to re-confirmation, within certain deadlines. The Carrier shall inform the Passenger if it requires re-confirmation. However, the Passenger must check whether other carriers may be involved in the trip and if they have identical requirements for the course they provide. Failure to comply with these provisions may result in cancellation of onward or return bookings.

7. Cancellation of reservations on onward or return flight

If a passenger does not use his reservation, his onward or return reservations may be canceled by the Carrier.

ARTICLE VI : CHECK-IN and BOARDING

- 1.** Passengers must imperatively comply with Check-In Deadlines, specified by the Carrier and appearing on the Ticket, in order to comply with administrative requirements and departure procedures for him and his luggage.
- 2.** Passengers must be present at the boarding gate prior to the boarding time specified by the Carrier.
- 3.** If the passenger fails to arrive in time to the Carrier's check-in counter, or at Boarding Gate, or comes with a travel document that does not match the travel concerned or is therefore not able to travel, including pursuant to Article XIII below, the Carrier may cancel his seat and dispose of it.

4. The Carrier may not be held liable in any way, in particular for any loss, damage or disbursement, if a Passenger has not complied with the conditions of this article.

ARTICLE VII : REFUSAL and LIMITATION OF CARRIAGE

a) Right to Refuse Carriage

At any boarding and/or connection point, the Carrier may refuse to transport a Passenger and their Baggage, if prior written notice has been sent to the passenger that the Carrier no longer wanted to transport him, or if one or more of the following cases has occurred or is likely to occur:

- (a) Passenger has not complied with applicable laws and regulations, as well as with the instructions of the Carrier or has failed to provide proof of his identity;
- (b) The carriage of the Passenger and/or of his Baggage may endanger security, health, comfort or good order on board the aircraft and amongst other passengers and/or crew;
- (c) Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to himself, other Passengers, the crew or property;
- (d) Passenger requires special assistance of the Carrier but failed to request it in advance;
- (e) Passenger has compromised security, order and/or discipline during a previous flight and the Carrier has reason to believe that such conduct may be repeated;
- (f) Passenger has refused to undergo the security checks as outlined, in particular, in Articles VIII/5 and XIII/6 below;
- (g) Passenger (or the person who paid for the Ticket) has not paid the Gross Fare in force and/or the applicable Issue Fees and/or Taxes, and/or credit agreements have not been concluded between Carrier and Passenger;
- (h) Passenger does not appear to be in possession of valid travel documents, has sought to illegally enter a territory during transit, has destroyed his travel documents during the flight, or has refused to allow copies thereof to be made and kept by the Carrier, or the Passenger's travel documents are expired, incomplete in light of the regulations in force, or fraudulent (identity theft, forgery or counterfeiting of documents);
- (i) The Ticket presented by the Passenger:
 - (I) was acquired fraudulently or purchased from an organization other than the Carrier or its Authorized Agent, or
 - (II) has been reported as a stolen or lost document, or
 - (III) has been forged or counterfeited, or
 - (IV) has a Flight Coupon that has been damaged or modified by someone other than the Carrier or its Authorized Agent.

In such cases, the Carrier reserves the right to retain such Ticket;

- (j) In case Passenger is not in a position to prove that he is the person referred to in the "Passenger name" box on the Ticket, the Carrier reserves the right to keep the Ticket and inform local authorities of the presence of the Passenger;
- (k) Passenger has not used their flight coupons in the order of the Ticket;
- (l) Passenger has been guilty of one or more acts or omissions as described above.

2. Special Assistance

- (a) The carriage of unaccompanied children, Passengers with Reduced Mobility, pregnant women and persons with illnesses or any other person who requires special assistance may be subject to special conditions and is subject to the prior consent of the Carrier.
- (b) Passengers with Reduced Mobility disabilities, who have advised the Carrier of their disability or of their special need of assistance when purchasing their Ticket and have been accepted by the Carrier, may not be denied boarding because of their disability or special need. In any other case, the Carrier is not liable, except otherwise provided by applicable law.
- (c) If a Passenger requires a special meal available from the Carrier, he must enquire as to the availability thereof when making the Reservation (or changing a Reservation) or within the time limits published by the Carrier. Otherwise, the Carrier cannot guarantee the presence of said special meal on board the flight in question.

The specific conditions referred to in paragraph 2 above are not part of the Contract of Carriage and must be considered as Ancillary Services, as defined in Article XII below.

Also, if corresponding requests, in the cases referred to in (a) and (b) above, are made at the time of the check-in, the Carrier is not liable if it cannot or could not satisfy them, and may even refuse boarding the Passenger concerned.

ARTICLE VIII : BAGGAGE

1. Free Baggage Allowance

Passengers may carry Baggage allowance in accordance with, and subject to the conditions and limits set out in these Conditions of Carriage, available on request from the Carrier and its Authorized agents.

2 Excess Baggage

Accepted checked baggage in the hold must not exceed certain size and weight. Beyond a certain allowance, Passenger will be asked to pay a surcharge.

The conditions for the payment of excess baggage are available upon request at the point of sale of the Carrier and its Authorized agents.

3 Prohibited Items

Passenger must not place in his baggage:

- (a) Items that do not constitute Baggage as defined in Article I of these Terms;
- (b) Items that could pose a danger to the aircraft or persons or property on board as those specified in the Hazardous Materials Regulations of the Organization of International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and the regulations of the Carrier, available on request;
- (c) Any items for which carriage is prohibited or restricted by the applicable regulations and the laws in force in any departure, arrival or transit State or State over which the aircraft flies;
- (d) Items that the Carrier believes that weight, size or character make unsuitable for carriage;
- (e) Live animals, except pets and provided the conditions in paragraph 10 of this Article are met;
- (f) Fragile or perishable items, money, funds, jewelry, works of art, precious metals, silverware, securities or other valuables, expensive clothing, or optical cameras, computers, tablets, hardware or electronics or telecommunications, musical instruments, passports and identity documents, keys, samples, business papers, manuscripts or securities or individualized fungible, etc ... It is recalled that, subject to applicable law, Passengers are advised not to include medications in checked baggage.
- (g) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as Checked Baggage, must be unloaded and suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (b) above;
- (h) If the items mentioned in subparagraphs (a) to (g) of this paragraph should be transported, their carriage as Baggage being prohibited or not, their transportation will be subject to the limitations of liability and provisions of the present Conditions of Carriage applicable to the carriage of Baggage.

4. Right to Refuse to Carry Baggage

- (a) At any boarding point or intermediary point, the Carrier may refuse to carry as Baggage any prohibited item carriage as listed in paragraph 3 of this Article, and may also refuse further carriage of such items, if it comes to discover them.
- (b) The Carrier may refuse to carry as Baggage any item because of its size, its shape, weight, content or nature, or for reasons of exploitation, safety / security or to preserve the comfort and convenience of the passengers or crew.

5. Right of Search

For safety / security reasons, the Carrier may request the passenger and/or its baggage to undergo

a search or any control using X-rays or another technique.

If the passenger is not present or available, his Baggage may be searched in his absence to determine whether he has, or its Baggage contains items referred to in paragraph 3 above, or any weapon or munition which has not been presented to the Carrier pursuant to paragraph 3

(g) above.

If the passenger refuses to comply with such requests, the Carrier may refuse to transport him and/or his luggage. If these checks damage the Baggage and content or cause damage to the passenger, the Carrier is not liable, except in cases of misconduct or negligence.

6. Checked Baggage

- (a) When the Carrier takes custody of a checked baggage, it issues and delivers to the Passenger a Baggage Identification Tag for each piece of Checked Baggage.
- (b) If the Carrier determines that the packaging of luggage is inadequate, fails or is in poor condition, he may reject the baggage.
- (c) Passengers must affix their name to their Checked Baggage before they can be accepted by the Carrier.
- (d) Checked Baggage will, to the extent possible, be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight. In this case, the Carrier will deliver the Baggage to the Passenger, unless the applicable regulations require the Passenger to be present for a customs inspection.

7. Unchecked baggage

The Carrier may impose a limit number and maximum dimensions for Baggage which the passenger carries in cabin.

- (a) Baggage that Passenger takes in the cabin must be placed under the seat in front of him or in compartment provided for this purpose. The objects defined by the Carrier as over-weight and/or over-size, safety critical or difficult to store cannot be accepted in the cabin and must be transported as checked baggage.
- (b) Items which are to be transported in the hold (such as delicate musical instruments (or other) and that do not comply with the provisions of (a) above, may only be accepted for carriage in the cabin compartment if the Carrier has been duly notified in advance and granted leave. Transport of such items may be subject to a surcharge.

8. Declaration of value and levy of additional fees

- (a) If the Carrier offers this possibility, the Passenger may declare for his baggage a value greater than the limit of liability specified in the Convention. In this case, the passenger may be charged additional fees for it, at rates fixed by the Carrier and available on demand.
- (b) The Carrier will refuse such written declaration of value, if one portion of the transport is performed by another carrier that does not offer such a possibility.

9. Collection and Delivery of Baggage

- (a) Passenger must collect his Baggage as soon as it is made available at destination or Stopover. If he fails to do so within a reasonable time, the Carrier may charge additional fees for storage expenses. If passenger does not collect Baggage within three months of their availability, the Carrier may dispose of it without any liability to the passenger.
- (b) Only the bearer of the Baggage Check and of the Baggage Identification Tag delivered to the Passenger at the time of registration of luggage, is entitled to collect the Baggage.

However, failure to submit the Luggage tag does not prevent to collect luggage, if Baggage Check is presented and if the luggage can be identified in other ways.

(c) If a person claiming Baggage is unable to produce the Baggage Check and identify the Baggage by means of Luggage tag, the Carrier will deliver the Baggage to such person only if they can prove their rights on it satisfactorily; at the request of the Carrier, such person shall furnish adequate cover to compensate the Carrier for any loss, damage or expense that might result from such a delivery.

(d) Acceptance of Baggage by the bearer of the Baggage Check without complaint from him during the delivery, constitutes a presumption that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage.

10. Pets

The carriage of Pets travelling with Passengers is subject to the Carrier's prior and explicit acceptance at the booking time.

The Carrier may agree to carry Passenger's Pet under the following conditions:

(a) Dogs, cats, and other pets must be properly placed in a appropriate kennel, and accompanied with valid documents, such as health certificates, vaccination and entry or transit permit;

(b) If accepted as Baggage, the pet and food transported in crate will not be included in the free baggage allowance and will be subject to a surcharge;

(c) Guide dogs accompanying visually impaired persons and physically disabled passengers are carried free of charge in addition to the normal free baggage allowance, in accordance with Carrier's Regulations, available on request;

(d) The Carrier assumes no responsibility for any injury, loss, delay, sickness or death of such animals where entry or transit is refused in a State or territory, as well as for damage that such animals may cause to third parties.

ARTICLE IX: SCHEDULES, DELAYS, FLIGHT CANCELLATION

1. Schedules

The Carrier will take all steps required to carry the Passenger and his Baggage without delay and according to published schedules, in effect on the date of travel.

However, the Carrier can be forced to use a substitution plane or to use the services of another carrier.

It may also be forced to change flight schedules, for reasons that are external reasons and, consequently, the schedules shown are not guaranteed.

These schedules are not an element of the Contract of Carriage.

2. Cancellation, re-routing, delays

If the Carrier cancels a flight or runs in excessive delays with respect to the schedule or does not stop at the point of voluntary stopover or at the destination of a passenger, or forces a passenger to miss a connecting flight within the limits of a single contract of carriage on

which he had a reservation, the Carrier must, in accordance with the Passenger:

- (a) carry the Passenger on another of its scheduled flights on which a seat is available, without additional charge and, where necessary, extend the validity of all the Ticket; or
- (b) re-route the passenger to the destination indicated on the ticket, in whole or in part, on its own scheduled services or the scheduled services of another carrier, or by means of surface transportation.

If the fare and charges for the revised route are lower than the refund value of the ticket, in whole or in part, the Carrier will refund the difference. If none of these solutions is accepted by the Passenger, the Carrier shall refund the Passenger, in accordance with Article X, and will have no further liability to the Passenger thereby.

3. Compensation for denied boarding due to scheduled overbooking

If, due to a scheduled overbooking, the Carrier is unable to allocate a seat to a passenger holding a confirmed booking, it will grant him compensation, under the applicable law. If more laws and regulations are applicable, the passenger will benefit from the most favorable.

ARTICLE X: REFUNDS

1. General provisions

The refund of a Ticket, in whole or part, will take place in accordance with the applicable laws and conditions defined, and in accordance with the Ticket's fare conditions, under the following conditions:

- (a) except as provided in this paragraph, the Carrier is entitled to make refund either to the person named on the Ticket or to the person who purchased the Ticket, upon presentation by the latter of satisfactory proof of such payment;
- (b) if a ticket is paid by someone other than the person whose name is on the ticket and if the carrier mentions on the ticket a restriction on refund, the Carrier shall refund to the person who purchased the Ticket, or to whoever the purchaser will appoint;
- (c) except in case of loss of the ticket, the refund is made only upon delivery to the Carrier of the Passenger Coupon or Passenger Receipt and all unused coupons;
- (d) a refund made to a person with the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and presenting himself as the person entitled to a refund pursuant to subparagraphs (a) and (b) of this paragraph, is considered a proper refund and the Carrier is discharged from liability and any further claim for refund.

2. Involuntary refund (caused by the Carrier)

If Carrier cancels a flight, do not operates a flight within the reasonable limits of the schedule, do not stop at a passenger's destination point or a programmed intermediate stop, or did miss a connecting flight on which the passenger holds a reservation, the amount of refund will be:

- (a) equivalent to the fare paid, if no portion of the Ticket has been used;

(b) at least the difference between the fare paid and the fare for the unused carriage, if part of the Ticket has been used.

The refunds referred to in this paragraph (3) shall not apply when the requirements governmental regulation or the Carrier, enforceable against the Passenger, exclude. This is particularly the case of tickets bearing the words "non-refundable".

3. Voluntary Refund (at passenger's request)

If the passenger is entitled to be reimbursed his ticket for reasons other than those mentioned in paragraph (2) above, the amount of refund will be:

(a) an amount equal to the fare paid, less any service charges and cancellation if no portion of the ticket has been used;

(b) an amount equivalent to the difference between the fare paid and the applicable fare to the course for which the ticket was used, net of administrative fees and cancellation, if part of the Ticket has been used.

The refunds referred to in this paragraph (3) shall not apply when government requirements or regulations of the Carrier, enforceable against the Passenger, exclude. This is particularly the case of tickets with the mention "non-refundable".

4. Right to refuse refund

Carrier may refuse a refund:

(a) after the expiry of the validity of the ticket;

(b) a Ticket which has been presented to him or to the authorities of a country as evidence of intention to leave that country. The refund will only be possible if the passenger provides a proof that he has permission to stay in the country or that he will leave via another carrier, or by other means of transport;

(c) if a passenger has not been admitted by the authorities of destination or of any another point of his journey, is, therefore, returned to their boarding point;

(d) in the case of a stolen transport document, falsified or counterfeited;

(e) in a currency other than that in which payment was made the Ticket;

(f) a Ticket labeled as "non-refundable".

5. Currency of Payment

(a) All refunds are made in accordance with legal or regulatory provisions in force in the country where the ticket was purchased or in the country where the refund is made. Subject to the above, the repayments are normally made in the currency payment of the ticket, but may possibly also be made in another currency, if the Carrier agrees and if the law does not prohibit it.

(b) If a refund is accepted by the Carrier in a currency other than the currency of payment, payment will be made at the exchange rate and in the manner provided by the Carrier

6. Persons entitled to refund

Refunds are made only by the carrier which originally issued the Ticket or by an authorized Agent, if so authorized by the Carrier

ARTICLE XI: BEHAVIOUR ON BOARD

1. If the Carrier believes that a passenger by his behavior on board, endanger the aircraft or any person or property, preventing the crew to perform his duties, does not submit itself to the recommendations of the crew, especially if these concern the use of tobacco, alcohol or drugs, or behaves in a way that leads or may lead, to other passengers, the crew or to any property in general discomfort to comfort or inconvenience, damage or injury, the carrier or his employees can take towards this Passenger any measures they consider necessary, including coercive measures to prevent such behavior.

The Passenger may be disembarked, be denied transportation for future travel at any point in the network and be prosecuted for crimes or wrongdoing allegedly committed on board the aircraft. In this case, the contract of carriage is considered unilaterally broken by the Passenger.

2. For security reasons, the Carrier may prohibit or limit the use on board the aircraft, electronic devices such as, without limitation, cell phones, laptops, radios, electronic games, transmission equipment, games and radio controlled items transmitters / emitters, as well as any other electronic or recording equipment.

However, hearing aids and pacemakers are not included in these categories.

ARTICLE XII: PROVISIONS FOR ADDITIONAL SERVICES

1. Subject to applicable laws, if, within the framework of a contract of carriage, the Carrier agrees to arrange measures for the supply of additional services, it will be responsible to the Passenger for defect of supply, only in case of fault which would be responsible for.

2. If the Carrier provides ground transportation services, other Conditions of Carriage may apply. They are available upon request from the Carrier.

ARTICLE XIV: SUCCESSIVE CARRIERS

The air transport can be performed by several successive Carriers under one Ticket or more tickets issued in conjunction, is considered as a single transaction, each carrier is responsible for its own part of transportation.

ARTICLE XV: LIABILITY FOR DAMAGES

1. General Considerations

The Carrier's liability will be determined by the Conditions of Carriage of the Carrier issuing the ticket, unless otherwise notified to the passenger. If the Carrier's liability is engaged, it will be under the following conditions:

(a) The Carriage performed under these Terms is subject to the liability rules of the Convention and the IATA Agreements referred to in Article I above and in Council Regulation (EEC) No 2027 of 9 October 1997 air carrier liability in case of accidents;

(b) Except in respect of social protection agencies and similar organizations, Carrier agrees to waive the liability limits set by the Convention in the event of death, wounding or other bodily injury when the accident that caused the Damage occurred on board the aircraft or during any embarkation or disembarkation.

The liability regime described below is made under the Convention and Agreement IATA as defined in Article I of these General Conditions of Carriage.

(c) To the extent that the following does not conflict with the other provisions of these Terms, and that the Convention is applicable or not.

(I) The Carrier's liability is limited to damage sustained during air transport for which its Designator Code appears on the coupon or ticket corresponding to the flight.

When the Carrier issues a ticket for a carriage service performed by another carrier, or when registering luggage on behalf of another Carrier, Carrier acts only as a representative of the latter. However, with regard to checked baggage, the passenger has the right to appeal against the first or last Carrier involved in their journey.

(II) The Carrier's liability shall not exceed the amount of proven direct Damage and the Carrier shall not be liable for indirect damage or any form of non-compensatory damages.

(III) The Carrier may in no way be held responsible for damage resulting from compliance by the Carrier with all statutory provisions (laws, regulations, requirements and provisions) or failure to comply with those provisions by the Passenger .

(IV) The Contract of Carriage, including its Conditions of Carriage and any exclusions or limitations of liability contained therein apply to and benefit the Carrier's Authorized Agents, employees, agents, representatives and the owner of the aircraft used by the Carrier, as well as agents, employees and representatives of the owner. The total amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.

(V) The Carrier assumes no liability for Damage to Unchecked Baggage unless such Damage is caused by his fault.

(VI) Except as expressly provided, none of these provisions involve a waiver of the exclusion or limitation of liability of Carrier, the owner whose aircraft is used by the latter, their servants agents, representatives or representatives in accordance with the Convention and applicable law.

2. Provisions applicable to international flights

(a) Personal injury:

(I) Carrier's liability Industry:

In accordance with Article 17 of the Convention, the Carrier is liable for damage sustained in case of death, wounding or bodily injury suffered by a passenger, if the accident which caused the damage occurred on board the aircraft or during any embarkation and disembarkation and subject to the exemptions from liability under the Montreal Convention.

(II) The Carrier shall not be liable for Damage if it provides proof that:

- The death or injury occurred result of health status, physical or mental passenger, prior to his boarding the flight.
- The Damage within the meaning of paragraph 2 has been caused in whole or part, by the negligence, an act or omission of the person claiming compensation or the person whose rights they hold, under Article 20 of the Convention from Montreal.
- The Damage is not due to negligence, a wrongful act or omission of the Carrier, its servants or agents, to the extent that the amount of Damage exceeds 100 000 DTS per Passenger according to article 21.2 of the Montreal Convention.

(III) Carrier Waiver

Carrier waives the provisions of Article 20.1 of the Convention for any claim injury from the victim or his dependents, the total amount would less than or equal to 100 000 DTS per passenger;

(IV) Amount of compensable damage:

The amount of the Carrier's liability for death, injury or bodily injury of a Passenger, as defined in subsection (a) (i) above, is not subject to any limitation and will be compensated according to evaluation of direct injury of the Passenger by agreement, by an expert or by the competent courts.

As part of these provisions, the Carrier shall compensate Passengers and beyond the amounts provided by the social contributions to which is affiliated the Passenger.

(V) The Carrier reserves all rights to remedies and subrogation against all third parties;

(VI) In the case of an air accident, as defined in Article 17 of the Convention and paragraph 2 (a) (I) of this Article and under Council Regulation (EEC) No 2027 cited above, the person identified as entitled to compensation will receive an advance enabling him to meet his

immediate needs, in proportion to the prejudice suffered material, provided that this advance will not be less than the equivalent in euro of 15 000 DTS per passenger injured in the event of death. This advance will be paid within 15 days of identification and will be deductible from the definitive amount of compensation owed to injured passenger.

(b) Delay:

(I) Characteristics of the compensable Damage:

- The delay is not in itself a source of harm; single, proven direct Damage resulting directly from a delay is compensable, to the exclusion of all consequential Damage or any form of damage other than compensatory.

The Passenger must prove the existence of the Damage that directly results from the delay.

(II) Extent of the Carrier's liability:

- The Carrier is not liable for Damage resulting from the delay if it proves that it and its representatives or agents took all necessary measures to avoid the Damage or that it was impossible to take them;

- The Carrier is not liable for Damage resulting from delay, if the delay is attributable to the passenger, or has contributed, ie if the Damage results in whole or in part, of neglect, act or omission of the person claiming compensation or the person whose rights they hold.

(c) Baggage:

In accordance with Article 17 of the Montreal Convention, the carrier is liable for damage sustained in case of destruction, loss or damage to baggage registered when the accident that caused the Damage occurred on board the aircraft or during any period during which the Carrier had custody of the checked baggage.

(I) Exemptions from Carrier's liability:

- The Carrier is not liable for Damage to Baggage of a Passenger when such damages are caused by property contained in such Baggage. If the goods contained in the luggage of a passenger is because the injury to another person or the Carrier, the Passenger must compensate the Carrier of the losses and expenses incurred thereby;

- The Carrier incurs a special responsibility, limited to the estimable real value of the object, as provided in Article 22.2 of the Convention, for damage and / or loss only on the objects listed in Article VIII / 3 above, if the Passenger made the special declaration of interest in accordance with Article VIII / 8 (a) above and paid the corresponding surcharge.

(II) Amount of compensable damage:

- For Checked Baggage and with the exception of acts or omissions done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, the Carrier's liability in the event of Damage is limited to 17 DTS/ kg, unless another limit of liability is applicable under the laws and regulations. If the weight of the luggage is not indicated on the Baggage, the total weight of checked Baggage did not exceed the free baggage allowance for the class of carriage concerned, as specified by the Carrier to the Passenger. If a higher value is declared in accordance with paragraph 8 (a) of Article VIII, the Carrier's liability will be limited

to the value reported unless it can prove that this value is greater than the interest actual passenger upon delivery.

- For Unchecked Baggage allowed on board, the Carrier's liability will not be engaged in case of proven fault of it, its representatives. This liability is limited to 332 DTS per passenger.

3. Provisions applicable to domestic flights

(a) For flights within French territory the rules applicable to liability for Carrier Damage is described for international flights above.

(b) For domestic flights in a State other than France, unless special provisions listed below, the regime applicable to the Carrier's liability for bad depends on the law or regulations of the State concerned.

(c) For flights defined in the contract "053-DSC-2011", the regime responsible for the Carrier Damage is described in chapters 7 and 8 of the contract.

ARTICLE XVI: TIME AND PROTEST ACTION FOR DAMAGES

1. Notification of protests Luggage

The receipt of Checked Baggage without complaint within the time provided by the consignee shall be prima facie evidence to charge the Passenger, that the Baggage was delivered in good condition and according to transportation contract. Any missing baggage must be notified to the carrier with the arrival of the flight. Any declarations made subsequently may not be taken into account.

In case of Damage to Checked baggage (destruction, damage) and in accordance with Article 26 of the Convention, a complaint must be made with the Carrier. In this case, the Passenger must protest when he discovers the Damage and at the latest within seven days from the receipt of the Baggage. During normal handling baggage, they can present signs of wear.

The airline assumes no responsibility for any minimal damage on luggage, such as nicks, bumps and tears, nor for damage of items exceeding the baggage, such as retractable handles, wheels or straps.

In case of delay, this period is extended to twenty-one days from the date the Baggage has been delivered to the Passenger. Upon receipt of the protest, the Carrier establishes a "finding of damage or loss" possibly with reservations.

2. Liability Actions for Passengers

Any action for damages must be brought, under penalty of prescription, within two years of arrival at destination, or the date the arrival of the aircraft was scheduled or carriage stopped. The delay calculation mode is determined by the law of the Tribunal.

3. Complaints

Any claims or actions mentioned in paragraphs 1 and 2 above must be made by writing within the deadline period.

ARTICLE XVII: AMENDMENT AND SUPPRESSION

No agent, employee or representative of the Carrier is authorized to change, modify or delete any provision of these Conditions of Carriage.

ARTICLE XVIII: DATA PROTECTION

The personal data collected by Chalair Aviation are used exclusively for the proper conduct of the booking and purchase of the ticket, the after-sales service, the processing of requests and claims, as well as for the sending of commercial information, loyalty, prospecting and satisfaction survey.

In order to provide the fulfillment of the transport contract, personal data is requested from the Passenger, including: surname, first name, email, date of birth, telephone contact. No information not necessary for the purchase and use of the ticket is requested from the Passenger. As a result, the Passenger authorizes the Carrier, its subsidiaries and subcontractors to keep the collected data and to transmit them to its subcontractors as well as to the authorities and / or organization fighting terrorism and other serious crimes. In accordance with the French Internal Security Code (ICS) (Article L.237-7) dated 26/09/20104, for all flights to or from French territory, with the exception of flights connecting two points in Metropolitan France, air carriers are obliged to communicate to the French authorities, data relating to passengers registered in reservation systems and departure control systems.

Some authorities may also have access to Transporter reservation systems. To know the list of all the countries, or to obtain more information, it is possible to make the request to the Carrier.

The purchase of a ticket from the Carrier itself, a travel agency or a Tour Operator, means the consent from the buyer and each Passenger to communicate their personal data to the competent foreign authorities when it is required. The lack of communication or inaccurate data information lead to the refusal of registration, boarding or entry destination, without any liability for the carrier.

Each Passenger has the right to access, modify and oppose this transmission.

However, this may result in the cancellation of the trip or prevent the Passenger from benefiting of additional services ordered.

The data collected is only used for commercial purposes by Chalair Aviation and its subsidiaries and is not disclosed to third parties other than these subsidiaries. These data are stored and used by the Chalair Aviation in accordance with French and European legislation, Law 78-17 of 6 January 1978 known as the "Data Protection Act" and the General Data Protection Regulation (EU Regulation 2016/679) or "GDPR". Each person has a right of access, modification and opposition to this transmission. The request must be sent to dataprotection@chalair.fr



Chalair Aviation does not constitute customer files for marketing purposes. These are stored electronically in the reservation system, 400 days after the Passenger's date of travel.

Chalair Aviation uses the Ogone-Ingenico platform for online payment by credit card, this platform is certified PCI DSS, which is the highest level of security for remote payments. Chalair Aviation does not receive complete information about the credit cards used. As a result, none of its employees can access Passenger bank card data, and Chalair Aviation cannot communicate it on to third parties.