



GENERAL CONDITIONS OF CARRIAGE PASSENGERS AND BAGGAGE

Valid as from March 10, 2005

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ARTICLE 1 - WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these conditions, please note that:

"We", "our" "ourselves" and "us" means Swiss International Air Lines Ltd., domiciled in Basel, Switzerland.

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (see also definition for "Passenger").

"AGREED STOPPING PLACES" means those places (except the place of departure and the place of destination) specified on the Ticket or shown in our timetables as scheduled stopping places on your route.

"AUTHORISED AGENT" means a sales agent who has been appointed by us to represent us in the sale of our air transportation services.

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and your Unchecked Baggage.

"BAGGAGE CHECK" means the portion(s) of your Ticket relating to the carriage of your Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for the identification of Checked Baggage.

"CARRIER" means an air carrier or other carrier other than ourselves, whose designator code appears on your Ticket or Conjunction Ticket.

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Check.

"CHECK-IN DEADLINE" means the time limit specified by us by which you must have completed check-in formalities and received your boarding pass.

"CONDITIONS OF CONTRACT" means those conditions contained in or delivered with your Ticket or Itinerary/Receipt, which are identified as such and which incorporate by reference these Conditions of Carriage and other notices.

"CONJUNCTION TICKET" means a Ticket issued to you in relation to another Ticket which together constitute a single contract of carriage.

"CONVENTION" means whichever of the following legal foundations is/are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929;
- the Warsaw Convention as amended at The Hague on September 28, 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961)
- the 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).

"COUPON" means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the passenger named to travel on the particular flight identified on it.

"DAMAGE" includes death, wounding or any other bodily injury to a Passenger, loss, partial loss, theft or other damage arising from or in connection with carriage or other associated services performed by us.

"DAYS" includes all seven days of the week. For the purposes of reporting damage, the day upon which notice of such damage is dispatched shall not be counted. For the purposes of determining the validity of a Ticket, the day upon which the Ticket is issued or the flight commenced shall not be counted.

"DESIGNATOR CODE" means the abbreviation used to identify a particular airline.

"ELECTRONIC COUPON" means an electronic flight coupon or other value document held in our database.

"ELECTRONIC TICKET" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupon(s) and, if applicable, a boarding document.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage" or, in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

"FORCE MAJEURE" means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contain(s) the passenger name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (see also definition for "you", "your" and "yourself").

"PASSENGER COUPON" or "PASSENGER RECEIPT" means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

"PASSENGER NAME RECORD" means all travel information related to a passenger as recorded in the database of our computer reservation system as collected during the booking and reservation process.

"SDR" means a Special Drawing Right as defined by the International Monetary Fund [at the time of the entry into effect of these Conditions, 1 SDR is equivalent to approximately CHF 2.00].

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"TARIFF" means the published fares, charges and fees. It may also include the associated Conditions of Carriage of the airline concerned, approved (where required) by the relevant authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and including the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

ARTICLE 2 - APPLICABILITY

2.1 GENERAL

Except as provided in 2.2, 2.4 and 2.5, our Conditions of Carriage apply only to carriage on those flights or flight segments where our name or Designator Code is indicated in the ticket for that flight or flight segment.

2.2 CHARTER OPERATIONS

If carriage is performed on a charterflight agreement, these Conditions of Carriage apply only to the extent that they are incorporated by reference or otherwise on the ticket or by the charter agreement.

2.3 CODESHARES

We perform some services by arrangements with other carriers known as "codeshares". Such flights may be operated by another carrier under its own or a third carrier's Designator Code as well as ours. If you have a reservation with us and hold a ticket where our name or Designator Code is indicated as the Carrier, the flight may be operated by our Codeshare-Partner. In case of a Codeshare-Flight, we will advise you of the Carrier operating the aircraft at the time you make your reservation.

2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or the applicable law, in which event such Tariffs or laws shall prevail. Should any provision of these Conditions of Carriage be invalid under the applicable law, the other provisions shall nevertheless remain valid.

2.5 PRECEDENCE OF CONDITIONS

Unless specifically stated otherwise herein, these Conditions of Carriage shall prevail over any other regulations we have issued for our passenger carrying activities.

ARTICLE 3 - TICKETS

3.1 GENERAL

3.1.1 We will provide carriage only to the Passenger named in the Ticket, to which end you may be required to produce appropriate identification.

3.1.2 Tickets are not transferable: only you yourself can use your Ticket for the flight concerned.

3.1.3 Some Tickets are sold at discounted fares which may be partially or completely non-refundable.

3.1.4 If you have a non-refundable Ticket (para. 3.1.3) which is completely unused and you are prevented from travelling by Force Majeure, we will issue you with a credit for the non-refundable part of the fare to be used for future travel on our services, as long as you advise us promptly of such Force Majeure and provide evidence of the same. We will, however, deduct a reasonable administration fee from this credit amount.

3.1.5 The Ticket is and remains the property of the issuing Carrier at all times.

3.1.6 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or has been altered by any party other than ourselves 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 positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.7 Should your Ticket (or part thereof) be lost or mutilated, or should it not contain the Passenger Coupon and all unused Flight Coupons, we will, at your request, replace the Ticket or part thereof by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and provided you sign a written agreement to reimburse us for any costs up to the value of the original ticket which are incurred by us or another Carrier

through misuse of the original Ticket. We may charge a reasonable administration fee for the issuance of a new ticket. We will not claim reimbursement nor an administration fee from you for any such costs which result from our own negligence.

3.1.8 If the evidence required in 3.1.7 is not available or you do not sign such an agreement, we may, before we issue the new Ticket, require you to pay up to the Ticket price for a refundable replacement Ticket. If, upon finding the original Ticket before the expiry of its validity, you present it to us, you will then get a refund.

3.1.9 A Ticket is a valuable document, and you should take appropriate measures to keep it safe and ensure that it is not lost or stolen.

3.2 PERIOD OF VALIDITY

3.2.1 The validity of the Ticket can be restricted in the Ticket itself, in these Conditions of Carriage or by the Tariff applicable. If no such restrictions are provided, the Ticket will be valid for a year from its date of issue or for a year from the date of first travel as stated on the Ticket, provided you perform this first travel within a year of the Ticket's issue.

3.2.2 If you are prevented from starting your travel within the period of the Ticket's validity because we were unable to confirm your reservation at the time you made it, we will extend the validity of the Ticket or, alternatively, you may demand a refund in accordance with Article 10.

3.2.3 If, after starting your travel, you are prevented from travelling within the period of the Ticket's validity owing to illness, we will extend the Ticket's period of validity until the date when you become fit to travel again or until our first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare was originally paid. Such illness must be attested to by a medical certificate. If the flight coupons remaining in the Ticket (or, in the case of an Electronic Ticket, the Electronic Coupon) involve one or more Stopovers, we will extend the validity of the Ticket for up to three months from the date shown on the medical certificate provided. In such circumstances, we will similarly extend the period of validity of any further Tickets held by your accompanying immediate family.

3.2.4 In the event of death of a Passenger en route, we will extend the validity of the Tickets of any persons accompanying the deceased, and will also waive any minimum stay requirements on such Tickets. In the event of a death in the immediate family of a Passenger who has commenced travel, we will similarly modify the validity of the Passenger's Tickets and that of any of their immediate family who are accompanying them. We will ask you, however, to provide a valid death certificate in such cases. In all such cases, we will extend the validity of such Tickets by a maximum of forty-five (45) Days from the date of the death.

3.3 COUPON SEQUENCE AND USE

3.3.1 Your Ticket is valid only for the transportation shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff, and forms an integral part of our contractual agreement with you. The Ticket will not be accepted and will lose its validity unless all its Coupons are used in the sequence provided.

3.3.2 Should you wish to change any aspect of your transportation, you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new fare or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation owing to Force Majeure, you must contact us as soon as is practical. We will then make every reasonable effort to transport you to your next Stopover or your final

destination under the contractual conditions originally agreed.

3.3.3 Should you change your transportation without our agreement, we will calculate the correct fare for your actual travel. You will then have to pay any difference between the fare you have paid and the total fare applicable for your revised transportation. If the new fare is lower, we will refund the difference. Please note, however, that any unused Coupons will lose their value.

3.3.4 Please be aware that, while some changes to your transportation will not result in a change of fare, others, such as changing the place of departure (by not flying the first segment) or reversing your direction of travel, can result in a higher fare. In addition, some fares are valid only on the dates and for the flights shown on the Ticket: they may not be changeable at all, or only upon payment of an additional fee.

3.3.5 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and on the flight for which your seat has been reserved. In the case of Tickets originally issued without a reservation being specified, the seat may be reserved later, depending on the Tariff concerned and the seating availability on the flight requested.

3.3.6 Please note that, should you not show up for a flight without advising us in advance, we may cancel any reservations you have for your return or onward flights.

3.4 BREAK OF JOURNEY

You may only break your journey at a scheduled stopping place and only if this has been agreed with us before you begin your air journey and is thus appropriately reflected in your Ticket.

If you hold a normal-fare Ticket, you may arrange to break your journey at any scheduled stopping place during your ticket's period of validity, provided this is permitted by the local regulations and our timetable.

If you are travelling on a special-fare Ticket, certain restrictions limiting or precluding Stopovers may apply.

3.5 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Designator Code (or otherwise) in the Ticket. Our address can be found in these Conditions of Carriage.

ARTICLE 4 - FARES, TAXES, FEES AND CHARGES

4.1 FARES

Unless otherwise expressly stated, fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transportation between airports or between airports and city terminals. Should you change your itinerary or dates of travel, this may have an impact on the fare to be paid.

4.2 TAXES, CHARGES AND FEES

Any applicable taxes, charges and fees imposed by government or other authorities or by the operator of an airport will be payable by you. You will be advised of any taxes, charges and fees not included in the fare when you purchase your Ticket; most of these will normally be shown separately on the Ticket. The taxes, charges and fees imposed on air travel change constantly, and can be imposed after the Ticket has been issued. If there is a subsequent increase in a tax, charge or fee

shown on the Ticket, you will be obligated to pay it. Similarly, if a new tax, charge or fee is imposed even after your Ticket has been issued, you will be obliged to pay it. By the same token, should any taxes, charges or fees which you have paid us at the time your Ticket was issued be abolished or reduced, you will be entitled to claim a refund if the authorities or entities imposing these taxes, charges or fees grant us a corresponding refund.

4.3 CURRENCY

All fares, taxes, charges and fees are payable in the currency of the country in which the ticket is issued, unless another currency is accepted by us or our Authorised Agent at the time or before payment is made (for example, in view of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.

ARTICLE 5 - RESERVATIONS

5.1 RESERVATION REQUIREMENTS

5.1.1 We or our Authorised Agent will record your reservation(s). We will also provide you with written confirmation of your reservation(s) on request.

5.1.2 Certain Tariffs have conditions which limit or exclude your right to change or cancel reservations.

5.2 PAYMENT DEADLINE

If you have not paid for your Ticket by the check-in deadline publicised, we reserve the right to cancel your reservation.

5.3 PERSONAL DATA

5.3.1 You recognise that personal data have been given to us for the purposes of: making a reservation, purchasing a Ticket and other services you have chosen, developing and providing services, facilitating immigration and entry procedures, and making your travel data which you have provided available to the relevant authorities. For these purposes, you authorise us to retain and use such data and to pass them on to our own offices, Authorised Agents, authorities, other Carriers or the providers of the above-mentioned services.

5.3.2 We may also give your name and address to third parties if your conduct causes damage or injury to other passengers.

5.3.3 You are aware that the authorities of certain countries require, for security and immigration purposes, access to pass travel data related to travelling to and from such countries, and you authorize us to transfer to such authorities for the mentioned purposes Passenger Name Record (PNR) data, such as your full name, date of birth, complete home address, telephone numbers, information on your travel partners, date of reservation/ticket issuance and of intended travel, payment information, your travel status and travel itinerary, Frequent Flyer information, information concerning your historical changes to the PNR et cetera. You are aware that this data could be transferred to countries where the data is not equivalent to that provided under Swiss law.

5.3.4 Under U.S. Law, U.S. Customs and Border Protection (CBP) will receive information on PNR data, about passenger's flights from the U.S. The U.S. authorities have made the same presentations towards Switzerland with respect to

PNR data from flights between Switzerland and the U.S.A. as it has done in its Undertakings towards the European Union, CBP has undertaken that it uses this PNR data for the preventing and combating terrorism and other transnational serious crimes. The information will be retained for at least 3 years and six months and may be shared with other authorities. Further information about these arrangements, including measures to safeguard your personal data can be obtained from the [CBP's website](#) or the [website of the Federal Office for Civil Aviation](#).

5.4 SEATING

We will endeavour to honour all advance seating requests but we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after you have boarded the aircraft. Such action may be necessary for operational, safety or security reasons.

5.5 RECONFIRMATION OF RESERVATIONS

5.5.1 Onward or return reservations may have to be reconfirmed within specified time limits. We will advise you when we require such reconfirmation, and how and where it should be done. If a reconfirmation is required and you fail to do so, we may cancel your onward or return reservations. However, if you advise us that you still wish to travel, we will reinstate your reservation and transport you if there is space on the flight. If there is no longer space on the flight, we will do what we can under the circumstances to transport you to your next or final destination.

5.5.2 We advise you to check with any other Carriers involved in your journey on their own reconfirmation requirements. You may need to reconfirm your reservation with the Carrier whose code is shown on the Ticket for the flight in question.

5.6 CANCELLATION OF ONWARD RESERVATIONS

Please note that if you do not show up for a flight without advising us in advance, we may cancel your return or onward reservations. But if you do advise us in advance that you will not be taking the initial flight concerned, we will not cancel any subsequent flight reservations.

ARTICLE 6 - CHECK-IN AND BOARDING

6.1 Check-in Deadlines vary from airport to airport. Your journey will be smoother if you allow yourself ample time to meet all Check-in Deadlines. We reserve the right to cancel your reservations if you do not meet the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight with us. But you should also inform yourself of the Check-in Deadlines for any subsequent flights in your journey. Check-in Deadlines for our flights are shown in our timetable or may be obtained from us or our Authorised Agent.

6.2 You must be present at the boarding gate no later than the time specified by us when you check in.

6.3 We may cancel the seat reserved for you if you fail to arrive at the boarding gate in time.

6.4 We will not be liable to you for any loss or expense incurred through your failure to comply with the provisions of this Article.

ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

7.1.1 We may, through reasonable exercise of our discretion, refuse to carry you or your Baggage if we have given you written notice in advance that we will not carry you on our flights after a particular date. In such cases you will be entitled to a refund.

7.1.2 We may also refuse to carry you or your Baggage on our flights if one or more of the following conditions is met or could in our reasonable judgment be met:

- a. such action is necessary to comply with any applicable laws, regulations or provisions
- b. the carriage of you or your Baggage may endanger the safety, security, health or well-being of other passengers or the crew
- c. your mental or physical state, including the influence of alcohol or drugs, presents a hazard or risk to yourself, to passengers, to the crew or to property
- d. you have shown 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
- f. you have not paid the applicable fare, taxes, charges or fees
- g. you do not appear to have valid travel documents, may seek to enter a country for which you only hold a transit visa or for which you do not have valid travel documents (this also applies if we must assume that you might destroy your travel documents during the flight or might refuse to surrender your travel documents to the flight crew, against receipt, if 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 lost or stolen or is a counterfeit, or you cannot prove that you are the person named in the Ticket
- i. you have failed to comply with the requirements of Article 3.3 above regarding coupon sequence and use, or you present a Ticket which has not been issued or modified by us or our Authorised Agent, or the Ticket is mutilated
- j. you fail to observe our safety or security instructions

7.2 SPECIAL ASSISTANCE

Unaccompanied children, persons with disabilities, pregnant women, persons with illnesses or other people requiring special assistance can only be carried if such carriage has been agreed with us in advance. Passengers with disabilities who advised us of any special requirements they have when they made their reservation and have been accepted by us for carriage may not subsequently be refused carriage on the basis of such disability or these special requirements.

7.3 CHILDREN

7.3.1 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 they are a brother or sister of the child concerned. Children under two years of age may only travel if they are each

accompanied by at least one adult.

7.3.2 Children aged between five and eleven may only travel unaccompanied by an adult with our agreement. All children aged under eleven who are travelling unaccompanied by an adult 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 a supplementary fee.

ARTICLE 8 - BAGGAGE

8.1 FREE BAGGAGE ALLOWANCE

You are entitled to carry a certain amount of Baggage free of charge, subject to our conditions and restrictions. These conditions and restrictions are available from us or our Authorised Agents upon request, and are also shown in your ticket.

8.2 EXCESS BAGGAGE

You will be required to pay an additional fee for the carriage of Baggage in excess of the free Baggage allowance. Our excess baggage rates are available from us upon request.

If you wish to transport over 100 kilos of excess baggage and/or bulky items (such as cycles or wheelchairs), you must notify us of such intention in advance. If you fail to do so, we reserve the right to refuse carriage of such excess baggage and/or bulky items. Any excess baggage which you wish to transport as air cargo must be handed in at least 24 hours before you check in for your flight.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You may not include in your Baggage:

- a. items which are likely to endanger the aircraft or persons or property aboard the aircraft, including those items specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and our own regulations (further information is available from us on request)
- b. items whose carriage is prohibited by the applicable laws and regulations of the country of departure or destination
- c. items which we may reasonably consider to be unsuitable for carriage because they are dangerous or unsafe, because they cannot be transported owing to their weight, size, shape or character, or perishable or because they are too fragile for the type of aircraft being operated. Information about unacceptable items is available from us upon request

8.3.2 Firearms and ammunition other than for hunting and sporting purposes may not be carried as Baggage. Firearms and ammunition for hunting and sporting purposes may only be carried as Checked Baggage. Firearms must be unloaded with the safety catch on, and must be suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations specified in 8.3.1a) above.

8.3.3 Weapons such as antique firearms, swords, knives and similar objects may be accepted as Checked Baggage at our discretion, but may not be taken into the cabin of the aircraft.

8.3.4 Your Checked Baggage may not include any money, medication, keys, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, other identification documents or samples.

8.3.5 If, despite the above prohibitions, any items specified in 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we may not be held responsible for any loss or damage to such items.

8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to 8.3.2 and 8.3.3 above, we will refuse to carry as Baggage any items described in 8.3, and may refuse the further carriage of any such items if discovered.

8.4.2 We may refuse to accept Baggage for carriage unless it is, in our reasonable opinion, properly and securely packed in suitable containers. Information on packing and containers unacceptable for carriage is available from us upon request.

8.5 RIGHT OF SEARCH

For reasons of safety and security, we may request that you permit a search and scan of your person and a search, scan or X-ray of your Baggage. Your Baggage may also be searched and X-rayed in your absence. These activities are designed to determine whether you are carrying or your Baggage contains any items prohibited under 8.3.1 or any firearms, ammunition or weapons of which we have not been notified in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such a request, we may refuse to carry you and your Baggage. Should a search, scan or X-ray cause damage to you or your Baggage, we may not be held liable for such damage unless it is due to our gross negligence.

8.6 CHECKED BAGGAGE

8.6.1 Once you have handed your Baggage you wish to check in to us, it will become our responsibility. We will issue a Baggage Identification Tag for each piece of your Baggage which you check in. Baggage which you intend to take on board as Unchecked Baggage and which we ask you to surrender to us on boarding for placement in the cargo compartment will be regarded as Checked Baggage covered by your Baggage Check.

8.6.2 All Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless this is not possible for safety, security or operational reasons. If your Checked Baggage is carried on a subsequent flight, we will deliver it to you, unless the applicable law requires you to be present for the corresponding Customs clearance.

8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions and/or maximum weights for Baggage which you carry on to the aircraft. If we have not done so, any Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the aircraft's cabin. If your Baggage cannot be stored in this manner, or if it is of excessive weight or is otherwise considered dangerous, you will be asked to surrender it to us and it will be carried as Checked Baggage.

8.7.2 Objects which are not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements of 8.7.1 above will only be accepted for carriage in the cabin if you have given us advance notice of

this and we have agreed to such carriage. You may be asked to pay an additional charge for this service.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to 8.6.3 above, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. We may charge you a storage fee if your Checked Baggage is not collected within a reasonable time. If you do not collect your Checked Baggage within three (3) months of it being made available, we may dispose of it without any liability towards you.

8.8.2 Checked Baggage will only be delivered to the bearer of the relevant Baggage Check and Baggage Identification Tag(s).

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will only deliver this Checked Baggage to the person concerned if they can prove their entitlement to collect it to our satisfaction.

8.9 ANIMALS

Animals can be carried, subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds and other pets are properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit. Animals not meeting these criteria cannot be carried. Additional provisions for the carriage of animals are available from us on request.

8.9.2 Any animal which we accept as Baggage, together with its container and food, will not be included in your free Baggage allowance, but will be regarded as excess baggage, for which you will have to pay the applicable fee.

8.9.3 Guide dogs accompanying visually impaired Passengers will be carried free of charge in addition to the normal free baggage allowance, subject to special regulations specified by us which are available on request.

8.9.4 In cases where the carriage of an animal is not subject to the liability provisions of the Convention, we may not be held liable for any injury to or the loss, sickness or death of the animal which we have agreed to carry, unless such events are attributable to gross negligence on our part.

8.9.5 We assume no liability for any animal not having all the necessary entry, exit, health and other documents relating to the animal's entry into or passage through any country. In such cases, the person accompanying the animal will be required to reimburse us for any fines, reasonable costs, losses or compensation payments which we incur as a result of such documentary inadequacies.

ARTICLE 9 - SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of their publication and the date you actually travel. We cannot guarantee these times to you, and they do not form part of your contractual agreement with us.

9.1.2 Before we accept your reservation, we will notify you of the scheduled flight time in effect at the time, and will show this on your Ticket. We may, however, need to change our scheduled flight time after your Ticket has been issued. If you provide us with a contact address, we will endeavour to notify you of any such changes.

Should we make a significant change to the scheduled flight time after you have purchased your Ticket, the new time is not acceptable to you and we are unable to book you on an alternative flight which is more acceptable to you, you will be entitled to a refund in accordance with 10.2 below.

9.2 CANCELLATIONS, REROUTINGS AND DELAYS

9.2.1 We will take all necessary steps to carry you and your baggage punctually. To avoid flight cancellations we may, in exceptional circumstances, arrange for a flight to be operated on our behalf by an alternative Carrier and/or aircraft.

9.2.2 Unless specified otherwise in the Convention, if we cancel a flight, fail to operate a flight reasonably according to schedule, fail to land at your final or Stopover destination or cause you to miss an onward flight for which you hold a confirmed reservation, we shall, at your option:

- a. carry you on another of our scheduled services on which space is available without additional charge and, where necessary, with an extension of the validity of your Ticket; or
- b. re-imburse you the price of the coupon or the coupons not used by you with a Miscellaneous Charges Order, MCO; or
- c. refund the corresponding fare in accordance with the provisions of 10.2 below
- d. if it is not possible to carry you to the destination shown on your Ticket within a reasonable period of time using our own services and if you do not wish a refund, we may use the services of another carrier chosen by us to bring you to the destination

9.2.3 Unless otherwise specified by the Convention, should any of the events specified in 9.2.1 above occur, the options outlined in Article 9.2.2 are the sole and exclusive options available to you and we shall have no further liability towards you.

9.2.4 If, owing to overbooking, we are unable to provide a seat for you on a flight for which you hold a confirmed reservation, we will provide denied boarding compensation in accordance with the applicable law and our own denied boarding regulations (see Article 16).

ARTICLE 10 - REFUNDS

10.1 GENERAL

We will refund Tickets or any unused Flight Coupons in accordance with the applicable Tariff provisions as follows:

10.1.1 Unless otherwise provided in this Article, we shall be entitled to make refund either to the person named on the Ticket or to the person who paid for the Ticket, provided satisfactory proof can be produced of such payment.

10.1.2 If the Ticket has been paid for by a person other than the passenger named on it, and if the Ticket indicates that there is a restriction on refunds, we will make the refund only to the person who paid for the Ticket or in accordance with that person's instructions.

10.1.3 Except in the case of a lost Ticket, refunds will only be made in exchange for the Ticket and all unused Flight Coupons.

10.2 INVOLUNTARY REFUNDS

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to land at your final or Stopover destination or cause you to miss an onward flight for which you hold a confirmed reservation, we will award you a refund.

10.2.2 If no Flight Coupons have been used, we will refund the fare paid, including all taxes, charges and fees.

10.2.3 If one or more Flight Coupons have been used, we will refund at least the difference between the fare paid and the applicable Tariff for travel between the points for which the Ticket has been used. We will also refund any taxes, charges or fees you have paid for those routes in your Ticket which you have not flown.

10.3 OTHER REFUNDS

If you are entitled to a refund on your Ticket for reasons other than those stated in 10.2, the refund will be made in accordance with the following principles:

10.3.1 If no Flight Coupons have been used, you will receive the fare paid less a reasonable service charge or cancellation fee.

10.3.2 If one or more Flight Coupons have been used, we will refund at least the difference between the fare paid and the applicable costs of travel between the points for which the Ticket has been used, less a reasonable service charge or cancellation fee.

10.4 REFUNDS ON LOST TICKETS

If you lose your Ticket or (a) Flight Coupon(s) and can provide us with satisfactory proof of such loss, we will pay you a refund in accordance with Art. 10.3 as soon as possible after the Ticket's validity has expired, provided that:

10.4.1 the lost Ticket or Flight Coupon has not been used, already refunded or replaced (unless such use by, refund to or replacement for a third party is due to our own negligence);

10.4.2 the person to whom the refund is made undertakes to repay us the amount refunded, in such form as may be prescribed by us, in the event of fraud and/or to the extent that the lost Ticket or Flight Coupon is used by a third party (unless such fraud or use by a third party is due to our own negligence).

10.4.3 Should we or our Authorised Agent lose a Ticket or a Flight Coupon, we shall be liable for such loss.

10.5 RIGHT TO REFUSE A REFUND

10.5.1 We may refuse to make a refund if you do not apply for such a refund until after the validity of the Ticket concerned has expired.

10.5.2 We may refuse a refund on a Ticket which has been presented to us or to an authority as evidence of an intention to depart from the country concerned, unless you can demonstrate to our satisfaction that you have permission to remain in the country or that you will be departing from that country on another Carrier or by another means of transport.

10.6 CURRENCY

We reserve the right to make a refund in the same manner and in the same currency as that used to pay for the Ticket.

10.7 VOLUNTARY REFUNDS

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by his Authorised Agent in accordance with its own rules on voluntary refunds.

ARTICLE 11 - CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

If, in our opinion, you conduct yourself in such a way that you endanger the aircraft or any person or property on board, obstruct the crew or fail to comply with any instructions of the crew, especially with respect to smoking or alcohol or drug consumption, or if you behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent the continuation of such conduct, including restraint. You may be removed from the aircraft and refused onward carriage, and you may be prosecuted for any offences committed on board. It is forbidden to consume any alcohol which you may have personally brought on board. It is also forbidden to bring any drugs on board or to consume them on board. On all our flights smoking is prohibited.

11.2 ELECTRONIC DEVICES

For safety reasons, we may prohibit or restrict the use aboard the aircraft of electronic equipment, especially cellular phones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, radio-controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is permitted.

ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with a third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rentals, we will be acting solely as an agent for this third party in doing so, and their own terms and conditions will apply.

12.2 If we are also providing surface transportation to you, other regulations may apply to such surface transportation. Such regulations are available from us upon request.

ARTICLE 13 - ADMINISTRATIVE FORMALITIES

13.1 GENERAL

13.1.1 You are responsible for obtaining all the requisite travel documents and visas and for complying with all laws, regulations and directives of the countries you fly from, to or through during your travel. You are also responsible for finding out which immigration documents are required for your travel.

13.1.2 We shall not be liable for any failure on your part to obtain the requisite immigration documents or visas, or for any non-compliance on your part with the laws, regulations and directives of the countries concerned.

13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all entry, exit, health and other documents required by law, regulation or directive of the countries concerned. We are entitled to make and retain copies of these documents or to scan your documents electronically. We reserve the right to refuse you carriage if you do not comply with these requirements, or if your travel documents do not seem to be in order.

13.3 REFUSAL OF ENTRY

If you are denied entry into a country, you will be responsible for paying any fine or charge levied against us by the authorities concerned, and for the cost of transporting you from that country. The fare collected for your carriage to the point at which you were denied entry will not be refunded.

13.4 PASSENGERS' LIABILITY FOR FINES, DETENTION COSTS ETC.

If we are required to pay any fine or penalty or incur any expenditure through your failure to comply with laws, regulations or directives in any country, or if you are unable to produce the documents required, you will be required to reimburse us, on demand, for any amount so paid or expenditure so incurred. We are entitled to put the value of any unused Coupons in your Ticket or any other amounts owed to you towards such payment or expenditure.

13.5 CUSTOMS INSPECTION

You must attend any inspection of your Baggage by the Customs or other authorities upon demand. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 SECURITY INSPECTION

You must submit to any security checks ordered by authorities, airport officials, Carriers or ourselves.

ARTICLE 14 - SUCCESSIVE CARRIERS

Carriage which is to be performed by us and other Carriers under a single Ticket or under a Conjunction Ticket will be regarded as a single operation for the purposes of the Convention. However, your attention is also drawn to 15.1.5 below.

ARTICLE 15 - LIABILITY FOR DAMAGE

15.1 GENERAL PROVISIONS

15.1.1 Our own liability and the liability of each Carrier involved in your journey will be determined by the Convention, applicable laws and by our Conditions of Carriage or by the Conditions of Carriage of the Carrier concerned.

15.1.2 Unless otherwise stated herein, the liability rules of the Convention shall apply.

15.1.3 If your carriage is not subject to the liability rules of the Convention, the provisions of Swiss law shall apply; the following provisions shall also apply.

15.1.4 Any liability we have for Damage will be reduced or will be excluded in accordance with applicable law by any negligence on your part which causes or

contributes to the Damage or if it is caused or contributed to by third parties.

15.1.5 We will be liable only for Damage occurring during carriage on flights or flight segments where our Designator Code appears in the Ticket for the flight or flight segment concerned. If we issue a Ticket or accept Baggage for carriage by another Carrier, we do so only as agents for the other Carrier. In the case of Checked Baggage, however, you are entitled to make a claim against the first or the last Carrier.

15.1.6 If you have concluded the Contract of Carriage with another Carrier and if we carry you or if you concluded the Contract of Carriage with us and you are carried by another Carrier (Codeshare) and if damage occurred during such carriage, you may notify such damage to and claim damages either from us or the other carrier.

15.1.7 We will not be liable for Damage arising from the compliance with legal or official provisions, or for Damage arising from your non-compliance with the same.

15.1.8 Unless specified otherwise in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses, in accordance with the Convention.

15.1.9 We are not liable for any illness, injury, disability or death attributable to your existing physical condition or any deterioration in the same.

15.1.10 The contract of carriage, including these Conditions of Carriage and restrictions on liability, also applies to our Authorised Agents, our employees and our other assistants and representatives. The total amount recoverable from us and from such Authorised Agents, employees, assistants and representatives shall not exceed the amount of any liability of our own.

15.1.11 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or under applicable laws unless otherwise expressly stated in these Conditions.

15.2 DAMAGE TO BAGGAGE AND DELAY OF BAGGAGE

15.2.1 We are liable for Damage to Checked Baggage and for delay of baggage in accordance with the Convention. If the carriage is subject to the Montreal Convention, we are liable regardless of our fault. We are not liable for checked baggage if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personnel items, we are liable if the damage resulted from our fault. In case of delay of baggage, we are not liable if we have taken all measures that could reasonably be required to avoid the damage or that it was impossible for us to take such measures. We are only liable for Damage to Unchecked Baggage if this Damage has been caused by our negligence.

15.2.2 In the case of Damage to Checked Baggage or of its delay, our liability will be limited to a maximum of 17 SDRs per kilo; and in the case of Damage to Unchecked Baggage, our liability will be limited to a maximum of 332 SDRs per passenger if the carriage is subject to the Warsaw Convention/Hague Protocol/Montreal Protocol. If we are liable in accordance with the Montreal Convention, our liability for Checked and Unchecked Baggage and for delay of checked baggage will be limited to 1'000 SDRs per passenger.

15.2.3 The limits specified in 15.2.2 with respect to the Warsaw Convention/Hague Protocol do not apply if we caused the Damage with intent or recklessly and with knowledge that such Damage would probably result.

15.2.4 In cases in which the weight of a baggage item was not recorded when it was checked in, we will assume that the total weight of the Checked Baggage did not exceed the free baggage allowance for the class of travel concerned. If you declared

the item in writing to be more valuable than this when checking it in (and paid the appropriate additional fee), we will be liable for any Damage to this item up to the higher amount declared.

15.2.5 You are liable for damages caused by your Baggage, if they are due to your negligence. This holds true for any Damage caused by your Baggage to other persons, to the property of third parties or to our own property.

15.2.6 We are not liable for any Damage to items which cannot be surrendered as Checked Baggage in accordance with 8.3 above, including fragile or perishable goods or particularly valuable items such as money, keys, medication, jewellery, precious metals, computers, electronic devices, securities or other valuables, business documents, passports, other identification papers or samples.

15.3 PERSONAL DAMAGE OR INJURY

Should we be liable for your death, injury or other bodily injury.

15.3.1 We shall not invoke any limitation of liability with regard to any claim for recoverable compensatory damages arising under Article 17 of the Convention.

15.3.2 For any claims up to 100,000 SDR's we shall not avail ourselves of the defense that we or another carrier were not at fault causing the damage.

15.3.3 Unless otherwise provided in 15.3.1 and 15.3.2 above, we reserve all defences to such claims available under the Convention and the applicable national law. With respect to third parties, we also reserve all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

15.3.4 We will compensate you or your next-of-kin for the Damage actually suffered, provided such Damage is not covered by insurance policies or similar institutions which can themselves make a claim of recovery against us. We will also compensate you for moral damages in accordance with the applicable law.

15.3.5 Should you suffer an accident aboard one of our aircraft and be killed, be wounded or suffer other bodily injury, or should such an event occur aboard a flight for which we are shown as the Carrier in the document of carriage, we will make, within 15 days of determining who is entitled to compensatory damages, make an advance payment to meet immediate financial needs.

The amount of advance to be paid will be determined by the degree of damage or injury suffered. In the event of death, it will amount to 16,000 SDRs per passenger.

15.3.6 The payment of such an advance shall not constitute any acceptance of liability on our part. We may also deduct such payments from any subsequent amounts which we are required to pay as a result of any liability on our part. This advance payment will have to be repaid if it is subsequently proven that you caused or contributed to your own death or injury through your own behaviour, especially through negligence on your part, or if your death was caused or contributed to by an existing sickness or impairment. The same shall apply if the person receiving the advance payment caused or contributed to the death or injury through negligence, or has no entitlement to compensatory damages.

15.4 LIABILITY IN THE CASE OF DELAY

If we are liable for your delay, our liability will be limited to 4,150 SDRs per passenger in accordance with the Convention. We are not liable if we took all measures that could reasonably be required to avoid the damage or that it was impossible for us to take such measures. Please note that Art. 9 and Art. 16 of these Conditions may also apply in cases of delay.

15.5 LIABILITY IN THE CASE OF CODESHARE FLIGHTS

In the case of flights operated by us as codeshare services in association with another Carrier, we will be liable to those passengers who concluded a contract of carriage with us and on whose Tickets we are shown as the Carrier by our Designator Code. We shall only be liable for damages towards passengers of our codeshare partner if we are the operator of the flight on which the damage occurs (see also Art. 15.1.6).

ARTICLE 16 - COMPENSATION FOR OVERBOOKING

16.1 OVERBOOKING FOR FLIGHTS DEPARTING FROM SWITZERLAND OR FROM AN AIRPORT WITHIN THE EU

For flights departing from an airport in Switzerland or in the EU, you as a passenger have in case of over booking the rights as established in EC-Regulation 295/91. If EC-Regulation 261/2004 is applicable, your rights are subject to this regulation.

16.1.1 Should more passengers hold confirmed reservations for a particular flight than the capacity available, and should we have to refuse carriage to you as a result of such overbooking, you will receive compensation provided that:

- a. you hold a properly-issued Ticket and we or our Authorised Agent confirmed the reservation with due regard to all applicable regulations, and
- b. you reported to check-in within the specified time.

16.1.2 We may seek passengers willing to voluntarily forgo carriage on a flight for which they hold a confirmed reservation in return for appropriate compensation.

16.1.3 When assigning the seats available on an overbooked flight, we will give priority to unaccompanied minors and to sick or disabled passengers. We will assign seats to the remaining passengers in the order in which they checked in for the flight. We may also establish other non-discriminatory criteria when assigning such seats.

16.1.4 If you are denied boarding on departures from Switzerland or an airport within the EU, you may choose between:

- a. reimbursement of the fare paid for the unused Flight Coupon or
- b. rebooking on an alternative flight to your place of destination as stated in your Ticket on either the first available flight or at a later date, whichever you prefer

16.1.5 In addition to the above, if you are denied boarding, you will be entitled to compensation as follows:

| Distance to place of destination | Delay in arrival at place of destination | Compensation amount |
|---|---|----------------------------|
| Up to 3500 kilometres | Up to two hours | EUR 75.00 |
| Up to 3500 kilometres | Over two hours | EUR 150.00 |
| Over 3500 kilometres | Up to four hours | EUR 150.00 |
| Over 3500 kilometres | Over four hours | EUR 300.00 |

16.1.6 For flights subject to EC-Regulation 261/2004 different compensations will apply. We will compensate you for denied boarding in the national currency of the

point at which boarding is denied.

16.1.7 In cases in which the fare for a one-way flight on the sector for which boarding is denied is lower than the compensation stated under 16.1.5 above, the compensation paid by us will amount to this one-way fare.

16.1.8 You may choose whether you wish to receive your denied boarding compensation in the form of a cash payment or a travel voucher. If you choose the travel voucher option, the compensation paid under 16.3.2 above will be increased by 50 per cent.

16.1.9 In addition to the above, we will reimburse you in the event of denied boarding for:

- one phone call and one telex or fax message to your place of destination;
- reasonable costs for meals and accommodation incurred by you while waiting for carriage;
- the costs of all transfers within the airport area;
- the costs of all transport between the new and the original destination airport, in cases where a city or region is served by more than one airport.

16.1.10 The payment of denied boarding compensation and benefits will not limit your further statutory rights.

16.2 COMPENSATION FOR DEPARTURES WITHIN THE USA AND CANADA

16.2.1 Should we deny boarding to you from a departure airport in the United States or Canada, the following provisions shall apply instead of 16.1 above:

Compensation for a delay of up to four hours USD 200.00

Compensation for a delay of over four hours USD 400.00

16.2.2 If you accept the amounts shown in 16.2.1 above, you will have no recourse to further compensation.

16.3 EXCEPTIONS

We will not be obliged to compensate you in the event of denied boarding as specified in 16.1 and 16.2 above if you are flying on the flight concerned free of charge or on a reduced-fare ticket which is not available either directly or indirectly to the public, or if circumstances prevail which entitle us, in accordance with these Conditions of Carriage and the relevant legal provisions, to refuse your carriage.

ARTICLE 17 - TIME LIMITATION ON CLAIMS AND ACTIONS

17.1 NOTICE OF CLAIMS

17.1.1 The acceptance of Baggage by you as the bearer of the Baggage Check without complaint at the time of delivery will be considered sufficient evidence that we have delivered the Baggage in good condition and in accordance with the contract of carriage, unless you prove otherwise.

17.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage and, within seven (7) Days at the latest of receipt of the Baggage. If you wish to file a claim or an action regarding a delay to the delivery of Checked Baggage, you must notify us within

twenty-one (21) Days of the date the Baggage is placed at your disposal. All such notifications must be made in writing.

17.2 LIMITATION OF ACTIONS

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

ARTICLE 18 - APPLICABLE LAW

The contract of carriage and its associated legal provisions are subject to Swiss law, unless the application of another national law is mandatory.

ARTICLE 19 - OTHER REGULATIONS

The title of each Article of these Conditions of Carriage is for convenience only, and may not be used for the interpretation of the text.

These Conditions have been approved by the Swiss Federal Office for Civil Aviation on February 25, 2005 in accordance with Art. 4 of the Swiss Regulation on Carriage by Air.

The approved German version of these General Conditions of Carriage prevails over its translated versions.