

GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)

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Introduction

When you purchase a ticket to travel on a flight we operate, you enter into a contract of carriage with us. The contract is governed by the conditions in your ticket or itinerary or receipt, any tariffs that apply, these Conditions of Carriage and our regulations. The contract gives you the right to make the travel shown on your ticket. These Conditions of Carriage are part of that Contract.

Article I: What particular expressions mean in these Conditions of Carriage

We, us, our	means Adria Airways, Slovenski letalski prevoznik d.d., Kuzmičeva 7, Ljubljana, Slovenia.
You, your	means any person holding a ticket who is to be carried or is carried on an aircraft, except members of the crew.
Agreed stopping places	means the places, except the place of departure and the place of destination, set out in your ticket or shown in our timetables as scheduled stopping places on your route.
Airline designator	means the two or three letters or the letter and number that identify

code	particular air carriers.
Authorised agent	means a passenger sales agent that has been appointed by us to represent us in selling air transportation on our services.
Baggage	means such articles, effects and other personal property as are necessary or appropriate for wear, use, comfort or convenience in connection with your travel. Unless otherwise specified, this consists of your checked and unchecked baggage.
Baggage check	means those portions of your ticket that relate to the carriage of your checked baggage.
Baggage identification tag	means a document we issue you solely for identification of each piece of your checked baggage.
Carrier	means an air carrier other than us, whose airline designator code appears on your ticket or on a conjunction ticket.
Carrier's regulations	means rules, other than these Conditions of Carriage, published by us and in effect on the date of ticket issue, governing the carriage of passengers and/or baggage and shall include any applicable tariffs.
Checked baggage	means baggage that we have taken into our custody and for which we have issued a baggage check and baggage identification tag (checked baggage travels in the hold of the aircraft).
Check-in deadline	means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.
Community airport	means any airport in the European Union.
Community carrier	means any carrier with license to operate issued in the European Union.
Community regulations	means regulations on ticket sell and refund valid in European Union.
Conditions of contract	means the statements contained in or delivered with your ticket or itinerary / receipt, identified as such and that incorporate these Conditions of Carriage by reference, and notices.
Conjunction ticket	means a ticket we have issued to you in conjunction with another ticket that together constitute a single contract of carriage.
Montreal Convention	Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention).
Damage	includes death of, wounding of, or bodily injury to a passenger, loss, partial loss, theft of, or other damage to baggage arising out of, or in connection with, either carriage on flights we operate or other services we provide. Additionally it means damage occasioned by delay in the carriage of passengers or baggage.
Days	means calendar days, including all seven days of the week. For the purpose of sending notices, we will not count the day on which the notice is sent. For the purposes of deciding whether a ticket is valid, we will not count the day on which the ticket was issued, or the first flight began.
Electronic coupon	means an electronic flight coupon or other value document held in our database.
Electronic ticket	means a paperless ticket issued by us or on our behalf and saved in our database. (an itinerary and passenger receipt issued by us or on our behalf, electronic coupons and, if applicable, a boarding document)
Fare	means the remuneration approved by the competent aviation authorities for carriage of passengers on a specific route.

Flight coupon	means the part of your ticket that bears the annotation 'Good for Passage'. In the case of an electronic ticket, it means the electronic coupon. The flight coupon shows the places of departure and destination between which you are entitled to be carried.
Itinerary and passenger receipt	means a document or documents we or our authorised agents issue to passengers travelling with electronic tickets. It contains the passenger's name, flight information and notices.
Normal fare	means the highest fare approved for carriage in a given class of carriage
Passenger	means any person holding a ticket that is carried, or is to be carried, on an aircraft, except members of the crew.
Passenger coupon or passenger receipt	means the part of your ticket that is issued by us or on our behalf, that is marked as such and that ultimately is to be retained by you.
Regulation (EC) 261/2004	means regulation of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delays of flights,
Regulation (EC) 1107/2006	means regulation of the European Parliament and of the Council of 05 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air
SDR	means a Special Drawing Right as defined by the International Monetary Fund, to be converted into national currency in accordance with the method of valuation applied by the International Monetary Fund.
Special fare	means a fare that is lower than the normal fare.
Stopover	means a scheduled stop on your travel at a point between the place of departure and the place of destination.
Tariff	means the published fares, charges and/or related Conditions of Carriage of an airline that have been filed, where required, with the appropriate authorities.
Tariff regulations	means the approved regulations governing application of a tariff (fare).
Taxes, fees, duties and other charges	means amounts which are published in reservation system and must be collected at time of ticket issuance in addition to fares specified and are shown separately on the ticket. Reservation, service or ticketing charges are not part of them.
Ticket	means either a document titled Passenger Ticket and Baggage Check or an electronic ticket, in each case issued by us or on our behalf, and including the conditions of contract, notices and the flight and passenger coupons contained therein.
Unchecked baggage	means your baggage other than your checked baggage (you take your unchecked baggage with you on to the aircraft).
Warsaw Convention	means whichever of the following instruments is applicable to the contract of carriage: a) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention); b) The Warsaw Convention as amended at The Hague on 28 September 1955; c) The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975);



- d) The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- e) The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- f) The Guadalajara Supplementary Convention (1961);

Article II: Applicability

1. General

- a) Except as provided in paragraphs 2, 4, and 5 of this Article, these Conditions of Carriage apply only on those flights or flight segments where our name or our designator code (JP or ADR) is indicated in the carrier box of the ticket for that flight or flight segment.
- b) These Conditions of Carriage also apply to gratuitous carriage unless otherwise agreed.

2. Charter operations

If carriage is performed on the basis of a charter agreement, these Conditions of Carriage apply only to the extent they are not in conflict with the terms of the charter agreement or the charter ticket. In case of any inconsistency between these Conditions of Carriage and the provisions contained or referred to in the said charter agreement, the latter shall prevail.

3. Code shares

On some services we have arrangements with other airlines known as “code shares”. This means that, even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another airline may operate the aircraft.

4. Overriding law

If these Conditions of Carriage are inconsistent with any tariffs or applicable laws that apply to your contract of carriage with us, the tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions will nevertheless remain valid.

5. Carriage to / from Canada and the USA

- a) These Conditions of Carriage shall apply to carriage between places in Canada or between a place in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.
- b) These Conditions of Carriage do not apply to air transportation as defined in the U.S. Federal Aviation Act, 1958.

6. Conditions prevail over regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

Article III: Tickets

1. General

The ticket constitutes prima facie evidence of the contract of carriage between the carrier and the passenger named on the ticket. The conditions of contract contained in the ticket are a summary of the provisions of these Conditions of Carriage.

2. Requirement for valid ticket

a) We will only carry you if you are the passenger named in the ticket. We may ask you to produce appropriate identification.

b) Except where you have an electronic ticket, you will not be entitled to be carried on a flight unless you have presented a valid ticket to us containing, the flight coupon for that flight, all other unused flight coupons and the passenger coupon. In addition, you will not be entitled to be carried on a flight if the ticket you have presented is mutilated or if it has been altered otherwise than by us or our authorised agent. In the case of an electronic ticket, you shall not be entitled to be carried on a flight unless you provide an ID with photo and a valid electronic ticket has been duly issued in your name.

A flight booking in our electronic reservation system is only made on your request by billing your card.

c) You cannot transfer your ticket. If a ticket is presented by someone other than the person to be carried hereunder or to a refund in connection herewith, we shall not be liable to the person so entitled if in good faith we provide carriage or make a refund to the person presenting the ticket.

d) We sell some tickets at discounted fares that may be partly or completely non-refundable. If you have such ticket which is completely unused, and you are prevented from travelling due to extraordinary circumstances, we may agree you a credit of the non-refundable fare amount for future travel with us

(subject to deduction of a reasonable administration fee) provided that you promptly advise us and furnish evidence of such extraordinary circumstances.

You should choose the fare best suited to your needs and consider taking out insurance to cover instances where you might have to cancel your ticket.

e) Your ticket is and remains our property at all times if our authorised agents or we issued it. If your ticket was issued by or on behalf of another airline, it is the property of the airline that issued it.

f) Replacement tickets

(i) Upon request, we will replace your ticket with a new ticket if you have lost your ticket or part of it, your ticket is mutilated, you do not have your ticket with you and so cannot present it to us or one or more unused flight coupons or the passenger coupons are missing from your ticket. We will only do this if our authorised agents or we issued the original ticket, you sign an agreement to repay us any costs and losses (up to the value of the original ticket) that we or another carrier would suffer as a result of the ticket being misused and you prove that you had a valid ticket. We will not claim from you any losses that result from our own negligence. We may charge a reasonable administration fee for issuing a new ticket, unless our authorised agents or we caused the loss or damage.

(ii) If you cannot prove that you had a valid ticket or you do not sign an agreement we may ask you to pay up to the full ticket price for a replacement ticket. We will give you a refund if and when we are satisfied that the original ticket has not been used before its validity period ran out. If you find the original ticket before its validity period runs out and give it to us, we will give you a refund at that time.

If our authorised agents or we did not issue your ticket, you must apply for a refund from the airline that issued it.

- g) If you choose to use a card number for access to your electronic ticket account, you would report immediately any loss or theft of it to our appropriate office and Bank or Credit Card Company. Once the card has been reported invalid, it cannot be released for use again. Costs arising from misuse of the card before its loss was reported to us will be charged to you. Liability rules with other card functions (for example credit card functions) remain unaffected.
- h) A ticket is a valuable document and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3. Ticket validity period

- a) Except as otherwise provided in the Ticket and/or Tariffs and related conditions, a ticket is valid for one year from the date of issue or one year from the date of first travel if commencing it within one year from the date of issue.
- b) When you are prevented from travelling within the period of validity of your ticket because we cancel the flight on which you hold a reservation, omit a scheduled stop that is your place of departure, place of destination or place of stopover, fail to operate a flight reasonably according to schedule, cause you to miss a connection substitute a different class of carriage or are unable to provide space that has been reserved, the period of validity of such ticket will be extended until our first flight on which space is available in the class of travel for which the fare has been paid or you may be entitled to a refund in accordance with article XI Refunds.
- c) If, after having commenced your travel, you are prevented from travelling within the validity period of your ticket by reason of illness, we may decide to extend the validity period until either the date when you become fit to travel according to a medical certificate, as long as there is a seat available on the relevant flight in the class of service for which you have paid the fare or, if not, the first date after the recovery date when a seat will be available. If the flight involves one or more stopovers, we may decide to extend the validity period up to a maximum of three months from the recovery date. If other members of your immediate family were travelling with you when you fell ill, we will extend the validity period of their tickets for a similar period.
- d) In the event of death of a passenger during the travel when other passengers are travelling in the same party as the dead passenger we may decide to do either one, or both, of the following:
- (i) we will not enforce any minimum stay conditions that apply to the tickets of members of the party or we will extend the validity period of their tickets;
 - (ii) in the event a member of your immediate family dies when you have commenced your travel and you have supplied us with a copy of the death certificate, the validity of your ticket and those of your immediate family that are accompanying you may likewise be modified. We will not extend the validity period of the tickets for more than forty-five (45) days after the date of death.

4. Coupon sequence and use

- a) The ticket you have purchased is valid only for the transportation as shown on the ticket, from the place of departure through any agreed stopping places to the final destination. The fare you have paid is based on the tariff for the transportation shown on your ticket. It forms essential part of our contract with you. The contract excludes the cancellation of individual parts (coupons) of the journey. We will not honour your ticket and it will no longer be valid if you do not use all the coupons in the sequence provided in the ticket. If the flight coupon of any flight is not used, the coupon(s) of any further flight (onward or return) is no longer valid.
- b) Should you wish to change all or part of your transportation, you must contact us in advance. We will calculate the revised fare for your changed transportation. You will have the option of either accepting the revised fare or maintaining your original transportation as ticketed. Should you need to change any aspect of your transportation because of events beyond your control,

you must contact us as soon as possible. We will make reasonable efforts to transport you to your stopover or final destination, without re-calculating the fare.

c) Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for the revised transportation.

If the revised fare is lower than the fare you have already paid, our authorised agents or we will refund you the difference.

d) Please be aware that, while some types of changes to your transportation will not result in a change of fare, others – such as changing the place of departure, not using the first flight coupon in your ticket or reversing the direction of your travel – may result in increase of the fare. Many fares are valid only for travel on the dates and for the flights shown on the ticket. You may not be able to change these at all or only upon payment of an additional fee.

e) We will accept each flight coupon in your ticket for transportation in the class of service on the date and flight for which you have a reservation. If we issue a ticket without a reservation being specified on it, you may make a reservation later but whether you will be able to do so will depend to the conditions of the relevant fare and whether a seat is available on your chosen flight.

f) If you fail to cancel a booking before the check-in deadline for your flight and do not show up for the flight, we will cancel your return or onward reservations. However, if you advise us in advance, we will not cancel your subsequent flight reservations.

5. Our name and address on tickets

Our name may be abbreviated to our airline designator code, or otherwise, on the ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the carrier box on the ticket or in the case of an electronic ticket, as indicated for our first flight segment in the Itinerary and Passenger Receipt.

Article IV: Stopovers

Stopovers may be permitted at agreed stopping places subject to government requirements or our regulations and only if provided for in the ticket.

Article V: Fares, taxes, fees and charges

1. General

Your fare applies only for transporting you from the airport at the place of departure to the airport at the place of destination, unless otherwise expressly stated. It does not include ground transport service between airports or between an airport and the city terminal.

2. Applicable fares

Applicable fares are those published by us or on our behalf. Our authorised agents or we will calculate the fare for your ticket that applies under our tariff on the date of ticket issuance. The fare will be for travel on the specific dates and itinerary shown on your ticket. Should you change either your itinerary or your dates of travel, this may affect the fare to be paid.

3. Taxes, fees and charges

You must pay any applicable taxes, fees and charges imposed or approved by government or other authorities, or by operators of airports or carriers, and in effect on the date of travel. Not all taxes, fees and charges are payable at the time of ticket issuance and you may be

requested to pay taxes, fees or charges directly to the relevant authorities at the time of check-in. If you do not use your ticket, you will be entitled to claim a refund of any taxes, fees and charges that you have paid, unless defined as non refundable.

4. Currency

Fares and any taxes, fees and charges are payable in any currency acceptable to us at the exchange rates determined by us at the time of ticket issuance. In case of Credit Card payment, amount to be debited to the credit card owner can vary from the originally debited amount by the credit card company due to differences in conversion. Such variances do not entitle the Credit Card holder to a claim against us.

Article VI: Reservations

1. Reservation requirements

- a) Reservations are not confirmed until recorded as accepted by our authorised agent or us. Upon request we will give you written confirmation of your reservation.
- b) We may cancel your reservation if we do not issue the ticket, as stipulated with you. You may also cancel your reservation without any obligation from your side at a time stipulated with us. Upon issuing of the ticket certain fares have conditions that limit or exclude your right to change or cancel reservations.

2. Time limits for payment of the ticket

If you have not paid for your ticket or made credit arrangements with us by the deadline our authorised agent or we have set, we may cancel your reservation.

3. Personal information

We may use the personal information you have given to us for the purposes of: making a reservation, issuing a ticket, providing you with your transportation and any related services and facilities, accounting, billing and auditing, checking credit or other payment cards, immigration and customs control, security, administrative and legal purposes, statistical analysis, operating frequent flyer programmes and passenger relations. For these purposes you authorise us to retain such data and to process them at our own offices and our authorised agents, government and enforcement agencies, carriers and other companies involved in providing your transportation or related services and facilities, data processors working for us and credit and other payment card companies.

Additionally, we may use the personal information you have given to us for measures in order to stop your unruly behaviour on board of the aircraft. We shall take all necessary measures for the safety of other persons on board, load and aircraft and issue to you a red card to avoid carrying you on our flights afterwards. You will be put on our gray list of undesired passengers if we ban you to travel with us for a certain period or on our black list of undesired passengers if we permanently ban you to travel with us.

Your personal information will be used in a Court of justice, if necessary.

4. No particular seat guaranteed

We will endeavour to honour advance seating requests; however, we cannot guarantee any particular seat, even if your reservation is confirmed. We reserve the right to change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

5. Service charge when space not occupied

If you fail to use your reservation a reasonable service charge may be payable by you except in the case of travel on non-refundable fares.

6. Reconfirmation of reservations

You may have to reconfirm onward or return reservations within specified time limits. We will advise you when we require reconfirmation and how and where it should be done. However, you should check the requirements of any other carriers involved in your travel with them. Failure to comply with such a reconfirmation requirement may result in the cancellation of any onward or return reservations.

7. Cancellation of onward reservation

If you do not use a reservation and you do not advise us in advance, your onward or return reservations will be cancelled.

Article VII: Check-in and boarding

Check-in deadlines vary and you should allow plenty of time to check in. You must have completed the check-in which means that you have received your boarding pass for your flight. You must complete the check-in process not later than any minimum time specified by us in writing and sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures (or, if no indication received in written by us, at least 45 minutes before scheduled time of departure at Community airport or 60 minutes for disabled passengers and passengers with reduced mobility).

1. For any subsequent flight in your travel you should inform yourself of the check-in deadlines.
2. You must be present at the boarding gate no later than the time we give you when you check in.
3. We may cancel the space reserved for you if you have not checked-in in time, fail to arrive at the boarding gate in time, or appear improperly documented (as set out in Article XIV/2) and therefore not ready to travel.
4. We will not delay the flight if any passenger fails to arrive in time to complete formal procedures before the scheduled departure.

We will not be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines or fail to appear at the boarding gate on time.

Article VIII: Refusal and limitation of carriage

1. Our right to refuse carriage

We may refuse to carry you or your baggage if we have notified you in writing that we would not carry you on our flights, or if one or more of the following have or we reasonably believe may occur:

- a) Such action is necessary in order to comply with any applicable government laws, regulations, or orders of any state or country to be flown from, into or over;
- b) The carriage of you or your baggage may endanger the safety, health, comfort or convenience of other passengers or crew;

- c) Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- d) You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- e) You have refused to submit to a security check to be carried out on you or your baggage;
- f) You have not paid the applicable fare, taxes, fees or charges;
- g) You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- h) You present a ticket that has been acquired unlawfully, has been purchased from an entity other than us or our authorised agent, has been reported as being lost or stolen or is a counterfeit, or you cannot prove that you are the person named in the ticket;
- i) You have not used the coupons in sequence, or you present a ticket that has been issued or altered in any way, other than by our authorised agent, or us or the ticket is mutilated;
- j) You fail to observe our instructions with respect to safety or security;
- k) You have previously committed one of the acts or omissions referred to above;
- l) You have used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft;
- m) You have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft;
- n) You have deliberately interfered with members of the crew of the aircraft carrying out their duties;
- o) the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents;
- p) You have refused to allow us to photocopy or scan your travel documents;
- r) You have refused to give us information that a government authority has asked us to provide about you;
- s) You have failed to present your ticket or your boarding pass or your travel documents to us when reasonably asked to do so;
- t) You have failed to complete the check-in process by the check-in deadline or you have failed to arrive at the boarding gate on time.

2. Passengers with reduced mobility or with special needs

Acceptance for carriage of unaccompanied children, persons with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us.

Children under two years of age may only travel if they are each accompanied by one adult. Children under five years of age may only travel if accompanied by an adult, i.e. a person aged 18 or over, or aged 16 or over if he or she is brother or sister of the child concerned. Children aged between five and eleven, not accompanied by an adult, may travel only with our prior agreement and must be registered as »unaccompanied minors«. Their carriage is subject to special regulations which are available from any of our sales offices . The carriage of unaccompanied minors is subject to supplementary charge.

Passengers with disabilities or reduced mobility that have advised us at the time of reservation of the disability or any special requirements they may have, shall be accepted for travel except for safety reasons. In order to meet the safety requirements we may require that a disabled

passenger or passenger with reduced mobility be accompanied by another person who is capable to provide assistance. Information on mobility equipment should be available to us at the time of reservation to confirm space availability and conformity with safety requirements and relevant legislation concerning dangerous goods (at least 48 hours before departure for electric wheelchair). We shall make all reasonable efforts to give to accompanying person a seat next to passenger with disability. If required, we shall assist passenger with reduced mobility on board the aircraft in moving to toilet facilities. We shall provide assistance to passengers with disabilities and reduced mobility without additional charge. If refused for carriage, these passengers and their escort have the right to reimbursement or rerouting if safety requirements are met.

Carriage of guide dogs, medical equipment and up to two pieces of mobility equipment acceptable for air carriage per disabled passenger, shall be provided.

3. Weight limitation

If the aircraft's weight limitation or seating capacity would otherwise be exceeded, we shall decide in our reasonable discretion which article or passenger shall not be carried.

Article IX: Baggage

1. Free baggage allowance

You may carry some of your baggage free of charge, subject to our conditions and limitations at the time of your flight. Your free baggage allowance will be shown on your ticket or, in the case of an electronic ticket, on your Itinerary and Passenger Receipt. If you are in doubt, please ask our authorised agents or us for details of your free baggage allowance and our baggage regulations.

The weight of each piece of checked baggage may not exceed 32 kilograms, unchecked baggage must not exceed 8 kilograms.

2. Excess baggage

You will be required to pay a charge for the carriage of baggage in excess of your free baggage allowance. These rates are available from us upon request.

3. Items unacceptable as baggage

a) You must not carry the following in your baggage (whether as checked baggage or unchecked baggage):

- (i) items likely to put the aircraft or persons or property on board the aircraft in danger. These include the items shown in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations and in our regulations (further information is available from us on request);
- (ii) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
- (iii) items that we reasonably consider unsuitable for carriage by reason of their weight, size, shape, contents or character, or that are fragile or perishable. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.

b) Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage subject to our regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations.

c) You must make sure that you have all the documents you need for firearms and ammunition. If

you do not, we may decide not to carry them.

d) Weapons such as antique firearms and swords, objects capable, or appearing capable, of discharging a projectile or causing injury, pointed and edged weapons, sharp objects, blunt instruments, knives and similar items may be accepted as checked baggage, at our discretion. Such items will not be permitted in the cabin of the aircraft.

e) Fragile or perishable items must not be packed in baggage checked into the hold. You must not include in your checked baggage fragile or perishable items or items of special value such as money, jewellery, furs, precious metals, silverware, antiques, artefacts, paintings and other works of art, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, travel documents, life saving medication, medical certificates and other identification documents or samples.

f) You must check if any restriction applies on carriage of food items.

g) We are not responsible for loss of or damage to prohibited items. If, despite being prohibited, any items referred to in Article IX/3 are included in your baggage, we will not be responsible for any loss or damage caused to such items.

4. Our right to refuse carriage

a) Subject to paragraph IX/3b and IX/3c, we will refuse to carry as baggage the items described in IX/3, and we may refuse further carriage of any such items upon discovery.

b) We may refuse to carry as baggage any item because of its size, shape, weight, contents or character, or for safety or operational reasons, or which might cause discomfort and inconvenience to other passengers. If accepted for carriage, such baggage must be tagged with Limited Liability Release Tag thus limiting our liability in the case of damage or loss.

c) We may refuse to accept baggage for carriage if we reasonably believe that it is not properly and securely wrapped or packed in suitable containers.

5. Our right of search, screen and x-ray you and your baggage

a) For reasons of safety and security we may ask that you permit us to search and screen you and to search, screen or x-ray your baggage. We will always try to search, screen or x-ray your baggage when you are present. However, if you are not available to give your consent, we may search your baggage in your absence for the purpose of identification of baggage by its contents (bags without tags, without name labels, etc.) or for determining whether you are in possession of or whether your baggage contains any item described in IX/3a or any firearms, ammunition or weapons that have not been presented to us in accordance with IX/3b or IX/3c. If you are unwilling to comply with such a request we may refuse to carry you and your baggage. If a search or screening cause damage to you or a search, screening or x-ray causes damage to your baggage, we will not be liable for such damage unless it was due to our fault or negligence. Prohibited items found in your baggage may be confiscated without our liability.

b) The security authorities of some countries require that checked baggage is secured in such a manner that it can be opened in your absence without the possibility of causing damage. It is your responsibility to make yourself aware of and comply with any such requirements.

6. Checked baggage (baggage checked into the baggage hold)

- a) You must put your name on each item of your baggage prior to acceptance at check-in.
- b) A baggage identification tag will be issued for each piece of checked baggage.
- c) We will carry your checked baggage on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your checked baggage is carried on a subsequent flight we will deliver it to you, wherever possible, taking into consideration local circumstances unless applicable law requires you to be present for customs clearance or if required by us. In case we will not be able to deliver checked baggage to you, you will be advised to collect it in reasonable time, otherwise we may request payment of storage fee.
- d) You must ensure that your checked and unchecked baggage is sufficiently robust and sufficiently secure to withstand the normal rigours of carriage by air without sustaining damage, save for normal wear and tear, and that your baggage is properly locked, subject to the provisions of Article IX/5b of which it is your responsibility to make yourself aware of and comply with any such requirements.

7. Excess value declaration and charge

For the time being, we do not offer this service to you.

In case of transporting in your baggage items of higher value, we suggest to check availability of insurance for higher value through an insurance company.

8. Unchecked baggage (baggage you carry on to the aircraft)

- a) We set maximum dimensions and weight for baggage that you carry on to the aircraft. Only one piece of unchecked baggage per person is allowed. It must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, you must check it in as checked baggage.
- b) Objects not suitable for carriage in the hold of the aircraft (such as delicate musical instruments) will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge that applies to this service. Please ask us or our authorized agents for details of our charges.
- c) When flight is operated by smaller aircraft, you may be asked to leave your unchecked baggage before entering the aircraft. At gate (or in front of the aircraft latest) such baggage will be tagged as "Delivery At Aircraft" and will be delivered near the aircraft door immediately after landing where you shall pick it up by yourself. In this case, be sure to take out valuable items, travel documents, electronic devices such as mobile telephone, laptop, digital cameras or other fragile items before leaving such baggage near the aircraft for loading in hold of the aircraft.

9. Collecting and delivering checked baggage

- a) You are required to collect your checked baggage as soon as it is made available at your destination or stopover. If you do not collect it within a reasonable time, we may charge you a storage fee. If you do not claim your checked baggage within three (3) months of the time it is made available, we may dispose of it without any liability to you.
- b) Only the bearer of the baggage check and baggage identification tag can claim a piece of checked baggage. We are however not responsible for checking that the bearer of the Baggage Check is the rightful recipient of the baggage to be delivered.

c) If a person claiming checked baggage cannot produce the baggage check and identify the baggage by means of a baggage identification tag, we will deliver the baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the baggage.

10. Animals

If we agree to carry your animals they will be carried subject to the following conditions:

- a) You must ensure that animals such as dogs and cats are put in proper and secure containers and you must present to us all health and vaccination certificates, entry permits, transit permits, exit permits and other documents required by countries of entry or transit needed for the animals. If you fail to do this, we may decide not to carry the animals. Such carriage may be subject to additional conditions specified by us, which are available on request.
- b) Except for guide dogs accompanying disabled passengers, animals and their containers will not be part of your free baggage allowance and you will have to pay an excess baggage charge for them.
- c) Guide dogs accompanying passengers with disabilities as well as the crates and food of the guide dogs will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.
- d) Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. We are not responsible for injury to or loss, sickness or death of an animal that we have agreed to carry unless we have been negligent.
- e) We are not liable to you for any loss you suffer because you do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for your animals. You must reimburse us for any fines, costs, charges, losses or liabilities we have paid or suffered because you did not have these documents.

Article X: Schedules, cancellation of flights, delays, denied boarding compensation and up/downgrades

1. Schedules

- a) The flight times shown in our timetables may change between the date of publication and the date you actually travel. We may also be obliged to change the time of flights, often for reasons beyond our control. Consequently, we do not guarantee the flight times shown in timetables to you and they do not form part of your contract of carriage with us.
- b) Before we accept your booking, our authorized agents or we will tell you the scheduled departure time of your flight and it will be shown on your ticket. We may need to change the scheduled departure time of your flight after your ticket has been issued. You will provide us or our authorized agents with contact information and we will inform you of any such changes.

2. Cancellation, delay, rerouting

We will take all reasonable measures that are necessary to avoid delay in carrying you and your baggage and to adhere to published schedules in effect on the date of travel. In the exercise of these measures and in order to prevent a flight cancellation, we may need to use a substitute aircraft and/or the services of another carrier.

As the case may be your passenger rights may fall under different protection schemes. For details please refer to EU regulation 261/04.

If a flight is delayed, assistance may be offered to you or when a flight is cancelled, assistance shall be offered to you reasonably in accordance with the expected time of departure.



Passengers with reduced mobility and persons accompanying them, as well as unaccompanied children shall have the right to care as soon as possible.

Cancellation:

Except as otherwise provided by the Warsaw Convention or the Montreal Convention, if we cancel a flight or fail to stop at your destination or stopover destination we shall, at your option, either:

a) Reroute you to your final destination shown in your ticket, under comparable transport conditions, at the earliest opportunity

(i) on another of our scheduled services on which a seat is available without additional charge and, where necessary, extend the validity period of your ticket. If your arrival at destination or stopping place is later than scheduled, you might have the right to compensation, or

(ii) at a later date at your convenience subject to availability of seats.

Rerouting should be made using either our services or those of another carrier, at our discretion, or other means that you have agreed with us. If you are rerouted, we will not charge you extra. If the fare, or some taxes, fees and charges for the rerouted travel are lower than the amount you have paid, we will refund you the difference, or

b) If neither of the above alternatives is acceptable to you, we will make a refund in accordance with the provisions of Article XI/2.

If you hold a confirmed reservation and ticket and you are not informed about the cancellation, you might have the right to compensation. You are not entitled to any compensation if we can prove that if the cancellation has been caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

These remedies are the sole and exclusive remedies available to you and we will have no further liability to you except as may be provided by the Warsaw Convention or the Montreal Convention.

If you are travelling free of charge (or at a special reduced fare not available to the public) you might not have the same rights as other passengers (exception is your travel under frequent flyer programme).

If you are travelling on a charter flight your rights may differ from those on scheduled flight in respect of ticket refund.

Delay:

Except as otherwise provided by the Warsaw Convention or the Montreal Convention if we fail to operate a flight reasonably according to the schedule we shall offer you, after two hours, welfare assistance depending of flight distance and, if the delay is at least five hours, a refund in accordance with article XI/2.

We may limit or decline welfare assistance if this would itself cause further delay.

Rerouting you to your final destination is solely at our discretion and does not entitle you to any compensation.

Misconnection:

If we cause you to miss a connecting flight on which you hold a confirmed reservation on same or conjunction ticket, we shall take care of you:

(i) at the airport of departure as in delay cases if your flight is delayed. Rerouting is solely at our discretion, or

(ii) rerouting you at the transfer airport at the earliest opportunity using our services or those of another carrier on which a seat is available without additional charge, or, if you agree, with



other means of transportation. We shall offer you welfare assistance in connection to the waiting time.

3. Denied boarding compensation

If you are denied boarding on an overbooked scheduled flight we will pay you compensation and provide extra services either as required by any law that may apply or as set out in our denied boarding compensation policy. In order to qualify for compensation you must have both a valid ticket and a confirmed reservation for the relevant flight shown on your ticket, present yourself for check-in within the stipulated time limits and be in possession of the necessary travel documents, in accordance with these Conditions of Carriage.

Before denying boarding to any passenger, volunteers shall be called not to board such flight in exchange for benefits under conditions to be agreed between the volunteers and us.

In addition to the benefits stipulated, volunteers will be offered the choice between a refund and, when relevant, a return flight or rerouting.

Volunteers will not be qualified to have welfare assistance.

Any passenger that accepts in writing the denied boarding compensation does so as full settlement of any and all claims against us.

If an insufficient number of volunteers come forward to allow the remaining passengers with reservations to board the flight, we may deny boarding to you against your will.

If you have been turned away we shall immediately compensate you in local currency in cash, bank order, cheque or in other services, with your signed agreement. You have also a choice between refund and, when relevant, a return flight or rerouting. Welfare assistance will also be offered to you.

4. Upgrading and downgrading

If we place you in a class of travel higher than that for which you paid for, we shall not request any supplementary payment.

If we place you in a class of travel lower than that for which you paid for, we shall refund you part of the fare paid.

5. Liability in case of errors or omissions

Except when done with intent or by gross negligence, we shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by our employees, agents or representatives as to the dates or times of departure or arrival or as to the operation of any flight.

Article XI: Refunds

1. General

We will refund the fare for your ticket or any unused part of it subject to tariff regulation of fare used, and any taxes, fees and charges, except no refund shall be done on reservation, service or ticketing fee, at least within two years after the validity of the ticket in accordance with our fare rules or tariff, as follows:

a) Except as otherwise provided in this Article, we will only make refund either to the person named on the ticket, or to the person that has paid for the ticket, upon presentation of satisfactory proof of such payment.

- b) If a ticket has been paid for by someone other than the passenger named on it, and the ticket indicates that there is a restriction on refund, we will only make the refund to the person that paid for the ticket, or to that person's order.
- c) Except in the case of a lost ticket or electronic ticket, we will only make the refund if you first give us the ticket and all unused flight coupons.

2. Involuntary refunds

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or stopover, or cause you to miss a connecting flight on which you hold a reservation on same or conjunction ticket, we shall make a refund to you (by means of cash, credit card, bank order or cheque or, with your signed approval, in other services), within seven days.

The refund will be as follows:

- a) If you have not used any part of the ticket, the amount of the refund will be equal to the fare and any taxes, fees and charges you have paid, or
- b) For the part or parts of the ticket not used and for the part or parts of the ticket already used if the flight is no longer serving any purpose in relation to the your original travel plan (together with, when relevant, a return flight to the first point of departure, at the earliest opportunity).
- c) If you have used part of the ticket, the amount of the refund will be not less than the difference between the fare you have paid and the fare for the transportation used and not higher than the value of unused coupons.
- d) If we place you in a class of transportation lower than that for which the ticket was purchased, we shall refund you the amounts as stipulated by Community regulations.

3. Voluntary refunds

If you are entitled to a refund of your ticket for reasons other than those set out in XI/2, the refund will be as follows:

- a) If no portion of the ticket has been used, an amount equal to the fare you have paid, less any reasonable service charges or cancellation fees;
- b) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any reasonable service charges or cancellation fees.

4. Refund on a lost ticket

- a) If you lost your ticket or part of it or a card used for issuance of an electronic ticket, we will, if you give us satisfactory proof of the loss and upon payment of a reasonable administration charge, give you a refund as soon as possible after the validity period of the ticket expires, on condition that:
 - (i) the lost ticket, or part of it, has not been used, previously refunded or replaced without charging the ticket fare again (except where the use, refund or replacement by or to a third party results from our own negligence);
 - (ii) the person to whom the refund is made agrees to repay us the amount refunded if we later discover fraud and/or to the extent that the lost ticket or part of it is used by a third party (except where any fraud or use by a third party results from our own negligence). In this case a reasonable service charge will be debited to you;
- b) If our authorized agents or we lost the ticket or part of it, we would be responsible for any loss.

5. Right to refuse a fare refund

a) We may refuse to give you a refund if you apply for it after the end of the ticket validity period or after a period of two years.

b) We may refuse to give you a refund if, when you arrived in a country, you presented your ticket to us, or to government officials as evidence of your intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

6. Currency

All refunds are subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which any refund takes place. Subject to the foregoing provision, refunds will normally be made in the currency in which the fare was paid or in the currency of the country of our domicile or of the country where the refund is made, subject to exchange rate on the date of refund. We reserve the right to pay you a refund in the same way that you used to pay for the ticket and in the same or another currency in accordance with our regulations.

7. By whom the ticket is refundable

Voluntary fare refunds will be made only by the carrier that originally issued the ticket or by its agent if so authorised.

8. Refund to Credit Cards Accounts

Refund due to tickets paid for with credit cards can only be credited to credit card accounts originally used for the ticket purchase. The refundable amount to be paid by us will be, in accordance with the rules within this article, only on the basis of the amount and the currency entered in the ticket. The refundable amount to be debited to the credit card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in conversion. Such variances do not entitle the passenger/credit cardholder to a claim against us.

Article XII: Conduct on the aircraft

1. General

If in our opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner that causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures we think necessary to prevent you continuing your conduct, including restraint.

The Pilot in command or his deputy has the authority to collect your personal information from your ID, passport or other photo ID document which may be process to all government agencies we deem necessary and/or kept by us for their use by our best knowledge.

You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft. If, as a result of your unruly behaviour, we divert the aircraft to an unscheduled place of destination you must pay us the reasonable and proper costs of the diversion.

2. Electronic devices



For safety reasons, we may forbid or limit the operation aboard the aircraft of electronic devices including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. You must not use these items when we have told you not to use them and especially not during takeoff and landing. Operation of hearing aids and heart pacemakers is permitted.

3. Non smoking flights

All our flights are non smoking flights. Smoking is prohibited in all areas of the aircraft.

Article XIII: Arrangements for additional services

1. Subject to applicable law if, in the course of concluding the contract of carriage by air, we also agree to make arrangements for the provision of additional services (services other than carriage by air such as hotel reservations or car rental), we are only acting as your agent in making the arrangements. We will have no liability to you for such services except for negligence on our part. The terms and conditions of the company providing those services will apply.
2. If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.
3. We may enter into arrangements with carriers operating scheduled air transportation under which each party may sell transportation over the routes of the others. In this case, the Interline Traffic Agreement – Passenger, governed by the IATA resolution, binds the carriers and us.

Article XIV: Administrative formalities

1. General

- a) You are responsible to check the relevant entry requirements for any country you are visiting and for obtaining all passports, visas, health certificates and other travel documents needed for your travel. You must obey all laws, regulations and orders of any countries you fly from, enter or travel through or in which you are a transit passenger. We are not liable for information given by our employees, representatives or agents in this respect, or for information not given to you.
- b) We are not liable to you for the consequences if you fail to obtain necessary documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

2. Travel documents

Prior to travel, you must present to us all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, permit us to take and retain copies thereof or to deposit your passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

3. Refusal of entry

If you are denied entry into any country, you will be responsible to pay any fine, penalty or charge assessed against us by the government concerned and for the cost of transporting you back to your place of departure or elsewhere. We will not refund to you the fare for carrying you to the place where you were refused or denied entry.

4. Passenger is responsible for fines, detention costs, etc.

If we are required to pay any fine or penalty or to incur any expenditure because you have failed to comply with any laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you will reimburse us, on demand, any amount we have paid or deposited as a result and any expenditure so incurred. We may take this amount from the value of any unused part of your ticket, or any of your funds we have in our possession. To be able to meet the obligations arising from paragraphs 3 and 4 of this Article, we have, among other means, the right of retention of any of your item in our possession.

5. Customs inspection

If requested, you must be present when your baggage, checked or unchecked, is inspected by customs or other government officials. We are not liable to you for any loss or damage you suffer in the course of such inspection or because you are not present.

6. Security inspection

You must allow government officials, airport officials, other carriers or us to carry out any security checks. If we presume that you will be refused to travel at a later stage, we may also refuse to carry you. We shall furthermore not be liable to you for any loss or damage caused through failure to comply with administrative formalities when we carried you although carriage should have been refused.

The above shall not apply in the event of our intent or gross negligence.

Article XV: Successive carriers

If we and other carriers are involved in performing carriage for you under one ticket, or under a conjunction ticket, we will regard the carriage as a single operation for the purposes of the Warsaw Convention or the Montreal Convention.

Article XVI: Liability for damage

1. Our liability provisions

Our liability and each carrier's liability involved in your travel will be determined by its own Conditions of Carriage and by applicable law. Our liability provisions are as follows:

a) Unless otherwise stated herein, international travel, as defined by the Warsaw Convention or the Montreal Convention, is subject to the liability rules of these conventions. Wherever the Montreal Convention applies to your carriage with us, our liability will be subject to the rules and limitations of that convention as amended by EC Regulation 2027/97.

b) Where your carriage is not subject to the liability rules of the Warsaw Convention or the Montreal Convention, the rules of Adria Airways, "Zakon o obligacijskih in stvarnopravnih razmerjih v letalstvu" (ZOSRL, *Official Gazette RS* 11 February 2001) and "Zakon v letalstvu" (ZLET, *Official Gazette RS* 14 March 2001) shall apply.

(i) any liability we have for damage will be reduced by any negligence or other wrongful act or omission on your part that causes or contributes to the damage in accordance with applicable law.

- (ii) we will be liable only for damage occurring during carriage on flights or flight segments where our airline designator code appears in the carrier box of the ticket for that flight or flight segment. If we issue a ticket or if we check baggage for carriage on another carrier, we do so only as an agent for the other carrier. Nevertheless, with respect to checked baggage, you may make a claim against the first or last carrier.
- (iii) our liability shall not under any circumstances exceed the amount of proven compensatory damages recoverable in accordance with the Warsaw Convention or the Montreal Convention. In any event we are not liable for indirect, consequential, or any other form of non-compensatory damages.
- (iv) we are not liable for any damage arising from our compliance with applicable laws or government rules and regulations, or from your failure to comply with the same.
- (v) the contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorised agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorised agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.
- (vi) nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Warsaw Convention or the Montreal Convention or applicable laws, or gives up any defenses available to us hereunder against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or bodily injury of a passenger, or applicable laws unless otherwise expressly stated.
- (vii) any summary of the main provisions of our liability set out in your ticket, or any other document, provided by us or by a third party on our behalf, or by any other means, cannot be used as a basis for a claim for compensation, nor to interpret the provisions of Article XVI of these conditions of carriage, or the Warsaw Convention or the Montreal Convention.

2. Liability for death, wounding or any other bodily injury

- a) Our liability for damages sustained in the event of death, wounding or any other injury by a passenger in the event of an accident shall not be subjected to any financial limit, be it defined by law, convention or contract.
- b) We will not be liable for damage in excess of 113,100 SDR per passenger where we can prove the damage was not due to the negligence or other wrongful act or omission by us or by our servants or agents, or such damage was solely due to negligence or other wrongful act or omission of a third party.
- c) If we prove that the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased passenger we may be exonerated wholly or partly from our liability in accordance with applicable law.
- d) We shall, without delay and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.
- e) Without prejudice to the paragraph XVI/2d, an advance payment shall not be less than the equivalent of 16,000 SDR per passenger in the event of death.
- f) An advance payment shall not constitute a recognition of liability and may be offset against any subsequent sums paid on the basis of our liability
- g) An advance payment is not returnable, except in case where the damage was caused by, or contributed to by the negligence or other wrongful act or omission of the passenger to whom the payment relates or if different, the person claiming compensation or the person from whom

he or she derives his or her rights, or in circumstances where the person who received the payment was not the person entitled to compensation.

h) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

3. Liability for damage to baggage

a) We are only liable for damage to unchecked baggage and other property if you prove that it has been caused by our negligence.

b) Except as provided in Article XVI/3c and Article XVI/3d, our maximum liability is limited to the national currency equivalent of 1,131 SDR per passenger for unchecked and checked baggage as specified in the Montreal Convention.

c) The maximum limits of liability stated in XVI/3b shall not apply if the damage resulted from our act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result.

d) Where applicable law provides that different limits of liability are applicable to unchecked baggage

and/or checked baggage, such different limits shall apply.

e) Damage caused by fragile items such as, but not limited to, perfumes, liquids, sharp items if broken during carriage and causing damage to other items in your baggage will not be our liability. Any passenger whose property causes damage to another passenger's baggage or to our property shall indemnify us for all losses and expenses incurred by us as result thereof.

f) Except to the extent inconsistent with the Warsaw Convention or the Montreal Convention, we shall have no liability whatsoever for loss of, damage to, or delayed delivery of fragile or perishable articles, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, documents, electric or electronic equipment including computers, business documents, passports and other identification documents or samples that are included in your checked baggage contrary to Article IX/3, whether with or without our knowledge.

g) We are not liable for damage resulting from an inherent defect, quality or vice of the baggage, nor will we be liable for normal wear and tear to your baggage as a result of the normal rigours of carriage by air (Article IX/6d), regarding the suitability of your baggage for carriage by air.

h) Where your baggage has a greater value than the limit of our liability stated in Article XVI/3b, you should fully insure the value of the baggage prior to travel or any portion of the value of your baggage above our applicable limit of liability.

i) Our liability is limited for damage of items tagged with Limited Release Baggage Tag.

4. Baggage claims and processing of baggage claims

- a) All claims for compensation for damage to baggage must be accompanied by an itemised list identifying each affected item and giving a description, including the manufacturer and the age of the item, together with proof of purchase or evidence of ownership in respect of all such items. If you do not provide us such list in reasonable time (up to 7 days after declaring baggage delayed) which allows efficient tracing and you do not cooperate with us in time of tracing, we may refuse payment of your claim in case of loss. You are not required to provide proof of purchase for items of lesser value or older items. We will deduct an amount from your claim to account for depreciation where we consider it appropriate.
- b) In the case of a compensation claim for damage to baggage container, you must retain the damaged baggage container and produce it to us at our request in order that we may examine it to assess the nature and extent of the damage and whether the baggage container is capable of repair.
- c) In the event that you wish to claim the cost of replacing an individual item that forms part of your claim for damage to baggage, you must consult us before incurring the replacement costs, otherwise it may not be included in the compensation payable to you. You must include proof of purchase of the replacement items when making your claim.
- d) In respect of all claims for damages concerning your baggage, you must provide us with all information that we request to assess the eligibility of your claim and the amount of the damages payable.
- e) If we require you to do so, you must sign a statement of truth regarding the facts and the value of your claim for damage to your baggage before we make a payment to you.
- f) If you fail to comply with the relevant requirements of Article XVI/4, you may adversely affect the amount of compensation to which you are entitled.

5. Liability for cancellation of flights

Our liability for non-performance of the contract of carriage for reasons within our control shall be limited to refund of the amounts reasonably expended by you for lodging, meals, telecommunications costs, and ground transportation from and to the airport. Any liability for indirect damage (such as loss of income, expenses for purposes could not be fulfilled) and consequential damage shall be expressly excluded.

6. Liability for delay

- a) Our liability for damage occasioned by delay in your carriage by air is limited to 4,694 SDR per passenger as specified in the Montreal Convention unless we can prove that we and/or our servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible to take such measures.
- b) The limits of liability stated in Article XVI/6a shall not apply if the damage resulted from our act or omission done with the intent to cause damage or recklessly with the knowledge that damage would probably result.

Article XVII: Time limitation on claims and actions

1. Notice of claims

If you accept checked baggage without complaint at the time of delivery, it is sufficient evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding damage to your checked baggage, you must notify us immediately when you discover the damage and, at the latest, within seven (7) days of receipt of the baggage. If you wish to file a claim or an

action regarding delay of your checked baggage, you must notify us within twenty-one (21) days from the date the baggage has been placed at your disposal. Every such notification must be made in writing.

2. Limitation of actions

Any right to damages shall be forfeited if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

Article XVIII: Modification and waiver

None of our authorised agents, servants, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

Article XIX: Other conditions

Carriage of you and your baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions, modified from time to time, are important. They concern among other items:

- the carriage of unaccompanied minors, pregnant women, and sick passengers;
- disabled passengers and passengers with reduced mobility ;
- limits on the measurements, size and weight of baggage;
- the carriage of animals;
- restrictions on the use of electronic devices and items;
- the consumption of alcoholic beverages on board;
- any other relevant conditions.

Regulations and conditions concerning these matters are available from us upon request.

Article XX: Headings

The title of each article of these Conditions of Carriage are for ease of reference only, and are not to be used for interpretation of the text.

Article XXI: Place of litigation

If no place of litigation results from the regulations of the Warsaw Convention or the Montreal Convention the court having subject matter jurisdiction in Ljubljana, Slovenia, shall be regarded as having been agreed upon.

Article XXII: Validity

These General Conditions of Carriage (Passenger and Baggage) shall enter into force on April 15th, 2010 and are available on our web site www.adria-airways.com in Slovenian and English language.



With the entry into force of these General Conditions of Carriage (Passenger and Baggage), the General Conditions of Carriage (Passenger and Baggage) issued in 2002 shall cease to apply. The edition of General Conditions of Carriage (Passenger and Baggage) which is currently published on our web site is the only valid edition.

Adria Airways, Slovenski letalski prevoznik d.d., Kuzmičeva 7, Ljubljana, Slovenia (Adria Airways d.d.)