

This notice summarizes the liability applicable to the Carrier as Community air carrier in accordance with the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) N° 2027/97 and as amended by Regulation (EC) N° 889/2002 and national legislation of the Member States. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the Agreement between Carrier and the Charterer (and its passengers). No representation is made by Carrier as to the accuracy of the contents of this notice. Note that, depending on your itinerary, the liability of the Carrier (including the Carrier as indirect air carrier) may be governed by other conventions, and in which case the liability limits are generally lower than those set forth hereunder.

- Compensation in the case of death or injury - There are no financial limits to the liability for passenger injury or death. For damages up to 113.100 SDRs (approx. € 124.000) the Carrier cannot contest claims for compensation. Above that amount, the Carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
- Advance payment - In the event of death or bodily injury by a passenger, the Carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16.000 SDRs (approx. € 17.600).
- Passenger delays - In case of passenger delay, the Carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4.694 SDRs (approx. € 5.163) per passenger.
- Baggage delays - In case of baggage delay, the Carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1.131 SDRs (approx. € 1.244) per passenger.
- Destruction, loss or damage to baggage - The Carrier is liable for destruction, loss or damage to baggage up to 1.131 SDRs (approx. € 1.244). In the case of checked baggage, the Carrier is liable even if not at fault, unless the baggage was defective. In the event of unchecked baggage, the Carrier is liable only if at fault.
- Higher limits for baggage - A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.
- Complaints on baggage - If the baggage is damaged, delayed, lost or destroyed, a written complaint must be submitted to the Carrier within 7 days from date on which the baggage was placed at the passenger's disposal, and in the event of delay, within 21 days.
- Liability of contracting and actual carriers - If the carrier actually performing the flight is not the same as the contracting air carrier (the "Carrier"), the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the air transport ticket, that air carrier is the contracting air carrier.
- Time limit for court action - Any action in court to claim indemnification must be brought within 2 years from the date of arrival of the Aircraft, or from the date on which the Aircraft was supposed to have arrived.
- Exoneration - If the Carrier proves that any damage covered by these liability rules was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

This notice has to be read in conjunction with Regulation (EC) N° 261/2004 on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

Charterer commits to have duly circumvented and communicated this notice to the passengers boarding the Aircraft under the Agreement.