

General Conditions of Carriage for Passengers and Baggage

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WDL Aviation GmbH & Co. KG, Airport Cologne/Bonn, Hangar 6, 51147 Köln, Germany

General Conditions of Carriage for Passengers and Baggage

Article I - Definitions

The following terms have the meaning assigned to them, unless the context of these General Conditions otherwise requires or where it is expressly provided:

Agreed stopping places:

are places under the Convention and these General Conditions of Carriage - except for the place of departure and destination- which are indicated in the ticket or in the flight plan of the air carrier as scheduled places of landing on the routing of the passenger.

Air carrier:

is any air carrier, who carries out or takes over the carriage by air of the passenger and/or his Baggage on the basis of the ticket or who renders or takes over other services in connection with the carriage. Air Carrier in these General Conditions of Carriage is WDL unless the Air Carrier is expressly named as "Contracting Carrier" or "Operating Carrier".

Contracting carrier:

is any natural or legal person or entity, that has entered into a contract of carriage of passengers, baggage and/or cargo by air with a traveller or consignor and who has authorised another person to perform the whole or part of the carriage.

Actual carrier:

is any natural or legal person or entity, who by virtue of authority by the Contracting Carrier performs the air carriage of passengers, baggage and/or cargo.

Baggage:

are all objects intended for use by the passenger. This term includes any baggage whether registered or not unless agreed otherwise.

Registered Baggage:

is the baggage which the air carrier takes care of and for which he has issued a baggage receipt.

Not registered Baggage:

is the Baggage of the passenger with the exception of the registered Baggage.

Baggage Mark:

is a mark issued by the air carrier exclusively for the identification of registered Baggage, which is attached to the registered Baggage by the air carrier and the part of which, that serves the identification, is handed over to the passenger.

Baggage receipt:

is part of the ticket which refers to the transport of the registered Baggage of the passenger.

Carriage:

means, unless expressly otherwise provided, the carriage of passengers, baggage and/or cargo by air.

Charterer:

is the natural or legal person or entity for which WDL on the basis of a contract undertakes the air carriage of passengers and baggage.

Conjunction Ticket:

means a Ticket issued to a passenger with relation to another Ticket which together constitute a single contract of carriage.

Convention:

means the Convention for unification of certain rules for international carriage by air which was agreed 28 May 1998 in Montreal (Montreal Convention).

Damage:

includes death, personal injury, delay, loss, or other damages/injuries which result from or in connection with the transport or other services rendered by the air carrier.

Days:

are entire calendar days including Sundays and Bank holidays. In the event of announcements/notices, the day on which the announcement/notice is mailed will not be included in the calculation. For the establishment of the term of validity, the day of the issue of the ticket or the day of the beginning of the flight is not included in the calculation.

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Flight Coupon:

is the part of the ticket that bears the notation „entitled for passage“ or “good for passage” and indicates the places between which the coupon entitles to be carried.

Flight Price:

is the amount to be paid for the carriage on a particular routing.

Passenger:

any person, except crew members, that is or will be carried in an aircraft with the consent of the air carrier.

Passenger Coupon:

is the part of the ticket with a corresponding entry and which remains with the passenger.

SDR:

means a Special Drawing Right as defined by the International Monetary Found.

Stop-over:

is the stop during the journey upon request of the passenger at a place between the place of departure and the place of destination which has been approved by the air carrier in advance.

Ticket:

is the document issued by air carrier or for the air carrier, which is marked as „ticket and luggage receipt“ or as „electronic ticket“. The terms of General Conditions of Trade and the references contained therein and the flight coupon and the passenger coupon are part of the ticket.

Article II - Range of application/Scope

General:

These Conditions of Carriage apply to any carriage of passengers and baggage in aircraft of WDL or that WDL undertakes as air carrier. These are the conditions of carriage to which the ticket refers. They also apply in the case that no ticket is issued.

Transport free of charge:

These Conditions of Carriage apply carriages free of charge, subject to deviating agreements.

Additional Terms and Conditions of the Contracting Carrier:

In the case that WDL renders its services as actual carrier by virtue of another contracting carrier the General Terms and Conditions and General Conditions of Carriage of the contracting carrier apply additionally. In the case of discrepancies the General Conditions of Carriage of WDL prevail the Terms and Conditions and/or General Conditions of the contracting carrier. The passenger who accepts carriage by the contracting carrier accepts the General Conditions of Carriage of WDL. The contracting carrier is obliged to bring the General Conditions of Carriage of WDL to the knowledge of the passenger or consignee and to keep them ready for inspection by passengers and consignees.

Proposing Law:

In the event that any term of these General Conditions of Carriage or of a condition referred to is in contradiction to terms of the Convention, to a law, to official regulations, regulations or impositions which may not be eliminated by agreement between the parties, this term is considered part of the carriage contract only as far as such a contradiction does not exist. The possible ineffectiveness of a term of these General Conditions of Carriage does not affect the effectiveness of the other terms.

Article III – Ticket

Ticket or the inclusion on the passenger list as proof of the Carriage Contract:

The ticket or the inclusion in the respective passenger list is – until disproved- proof of the carriage contract between the air carrier and the passenger. The Terms of Contract contained in the ticket are a summary of terms of these general conditions of carriage and are not definitive. Two or more tickets issued in conjunction with each other (conjunction ticket) represent a single carriage contract.

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Tickets or the inclusion in the passenger list as precondition of the transport:

The passenger is entitled to carriage only upon presentation of a corresponding valid ticket, naming the passenger, which contains the flight coupon for the flight in question and the other not already used flight coupons and flight passenger coupons, unless tickets for the flight in question were not issued. In this event the passenger is entitled to carriage if he is named on the passenger list. There is no right to transport in the case that the ticket presented by the passenger is considerably damaged or has been changed afterwards, unless this has been done by the air carrier or his authorized agent. The identity of the passenger may be checked.

Subject to the receipt of Necessary approvals/rights:

All contracts are subject to WDL receiving the necessary landing-, take-off-, enroute- and traffic rights. In the event that such rights are not granted, WDL is entitled to cancel the contract. WDL is not liable for damages if WDL has taken all necessary steps in order to receive the respective rights or if this was the clients obligation. All obligations of WDL under the contract are effective as far as they do not oppose peremptory regulations and are subject to the granting of necessary approvals and the necessary decisions and impositions of the authorities, subject to the condition that they can be complied with.

Loss of ticket:

in the event of a considerable damage or the loss of the ticket or of a part of the ticket or in the event that the ticket cannot be presented including the passenger coupon and all unused flight coupons the air carrier may upon request of the passenger issue another ticket completely or partly free of charge if it is proved to the air carrier`s satisfaction that the ticket was originally issued in due order. Moreover the air carrier is entitled to the passenger`s undertaking in an appropriate manner to make an extra payment of the flight price of the replacement`s ticket in the event that the lost ticket or lost flight coupon has been presented by another person for the purpose of transport or reimbursement.

Exclusion of assignability:

The ticket is unassignable. In the event that the ticket is presented by another person than the one entitled to carriage or to reimbursement, the air carrier is not liable to the person entitled to carriage or reimbursement if the carriage was effected in good faith or if the reimbursement to the person presenting the ticket was granted in good faith.

Scope of application:

Each flight coupon will be accepted exclusively for carriage in the indicated carriage category and day and flight. In the event that the flight coupon cannot be accepted because the air carrier cancels a flight or does not carry out a flight or does not effect a flight to one of several planned destinations, the reimbursement of the flight price as well as the question of a possible compensation for damage is subject to the terms of the charter agreement regarding the flight as well as the General Terms and Conditions of the air carrier, no matter whether the charter agreement was executed directly with the passenger or with a charterer or other third party (organizer, broker etc.). Passenger`s claims against the third party are unaffected.

Order of use of the flight coupons and presentation of ticket:

The air carrier shall accept flight coupons only in the order indicated on the passenger coupon beginning with the place of departure. The passenger coupon and all unused flight coupons, as far as they have not been handed over to the air carrier before, have to be carried by the passenger during the entire time of carriage and have to be presented to the air carrier upon request. Respective flight coupons have to be handed over to the air carrier upon request.

Rewriting of a ticket on passengers request:

A rewriting of a ticket on passengers request is excluded.

Name and address of the air carrier:

The name of the air carrier may be abbreviated in the ticket. The address of the air carrier is WDL Aviation GmbH & Co. KG, Hangar 6, Airport Cologne/Bonn, 51147 Cologne, Germany.

Article IV - Flight price and additional charges

Applicable Flight price:

The flight prices are subject to individual contracts with the passenger or the party ordering/charterer.

All prices are net prices. As far as the service of the air carrier represents a service subject to value added tax the applicable value added tax will be added.

The prices agreed upon have to be paid by the party ordering/charterer in advance of the agreed time of departure even if the air carrier has not issued an invoice, unless the air carrier expressly agrees to a deviating procedure before hand. The air carrier is free of his obligations to perform in the event that the complete payment has not been effected until time of departure. In the event that the air carrier has given his consent to a deviating procedure, the invoices issued by

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the air carrier have to be paid within 14 days after receipt without deduction. The onus of proof for the agreement of the air carrier with a deviation procedure lies with the party ordering/charterer or passenger.

Currency:

The flight price has to be paid in Euro, unless otherwise agreed with the air carrier.

Payment of the flight price and the additional charges:

The air carrier is not obligated to transport and can refuse to continue the transport of the passenger and his Baggage in the event that the flight price or other additional charges to be paid, fees or taxes have not been paid by the passenger or the party ordering/charterer, or if credit agreements between the air carrier and the passenger (or the person paying for the ticket) have not been complied with. In the event of the air carriers refusal to carriage of the passenger or his Baggage under this section the air carrier is only obligated to a reimbursement according to the terms of article XIII of these General Conditions of Carriage.

Article V - Booking/reservation of seats

Preconditions for the reservation of seats:

The reservation of one or several seats for a flight is binding for the air carrier only if

- 1) the passenger/or the passengers are in possession of a ticket duly issued and the reservation has been entered in the corresponding flight coupon by the air carrier or his authorized agent and
- 2) the passenger/or the passengers or the third party awarding the contract to the air carrier has effected the payment of the amount and within the term agreed upon. In the event that one of these conditions is not complied with, the air carrier may cancel the reservation of the seat at any time without notice. Claims for damages because of breach of contract by the air carrier or his agents are limited to gross negligence and wrongful intend.

No guarantee for a special seat:

The passenger is not entitled to a special seat in the booked transport category. Reservations of seats are not binding.

Arrival for check-in in time:

The passenger has to arrive in time at the place of check-in at the airport or another place indicated by the air carrier, at the time determined by the air carrier (usually one hour before departure) at the latest or in the event, that no time has been determined, early enough before departure in order to complete the travel formalities and to render possible the check-in. In the event that the passenger does not arrive in time at the place of check-in or in the case he presents insufficient documents and is therefore not ready to fly, the air carrier may cancel the reservation. In the event that a passenger arrives late at the place of check-in at the airport or another place in the air carrier`s opinion in order to settle the formalities before the scheduled departure, the departure will not be delayed. The air carrier is not liable to the passenger for damages or expenses resulting from the air passenger not complying with these terms.

Article VI - Limitations of transport

General:

The air carrier has the right to deviate from the flight plan, the seat capacity, the Baggage weight limit per passenger or the highest possible payload if circumstances beyond his responsibility and controll require this.

The captain of the aircraft is entitled at any time to take the necessary safety measures. Insofar he has the entire power to take decisions regarding the passenger seats, the loading, distribution, fastening and unloading of the transported Baggage and cargo. Moreover he makes all decisions regarding whether and how the flight will be performed, deviation from the planned routing and when and where a landing or a stop-over has to be made.

Transport of Children:

Children who have not yet reached their 5th birthday may only be carried in the company of an adult of at least 18 years or brother or sister of at least 16 years. The carriage of children from the completed 5th year until the completed 12th year of one`s require a prior arrangement with the air carrier.

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Right to refusal of transport:

The air carrier has the right to refuse carriage or to refuse to continue a carriage of a passenger, if

- 1) this measure is necessary due to reasons of security or public order, or
- 2) this measure is necessary in order to prevent the violation of regulations of the state where the departure or the landing takes place or the state which is overflown.
- 3) the conduct, or mental or physical state, including impairment from alcohol or drugs is to such a degree that
 - a) he needs special assistance by the air carrier which cannot be granted by the air carrier or can be granted only with an excessive expenditure or
 - b) he causes considerable and repeated inconveniences and troubles or his presence is unacceptable to the other passengers or
 - c) he causes a danger to himself or other persons or objects.

Claims in case of refusal of transport:

In the event that a passenger is excluded from transport according section 3 a) or 3 b) due to the reasons mentioned before, his rights are limited to the reimbursement of the flight price regarding the not used flight coupons as far as the flight price has not been paid or is to pay by a third party awarding a contract to the air carrier. In the event of Section 3 c) a reimbursement is excluded.

Article VII - Baggage

Objects which are not acceptable as Baggage:

The passenger is not allowed to carry with him as Baggage:

- Objects which are not Baggage under article 1;
- Objects which are apt to cause a danger to the aircraft or persons or objects on board of the aircraft, in particular explosive, compressed gases, oxydizing or radioactive or magnetic materials, highly inflammable materials, poison, aggressive material and liquids of any kinds (excluding such liquids which the passenger carries in his hand-baggage for use during the journey),
- Objects the transport of which is prohibited due to regulations of the state where the place of departure and the place of landing is and of the state which is overflown.
- Objects which in the opinion of the air carrier are not appropriate for transport due to their weight, their seize or their kind. As hand Baggage objects will not be accepted, whose maximal length plus maximal height plus maximal width does not exceed 100 cm or whose weight exceeds 3 kg per passenger.
- Living animals; Dogs, cats, birds and other pets will be accepted for transport only subject to section 9 of this article.
- objects which due to their nature are apt to damage the baggage of other passengers and are apt to be damaged themselves during transport, such as perambulators/baby carriages

In the event that the passenger carries with him or in his Baggage

- Weapons of any sort particularly firearms, cut or thrust weapons as well as spray cans which are used for attack or defence,
- Ammunition, explosible materials
- objects, which due to their physical appearance or their marking/labels give the impression of weapons, ammunition or explosible material,

the passenger has to inform the air carrier before the beginning of the journey. The air carrier allows the carriage of such objects only in case that they are transported according to the regulations of the transport of dangerous goods as freight or registered Baggage. Sentence 2 does not apply to police officers who must wear weapons in the exercise of their duties. They have to hand over their weapons to the captain during flight.

Right to refusal of transport:

The air carrier is entitled to refuse the carriage as baggage of each of the objects mentioned in section 1 of this article. In the event that such objects are noticed during flight the air carrier is entitled to refuse to continue the carriage of this objects.

Inspection of passenger and Baggage:

In the event that the passenger does not agree with an inspection of his person or of his baggage in order to determine whether there is any object mentioned in Section 1, the air carrier is entitled to refuse the carriage of the passenger and his baggage. The passenger is not entitled to claim for compensation in this respect.

Transport of other objects:

In the event that objects are transported as baggage which do not represent baggage within the meaning of article 1 of these conditions, transport is subject to additional charges and to the liability limitations and other applicable terms of these Conditions of Transport regarding Baggage.

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Registered Baggage:

- 1) After the baggage has been handed over the air carrier takes charge of it. The air carrier makes an entry in the ticket which represents the issues of a baggage receipt. In the event that the air carrier additionally issues a baggage receipt, this is for the identification only.
- 2) The air carrier may refuse to accept baggage if it is not packed properly in suitcases or other containers in order to guarantee a safe transport with the usual caution when handling these objects.
- 3) The registered baggage of the passengers may not contain perishable, fragile and very sensitive objects (computer or other electronic devices), money, jewellery, precious metals, securities, and other valuables as well as business documents and samples. The air carrier is entitled to refuse the transport of his objects as registered baggage.
- 4) Registered baggage will be transported in the same aircraft as the passenger, unless such a transport is not considered practicable by the air carrier.

Free Baggage:

Passengers may carry baggage as free baggage up to a particular extent (at the moment 13 kg per person).

Excess Baggage:

The transport of baggage which exceeds the free baggage limit requires a payment of additional charges.

Restitution of the registered Baggage:

- 1) The passenger is obligated to accept the baggage as soon as it is placed ready at the place of destination or place of stop-over.
- 2) The air carrier delivers the registered baggage to the owner of the baggage receipt against payment of the amounts which are still due to the air carrier. The air carrier is not obligated to make sure that the owner of the baggage receipt is the entitled receiver of the delivered baggage. The air carrier is not liable for losses, damages or expenses resulting from his omission to make sure of the right to receive the baggage. The delivery of the baggage will be effected at the place of destination mentioned in the baggage receipt.
- 3) In the event that the person accepting the baggage is not able to present the baggage receipt or in the event that this person is not able to identify the baggage by means of the identification part of the baggage mark-is such was issued-, the air carrier delivers the baggage on the condition that the right to delivery is made credible and - if required by the air carrier - an appropriate security is provided in order to indemnify the air carrier for possible losses, damages, expenses incurred by the delivery of the baggage.
- 4) In the event that the owner of the baggage receipt accepts the baggage upon delivery without a written complaint, it is assumed until disproved that the baggage has been delivered in good condition and according to the transport contract.

Small animals guide dogs:

- 1) The transport of dogs, cats, domestic birds and other pets is subject to the preceding consent of the air carrier. This requires that the animals are duly locked up in transport cages and provided with valid health certificates and vaccination certificates, entry permits and other entry and transit documents required by the countries. The air carrier reserves the right to determine the manner of transport and to restrict the number of animals admissible for one flight.
- 2) As well as the weight of the animals as of the transport cages and the animal food are not included in the free baggage of the passenger. An additional charge to be determined by the air carrier is required.
- 3) Guide dogs as well as their transport cages and the food will be transported without additional charges and beyond the free baggage limit of the passenger.
- 4) Precondition for the acceptance of small animals or guide dogs for transport is the passenger assuming the entire responsibility for this animal. The air carrier is not liable for the illness, the injuries or the death of the animal and he is not responsible that the entry in or the transit through the respective countries will be granted unless he has caused the damage by gross negligence or wrongful intent. The passenger is liable for any damage that the animal causes to a third party or the air carrier and indemnifies and holds harmless the air carrier in this respect from any liability.

Electronic devices:

- 1) Electronic devices have to be switched off during the complete flight. The operation of electronic devices on board requires the preceding consent of the cabin crew.
- 2) The operation of mobile telephones, CD-Players or laptops with CD ROM-drive is prohibited by law during the complete stay on board.

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Article VIII - Feeder Service

The air carrier does not operate a feeder service between the airports or between the airports and the city centres. The air carrier is not liable for the feeder services of third parties not employed or appointed by him. In the event that the air carrier does undertake and organize feeder services for his passengers these General Conditions of Carriage apply for the services.

Article IX - Services on board and arrangements on the ground

Meals served on board:

Meals served on board are for the passengers usually free of charge. For alcoholic drinks and entertainment performances during flight an additional charge may be raised. The standard catering of the air carrier is part of the carriage contract with the passenger as far as no deviating arrangements have been made.

Hotel costs and meals on the ground:

Hotel costs and meals which are not served on board are not included in the flight price and have to be paid by the passenger.

Article X - Taxes

Taxes and other fees which are raised by governmental, municipal and other authorities or by the airport companies regarding the passenger or for his use of services, have to be paid by the passenger or the third party employed or appointed by the air carrier in addition to the flight price and the extra charges, unless they are included in the flight price. As far as the air carrier advances such expenses, the passenger and the third party are liable as joint debtors.

Article XI - Administrative formalities

General terms:

The passenger has to comply with all regulations of the countries where the place of destination or the place of departure is. The same applies for all corresponding regulations and orders of the air carrier. The air carrier is not liable for consequences arising due to the passenger's omission to obtain the necessary documents or due to his non-compliance with the applicable regulations and orders.

Travel documents:

The passenger has to present the entry and the departure documents, health certificates and other documents which are required by the respective countries. The air carrier is entitled to exclude any passenger from a transport who does not comply with the corresponding regulations or whose documents are incomplete. The air carrier is not liable for losses or expenses which arise due to the passenger's non-compliance with these regulations.

Refusal of entry:

The passenger is obligated to bear the costs which the air carrier has to pay in the event that the air carrier has to carry the passenger to his place of departure or to another place upon order of an authority because the passenger is refused entry into a country (transit country or country of destination).

Liability of passenger for penalties etc.:

In the event that the air carrier has to pay penalties or fees or has to deposit such amounts or has to pay other expenses because the passenger has not complied with regulations regarding entry and transit of a particular country or because he could not present the necessary documents, the passenger is obligated to reimburse the amount paid or deposited and the expenses paid upon request of the air carrier.

Customs Inspection:

Upon request the passenger has to be present during customs inspections of the registered and non-registered baggage. The air carrier is not liable for any damage arising out of the passenger's non-compliance with this regulation.

Refusal of transport:

The air carrier is not liable in the event that he was in good faith when he decided that the applicable regulations did not admit the transport of a passenger and therefore refuses the transport unless he acted with gross negligence or wrongful intent.

Article XII - Liability for damages**General Terms:**

The carriage is subject to the liability system of the convention (Montreal Convention of 28th May 1998) which rules were implemented in the European Union with Regulation (EC) No. 889/2002 and Regulation (EC) No. 2027/97 and corresponding national legislation of the EU-member states. The annex to Regulation (EC) No. 889/2002 summarises the liability as follows (the "Community" means the European Union; due to higher figures required by German law the compensation figures are higher than in Regulation (EC) No. 889/2002):

Air carrier liability for passengers and their baggage:

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

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 (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air 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 16000 SDRs (approximate amount in local currency).

Passenger delays

In case of passenger delay, the air 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 4694 SDRs (approximate amount in local currency).

Baggage delays

In case of baggage delay, the air 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 (approximate amount in local currency).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1.131 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case 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, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air 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 ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

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Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States."

- End of the information notice on the rules as amended by Regulation (EC) No 889/2002 -

Further clauses on liability:

Any liability of WDL for damages of passengers will be reduced by any negligence of the passenger which causes or contributes to the damage in accordance with the applicable law.

The liability of WDL is on any case limited to the amount of proven damages. WDL is only liable for indirect or consequential damages, when such damage was caused by gross negligence or willful misconduct; the provisions of the convention and Regulation (EC) No 889/2002 remain unaffected.

Any exclusion or limitation of liability of WDL shall apply to and be for the benefit of agents, servants and representatives of WDL and any person whose aircraft is used by WDL and such person's agents, servants and representatives. The cumulated amount recoverable from WDL and any such agents, servants, representatives and persons shall not exceed the amount of the limit of liability of WDL.

Unless so expressly provided nothing contained in these General Conditions of Carriage shall waive any exclusion or limitation of liability of WDL under the Convention or applicable laws.

Article XIII - Reimbursement of the flight price

General Terms:

In any case that the passenger or his baggage is not carried the flight price which has already been paid will be only reimbursed as far as the passenger is not responsible for the fact that he has not been carried and as far as the flight price has not been paid – in parts or completely – by a third party awarding the contract to the air carrier due to a charter agreement or the General Terms and Conditions of the air carrier, but was paid directly by the passenger. Other limitations and exclusions of the reimbursement contained in these General Conditions of Carriage are not affected.

Receiver of the reimbursement:

As far as there is a reimbursement under Section 1 the reimbursement will be effected by the air carrier to the passenger mentioned in the ticket or to the person, who has paid the ticket for the passenger and who is not a principal of the air carrier within the meaning of Section 1.

Amount of reimbursement:

In the case that the transport is not effected due to a reason within the air carrier's responsibility the amount of reimbursement will correspond to

- 1) the paid flight price if no part of the ticket has been used
- 2) the part of the flight price for the part of the flight where the passenger has not been carried if part of the ticket has been used.

Article XIV - Deadlines for claims for damages and legal action

Notice of damages:

In the event of Baggage damages legal action is excluded if the party entitled does not immediately after noticing the damage – 7 days at the latest after receipt of the baggage – gives notice to the air carrier.

The same applies for the delayed delivery of baggage where the notice has to be given immediately, 21 days after delivery of the baggage at the latest.

Period for filing suit:

The legal action regarding compensation for damages for any kind whatsoever may be filed within a preclusive time limit of 2 years calculated from the day of arrival of the aircraft at the place of destination or from the day, on which the aircraft should have arrived, or from the day on, on which the transport has been stopped.

Article XV - Changes and renouncement

No agent, employee or authorized person/representative of the carrier is entitled to amend, change or renounce these conditions of transport, the flight price or the collective bargaining terms of the air carrier.

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Article XVI - Headings, references

Headings, references:

The headings are for convenience only. They are not part of these conditions of transport. All references to articles, sections, and numbers refer to those of these Conditions of Transport.