

# General Conditions of Carriage for Passengers and Baggage of WDL Aviation GmbH & CO. KG

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**Section 1 - Definitions**

The following terms have the meanings assigned to them below unless otherwise explicitly stated or required by the context:

**Conjunction ticket:**

a Ticket issued to a Passenger in conjunction with another Ticket which together constitute a single contract of carriage.

**Charterer:**

the person or entity which has contracted WDL AVIATION to carry Passengers and Baggage by air.

**Flight Coupon:**

the part of the Ticket marked "entitled for passage" or "good for passage" and indicates the places between which the coupon entitles the Passenger to be carried.

**Passenger:**

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

**Passenger Coupon:**

the part of the Ticket marked as such which is retained by the Passenger.

**Flight Price:**

the amount to be paid for carriage on a particular route.

**Ticket:**

the document issued by or for the Air Carrier and marked "Ticket and Baggage Receipt" or "Electronic Ticket". The contractual conditions and statements in this document, the Flight Coupon and the Passenger Coupon form part of the Ticket.

**Stopover:**

a stop during the journey made at the Passenger's request at a point between the place of departure and the destination, which has been approved by the Air Carrier in advance.

**Baggage:**

all items intended for use by the Passenger. Unless stated otherwise, this term includes both the Passenger's Registered and Unregistered Baggage.

**Registered Baggage (Checked Baggage):**

the Baggage handled by the Air Carrier, for which it has issued a Baggage Receipt.

**Unregistered Baggage:**

all of the Passenger's Baggage apart from Registered Baggage.

**Baggage Tag:**

a tag issued by the Air Carrier for the sole purpose of identifying Registered Baggage and attached to Registered Baggage by the Air Carrier, the section used for identification purposes being handed to the Passenger.

**Baggage Receipt:**

part of the Ticket relating to the carriage of the Passenger's Registered Baggage.

**Air Carrier:**

any Air Carrier responsible for or taking on responsibility for the carriage of the Passenger and/or his Baggage on the basis of the Ticket. The Air Carrier for the purpose of these General Conditions of Carriage is WDL AVIATION, unless the provisions below explicitly refer to the "Contracting Air Carrier" or "Actual Air Carrier".

**Contracting Air Carrier:**

a natural or legal person or entity that has concluded a contract of carriage with a traveller or consignor of freight, or with a person acting on behalf of such traveller or consignor, and who has authorised another natural or legal person or entity to perform the carriage on the basis of a contract or has subcontracted that other person or entity (Actual Air Carrier) to perform the carriage.

**Actual Air Carrier:**

a natural or legal person or entity who is entitled to perform the carriage of Passengers, Baggage and/or freight on the basis of a contractual agreement with the Contracting Air Carrier.

**Damage:**

includes death, personal injury, delay, loss, or other damages/injuries which result from or in connection with the carriage or other services rendered by the Air Carrier.

**Special Drawing Rights (SDR):**

Special Drawing Rights as defined by the International Monetary Fund.

**Days:**

full calendar days including Sundays and Bank holidays; the day on which a notice (complaint) is issued does not count for the purposes of the notice; the day on which a ticket is issued or the day on which a flight starts do not count towards the period of validity of the ticket.

**Convention:**

the Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal on 28th May 1999 (Montreal Convention), which was implemented in the European Community by Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/2002 and by national legislation of the Member States.

**Agreed Stopping Places:**

places for the purposes of the Convention and these General Conditions of Carriage which are indicated in the Ticket or in the Air Carrier's flight plan as scheduled landing sites on the Passenger's route.

**WDL AVIATION:**

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

**Section 2 - Range of application/Scope****2.1 General:**

These General Conditions of Carriage apply to all carriage by WDL AVIATION aircraft or undertaken by WDL AVIATION as Air Carrier. They are the "Conditions of Carriage" referred to in the Ticket. Regardless of whether a Ticket is issued, these General Conditions of Carriage apply to all carriage of Passengers and Baggage, including the services to be provided in this connection and for a charge by the Air Carrier.

**2.2 Carriage free of charge:**

These General Conditions of Carriage also apply to carriage that is free of charge, unless otherwise agreed.

**2.3 Additional General Terms and Conditions and Conditions of Carriage of the Contracting Air Carrier:**

Where WDL AVIATION provides its services as Actual Air Carrier for another Contracting Air Carrier, the General Terms and Conditions and Conditions of Carriage of the Contracting Air Carrier shall additionally apply. Where any conflict arises between WDL AVIATION's General Conditions of Carriage and the General Terms and Conditions or Conditions of Carriage of the Contracting Air Carrier, WDL AVIATION's General Conditions of Carriage shall prevail. By agreeing to carriage by the Contracting Air Carrier, the Passenger agrees to abide by WDL AVIATION's General Conditions of Carriage. The Contracting Air Carrier is required as a condition of its contract with WDL AVIATION to draw the Passenger's or consignee's attention to WDL AVIATION's General Conditions of Carriage before concluding the contract of carriage and to hold them ready for inspection by them at all times.

**2.4 Legal Conflicts:**

Where any provision contained or cited in these General Conditions of Carriage conflicts with provisions of the Convention, laws, statutes, orders or restrictions and this conflict which cannot be resolved by agreement between the parties, only the non-conflicting part of such provision shall form part of this Contract of Carriage. If a provision in these General Conditions of Carriage should be void, that shall not affect the validity of any other provision.

**Section 3 - Ticket**

The Air Carrier shall provide the carriage service to the Passenger named on the Ticket only and only on production of a valid Ticket (Electronic Ticket in the case of an electronic booking). The Air Carrier reserves the right to check the Passenger's identity.

### **3.1 Tickets or inclusion on Passenger list as proof of contract of carriage:**

The ticket or inclusion in the relevant Passenger list is proof that a contract of carriage exists between the Air Carrier and the Passenger. The contractual terms contained in the ticket are a summary of the provisions of these General Conditions of Carriage and are not definitive. Two or more Tickets issued in conjunction with each other (Conjunction Tickets) together form a single contract of carriage.

### **3.2 Ticket or inclusion on Passenger list as requirement for carriage**

Passenger is only entitled to carriage upon presentation of a valid ticket made out in the Passenger's name containing the Flight Coupon for the flight in question all other as yet unused Flight Coupons and the Passenger Coupon. There is no right to carriage where the Ticket presented by Passenger is significantly damaged or has been subsequently altered, except by WDL Aviation. Passengers travelling with an Electronic Ticket are only entitled to carriage if they can provide sufficient identification and a valid Electronic Ticket has been made out in the Passenger's name.

### **3.3 Carriage subject to obtaining necessary rights:**

Contracts are concluded subject to WDL AVIATION obtaining the necessary landing, take-off or traffic rights. WDL AVIATION is entitled to withdraw from the contract if it is not granted these rights. WDL AVIATION shall not be liable for any damages provided that it has taken all necessary steps to obtain these rights, or it was the obligation of Contracting Air Carrier to obtain such rights. All contractual obligations entered into by WDL AVIATION are subject to the proviso that they are not contrary to relevant mandatory legal provisions, that any necessary permits are granted and that the necessary decisions and requirements of the authorities are issued and can be fulfilled.

### **3.4 Loss of Ticket:**

In the event of significant damage to or loss of the Ticket or part of the Ticket, or in the event that the Ticket is not presented including the Passenger Coupon and all unused Flight Coupons, the Air Carrier may at the Passenger's request issue another Ticket in full or in part if evidence is provided to show that the Ticket for the carriage in question was issued in due order. The Air Carrier may levy a reasonable charge for this service. Passenger does not have to pay the Flight Price again.

The Air Carrier may also require the Passenger to provide an undertaking in a form required by the Air Carrier to pay the Flight Price for the replacement Ticket in the event that the lost Ticket or lost Flight Coupon is presented by another person for the purpose of carriage or reimbursement.

The Air Carrier shall not require the Passenger to reimburse it for losses if it is at fault.

### **3.5 Non-transferrability:**

Tickets are non-transferrable. In the event that the Ticket is presented by a person other than the person entitled to carriage or to reimbursement, the Air Carrier shall have no liability 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.

### **3.6 Scope of application:**

Each Flight Coupon is accepted solely for carriage in the carriage class indicated and for the day and flight for which it is made out. In the event that the Flight Coupon cannot be accepted because the Air Carrier cancels a flight, does not perform a flight or omits one of several scheduled destinations, reimbursement of the Flight Price and any compensation for damages for which WDL AVIATION may be liable shall be subject to the agreements made between WDL AVIATION and the Passenger as well as WDL AVIATION's General Terms and Conditions. Where carriage is contracted by a Charterer or other third party, reimbursement of

the Flight Price by WDL AVIATION and any compensation for damages for which WDL AVIATION may be liable shall be subject solely to the agreements made between WDL AVIATION and the Charterer or third party as well as WDL AVIATION's General Terms and Conditions. This does not affect the Passenger's claims against the Charterer or third party.

**3.7 Order in which Flight Coupons are used and presentation of Ticket:**

The Air Carrier shall only accept Flight Coupons in the order indicated on the Passenger Coupon, starting with the place of departure. The Passenger Coupon and all unused Flight Coupons not previously handed over to the Air Carrier must be carried by the Passenger throughout the entire period of carriage and must be presented to the Air Carrier upon request; the associated Flight Coupons must be handed over to the Air Carrier upon request.

**3.8 Alteration of ticket at Passenger's request:**

Tickets shall not be altered at the Passenger's request.

**3.9 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 Aviation GmbH & Co. KG, Cologne/Bonn Airport, Hangar 6, 51147 Cologne, Germany.

**Section 4 - Flight Prices and additional charges**

**4.1 Applicable Flight Prices:**

Flight Prices/carriage fees are subject to the respective agreements with the Passenger or the Client/Charterer.

All prices are net and exclusive of statutory value added tax (VAT) where the services provided by the Air Carrier are subject to VAT.

Unless WDL AVIATION has explicitly agreed other terms, the agreed prices must be paid by the Client/Charterer prior to the agreed time of departure regardless of whether WDL AVIATION has issued an invoice. If payment is not made in full by the time of departure, WDL AVIATION shall be discharged from its obligation to render the service. The onus is on the Client/Charterer or Passenger to produce evidence in support of any claim that WDL AVIATION has agreed other terms. Where WDL AVIATION has agreed other terms, the invoices issued by WDL AVIATION shall be paid in full within 14 days of receipt.

**4.2 Currency:**

The Flight Price must be paid in Euros unless otherwise agreed with the Air Carrier.

**4.3 Payment of the Flight Price and additional charges:**

The Air Carrier has no obligation to effect the carriage and can refuse to continue the carriage of the Passenger and his Baggage where the Flight Price or other additional charges payable, fees or taxes have not been paid by the Passenger or the Client/Charterer, or if credit agreements between WDL AVIATION and the Client/Charterer have not been complied with. In the event of WDL AVIATION refusing carriage of the Passenger or his Baggage in accordance with this subsection, WDL AVIATION shall only be obligated to provide reimbursement under the terms set out in Section 13 of these General Conditions of Carriage.

## **Section 5 - Seat reservations**

### **5.1 Requirements for seat reservations:**

Reservations for one or more seats for a specific flight are only binding on the Air Carrier where:

- 1) the Passenger(s) is/ are in possession of a Ticket issued in due order and the reservation has been entered in the corresponding Flight Coupon by the Air Carrier or his authorised agent and
- 2) the Passenger(s) or WDL AVIATION's Client/ Charterer has paid the contractually agreed sum within the period agreed in the contract. The Air Carrier may cancel a seat reservation at any time without notice if one of these conditions is not met. Claims for damages due to violations of such contractual obligations by WDL AVIATION or its agents shall only be entertained where malicious intent or gross negligence can be shown.

### **5.2 No guarantee of a specific seat:**

The Passenger is not entitled to a specific seat within the reserved carriage class. Seat reservations are not binding.

The Air Carrier reserves the right to change seat allocations for operational or safety reasons or force majeure, even after the Passenger has boarded the aircraft.

### **5.3 Arrival in time for check-in:**

The Passenger must arrive on time at the airport check-in desk or other location indicated by the Air Carrier no later than the time set by the Air Carrier (usually one hour before departure) or where no such time has been set, allowing sufficient time before departure to complete statutory travel formalities and allow check-in to be concluded. In the event that the Passenger does not arrive on time at the check-in location or does not present adequate documents, as a result of which he is not ready to fly, the Air Carrier may cancel the reservation. Where in the Air Carrier's opinion a Passenger arrives at the airport check-in desk or other location too late to complete the formalities before the scheduled departure, departure will not be delayed. The Air Carrier is not liable to the Passenger for damages or expenses resulting from the Passenger's failure to comply with these terms.

### **5.4 Personal data**

The Passenger acknowledges that he has provided the Air Carrier with his personal data for the following purposes: undertaking flight reservations, purchasing Tickets, obtaining additional services, developing and offering services, implementing entry formalities and transmitting such data to the competent authorities in connection with the journey. The Passenger authorises the Air Carrier to disclose this data for these purposes only to the Air Carrier, the travel agency issuing the Ticket, authorities, other airline companies or other providers of the above services.

## **Section 6 - Carriage restrictions**

### **6.1 General:**

The Air Carrier is entitled to deviate from the flight schedule, seating capacity, the maximum baggage allowance per Passenger or the maximum payload if this is necessary due to circumstances beyond its control.

The captain of the aircraft is entitled to take any safety measures required at any time. He has complete discretion regarding acceptance of Passengers, loading, distribution, tiedown and unloading of the Baggage and freight carried on the aircraft. He shall also take all decisions as



to whether the flight shall be performed and if so the manner in which it is performed, whether there should be any deviations from the scheduled route and the location of any landing or stopover.

## **6.2 Carriage of minors:**

Minors under the age of 5 may only travel when accompanied by an adult who is at least 18 years of age, or brothers and sisters, who must be at least 16 years of age. Unaccompanied minors between 5 and 12 years of age are carried subject to prior arrangement with the Air Carrier.

## **6.3 Right to refuse carriage:**

The Air Carrier may refuse carriage or to continue carriage of a Passenger if:

- 1) this is necessary for reasons of security or public order; or
- 2) this is necessary to prevent a breach of regulations in force in the departure, arrival country or any country overflown; or
- 3) the conduct, or mental or physical state of the Passenger, particularly but not limited to impairment due to alcohol or drugs is such that
  - a) the Passenger requires special assistance from the Air Carrier which the Air Carrier cannot provide or can only provide at excessive cost; or
  - b) he causes considerable or repeated inconvenience to other passengers or his presence is unacceptable to the other passengers; or
  - c) he poses a danger to himself or other persons or items.

## **6.4 Claims in case of refusal of carriage:**

In the event that a Passenger is refused carriage in accordance with Section 3 a) or b) on one of the grounds set out above, his rights shall be limited to claiming reimbursement of the Flight Price with respect to the unused Flight Coupons from the Air Carrier responsible for the refusal, provided the Flight Price has not been paid or is to be paid by a third party contracting the Air Carrier. No reimbursement shall be made where Section 3 c) applies.

## **Section 7 - Baggage**

### **7.1 Items not accepted as Baggage:**

The Passenger is prohibited from carrying the following items with him as Baggage:

- Items which are not classed as Baggage under Section 1;
- Items that are liable to endanger the aircraft, the persons or other property on board the aircraft, in particular but not limited to explosive materials, pressurised gases, oxidising, radioactive or magnetising materials, inflammable substances, toxic or aggressive substances and also liquids of all kinds (except for liquids that the Passenger brings with him in his hand baggage for use during the journey).
- Items for which carriage is forbidden by regulations in force in the departure or arrival country, or any country overflown,;
- Items which in the opinion of the Air Carrier are not appropriate for carriage due to their weight, size or nature. Items will not be accepted as hand baggage if their total size (length+height+width) exceeds 100 cm or their weight exceeds 8 kg per Passenger.
- Living animals; Dogs, cats, birds and other pets will only be accepted for carriage subject to Section 9 of this Section.
- Items which by their nature are capable of damaging the Baggage of other Passengers and to suffer damage to themselves during carriage such as perambulators.

Passengers carrying the following items on their person or in their Baggage:

- Weapons of any type, in particular but not limited to firearms, cutting weapons, stabbing weapons or spray devices used for attacking or defensive purposes;
- Ammunition and explosive materials;
- Items whose appearance or markings are similar to weapons, ammunition or explosive materials,

must inform the Air Carrier before starting their journey. The Air Carrier shall only permit the carriage of such items where they are carried as freight or Registered Baggage subject to the regulations on the carriage of dangerous goods. Sentence 2 does not apply to police officers who are required to bear weapons in the exercise of their duties. They must surrender their weapons to the captain during the flight.

### **7.2 Right to refuse carriage:**

The Air Carrier is entitled to refuse the carriage as Baggage of any of the items cited in Section 1 of this Section; if the presence of any such items comes to light during carriage, the Air Carrier is entitled to refuse to continue the carriage of such items.

The Air Carrier may refuse to carry the Baggage if it is unsuitable for carriage due to its size, shape, weight, nature and contents, or for safety or security reasons, or with regard to the wellbeing of other Passengers. The Passenger shall be provided with information on items that are not suitable for carriage on request.

The Air Carrier may refuse to accept Registered Baggage if it is not packed properly in suitcases or other containers in order to guarantee safe carriage with the usual caution exercised when handling these items.

### **7.3 Searches of Passenger and Baggage:**

For reasons of safety or security, the Air Carrier may require the Passenger to consent to a search or screening of his person and his Baggage and X-ray scanning of his Baggage. Should the Passenger refuse to allow a search of his person or of his Baggage for the purposes of ascertaining whether any prohibited or undeclared items are present, the Air Carrier may refuse to carry the Passenger and his Baggage; in such cases the Passenger's right to compensation shall be limited to reimbursal of the Flight Price.

### **7.4 Carriage of other items**

Items carried as Baggage which are not classed as Baggage under Section 1 of these General Conditions are carried subject to additional charges and to the limitations on liability and other applicable provisions of these General Conditions of Carriage regarding Baggage.

### **7.5 Registered Baggage:**

- 1) As soon as Registered Baggage has been handed over, the Air Carrier shall take custody thereof. The Air Carrier shall make an entry on the Ticket which constitutes the issuing of the Baggage Receipt. If the Air Carrier issues a Baggage Tag in addition to the Baggage Receipt, this is solely for the purpose of identifying the Baggage.
- 2) The Air Carrier may refuse to accept Registered Baggage if it is not packed properly in suitcases or other containers in order to guarantee safe carriage with the usual caution exercised when handling these items.
- 3) The Passenger's Registered Baggage may not contain perishable, fragile or highly sensitive items (computers or other electronic devices), money, jewellery, precious metals, securities, personal effects and other valuables as well as business documents and samples ; the Air Carrier is entitled to refuse to carry such items as Registered Baggage.



- 4) Registered Baggage will be carried in the same aircraft as the Passenger, unless for reasons of security, safety or operational reasons the Air Carrier decides to carry it on a different flight (the next flight if possible). Where the Passenger's Registered Baggage is carried on a subsequent flight the Air Carrier shall deliver it to the Passenger unless the Passenger's presence is required during the customs inspection.

#### **7.6 Baggage allowance:**

Passengers may carry items of baggage up to a specified baggage allowance (currently 8 kg per person).

#### **7.7 Excess Baggage:**

Baggage in excess of the baggage allowance is carried subject to additional charges.

#### **7.8 Hand Baggage**

The Air Carrier can determine the number, maximum weights and maximum dimensions for hand baggage. However, all hand baggage must fit under the seat in front of the Passenger or in the overhead lockers. If the hand baggage does not meet these requirements, or does not comply with the safety requirements, it must be carried as Registered Baggage.

In the event that the Air Carrier is forced to carry an item of Baggage as Registered Baggage because the Passenger has failed to comply with the above provisions, the Passenger may be required to pay an additional charge. Certain baggage items which the Passenger wishes to take with him into the cabin may not be permitted as hand baggage at any time before departure for safety or security reasons and/or operational reasons, or due to the capacity of the aircraft and shall be carried as Registered Baggage.

Baggage items or items that the Passenger does not wish to take into the cabin with him such as fragile musical instruments are only accepted for carriage in the cabin if the Air Carrier is suitably informed of this prior to the Passenger checking in and has given its permission. Additional charges may be levied for carriage of these items.

The Passenger is responsible for personal items of value and hand baggage that he takes into the cabin with him. The Air Carrier's liability is limited to cases where it or its employees or representatives are shown to have behaved improperly.

#### **7.9 Returning of Registered Baggage:**

- 1) The Passenger shall accept his Baggage as soon as it is placed ready for collection at the destination airport or stop-over location.
- 2) The Air Carrier shall deliver the Registered Baggage to the holder of the Baggage Receipt, subject to payment of any outstanding sums due to the Air Carrier. The Air Carrier is under no obligation to check that the holder of the Baggage Receipt is entitled to receive the Baggage it delivers; it is not liable for losses, damage or expenses resulting from its failure to check that the recipient is so entitled. The Baggage shall be delivered at the destination noted on the Baggage Receipt.
- 3) In the event that the person accepting the Baggage is unable either to present the Baggage Receipt or to identify the Baggage by means of the identification part of the Baggage Tag, if one is issued, the Air Carrier shall only deliver the Baggage if the person can satisfy the Air Carrier that he is entitled to receive it and, if required by the Air Carrier, an appropriate security is provided to indemnify the Air Carrier against any losses, damage, expenses incurred by delivery of the Baggage.
- 4) Until evidence is shown to the contrary, the Baggage shall be assumed to have been delivered in good condition and according to contract of carriage unless the holder of the Baggage Receipt submits a written complaint when accepting the Baggage on delivery.

#### **7.10 Small animals. Assistance dogs:**

- 1) The carriage of dogs, cats, domestic birds and other pets is subject to the prior consent of the Air Carrier. Animals must be properly locked up in shipping cages and have valid health and vaccination certificates, entry permits and other entry and transit documents required by the relevant countries. The Air Carrier reserves the right to determine how such animals shall be carried and to restrict the number of animals permitted per flight.
- 2) The weight of the animals, their shipping cages and food are not included in the Passenger's Baggage Allowance; an additional charge determined by the Air Carrier must be paid.
- 3) Assistance dogs, their shipping cages and food will be carried at no additional charge and shall not be included in the Passenger's Baggage Allowance.
- 4) Small animals or assistance dogs are accepted for carriage subject to the Passenger assuming full responsibility for the animal. The Air Carrier's liability for the sickness, injury or death of the animal or for ensuring that entry into or transit through the respective countries is granted is limited to cases of damage where malicious intent or gross negligence can be shown. The Passenger shall be liable for any damage caused by the animal to a third party or to the Air Carrier and indemnifies the Air Carrier against any liability in this respect.

#### **7.11 Electronic devices:**

- 1) Electronic devices must remain switched off throughout the flight. Electronic devices may only be operated on board with the prior consent of the cabin crew.
- 2) For safety reasons, the Air Carrier may prohibit or restrict the operation of electronic devices including but not limited to mobile phones, laptops, portable recording devices, personal radios, electronic games or transmitting devices including radio-controlled toys and walkie-talkies, with the exception of hearing aids and pacemakers.

### **Section 8 - Feeder service**

The Air Carrier does not normally maintain, operate or provide a feeder service between airports or between airports and city centres. The Air Carrier is not liable for the feeder services of third parties not appointed by it. In those cases where the Air Carrier does undertake or organise feeder services for its Passengers, these General Conditions of Carriage shall apply mutatis mutandis.

### **Section 9 - Services on board and arrangements on the ground**

#### **9.1 Meals etc. served in the aircraft:**

The Air Carrier shall endeavour to meet Passengers' wishes in relation to the services provided on board to the best of its ability, in particular but not limited to drinks, special meal requirements, films, seats etc. A separate charge may be levied for these services. However the Air Carrier shall not be held liable if it is unable for operational or safety reasons outside the Air Carrier's control to provide such services, even where such services were confirmed at the time of booking.

#### **9.2 Hotel costs and subsistence on the ground:**

Hotel costs and any meals apart from those served on board are not included in the Flight Price and must therefore be paid for by the Passenger.

## **Section 10 - Taxes**

All taxes, fees or other charges levied by governmental, municipal or other authorities, or by airport companies in relation to the Passenger or for his use of services must be paid by the Passenger or the Air Carrier's Client/Charterer in addition to the Flight Prices and extra charges, unless they are included in the Flight Price. The Passenger shall be informed of any such taxes, fees and other charges that are not included in the Flight Price when the Passenger purchase the Ticket. They will also generally be set out separately on the Ticket. The Passenger and the Client/Charterer shall be jointly liable for any charges paid in advance by the Air Carrier.

## **Section 11 - Administrative formalities**

### **11.1 General:**

The Passenger is obligated and solely responsible for obtaining the travel documents and visas required for his journey and to comply with all regulations of the departure or arrival country, or any country overflown; the same applies to the Air Carrier's regulations and instructions in this regard.

The Passenger's travel documents and visas must be valid for the entire duration of his journey including any stopovers. The Air Carrier shall not be held responsible in regard to this documentation; in particular, the Air Carrier is not obligated to verify its validity.

The Air Carrier is not liable for consequences arising due to the Passenger's failure to obtain the necessary documents to comply with the applicable regulations or instructions.

### **11.2 Travel documents:**

The Passenger must present the entry and exit documents, health certificates and other documents required by the countries in question. The Air Carrier is entitled to exclude any Passenger from carriage who does not comply with the corresponding regulations or whose documents are incomplete. The Air Carrier is not liable to the Passenger for losses or expenses resulting from the Passenger's failure to comply with these terms.

### **11.3 Prohibited entry:**

If the Passenger is refused entry to a country, he is obligated to pay the applicable Flight Price where the Air Carrier is required by order of a relevant authority to return the Passenger to the place of departure or other destination because the Passenger is banned from entering a country (transit country or country of destination). The Air Carrier may use the money paid by the Passenger for any unused portions of the journey, or his assets that are in the Air Carrier's possession, to pay this Flight Price. The Flight Price paid to the destination where the Passenger was refused entry or deported shall not be reimbursed.

### **11.4 Passenger's liability for fines etc.**

In the event that the Air Carrier is required to pay penalties or fines, deposit such amounts, or incurs other expenses because of the Passenger's failure to comply with regulations regarding entry or transit of the country in question or to present the required documents in due order, the Passenger is obligated to reimburse the amount paid or deposited and the expenses paid on the Air Carrier's request and to pay a processing fee. This obligation applies not only to the Passenger but also to the person who has paid for the Ticket. The Air Carrier is entitled to use unused Tickets or cash sums in its possession to cover such expenses. The level of penalties and fines varies from country to country and may far exceed the Flight Price. It is in the Passenger's own interest to ensure he complies with the rules on entry

### **11.5 Customs inspection:**

The Passenger must be present during the inspection of his Registered Baggage and Unregistered Baggage by customs officials and other officials if requested to do so. The Air Carrier is not liable for any damage arising from the Passenger's failure to comply with this regulation.

### **11.6 Security checks**

The Passenger is obligated to subject himself and his Baggage to the security checks carried out by the authorities, the airport companies or the Air Carrier.

### **11.7 Transmission of data**

The Air Carrier is entitled to transmit the Passenger's passport details and his personal data used and processed by the Air Carrier in connection with this journey to domestic and foreign authorities (including authorities in the USA and Canada) when required by them under mandatory legislation and without which the contract of carriage cannot be performed.

### **11.8 Denial of carriage:**

The Air Carrier shall not be held liable in the event that he acted in good faith in the belief that the regulations he believed to be applicable prohibited the carriage of a Passenger when refusing to carry a Passenger, except where the Air Carrier can be shown to have acted with gross negligence or malicious intent.

## **Section 12 - Liability for damages:**

### **12.1 General:**

The Air Carrier's liability is subject to the liability system of the Montreal Convention of 28th May 1999, implemented within the European Union by Regulation (EC) No. 889/2002 in conjunction with Regulation (EC) No. 2027/97 and the corresponding national legislation of the EU member states. The Annex to Regulation (EC) No. 889/2002 summarises this liability as follows (the sums quoted are those required by German national legislation and are higher than those stated in the EU Regulation). In the rules below, the term "Community" refers to the European Union. The "air carrier" is WDL AVIATION for the purposes of these rules.

### **12.2 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. The following rules apply to all carriage of passengers and their baggage by WDL AVIATION. For the purposes of the information notices below, the "air carrier" is WDL AVIATION:

#### **12.2.1 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.

#### **12.2.2 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.

#### **12.2.3 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 16,000 SDRs (approximate amount in local currency).

#### 12.2.4 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).

#### 12.2.5 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).

#### 12.2.6 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.

#### 12.2.7 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.

#### 12.2.8 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. The Air Carrier shall not be held liable for damage to the Baggage where such damage is due to the nature of the Baggage or a defect in the Baggage item or the characteristics or a fault in the Baggage unless the Air Carrier can be shown to have caused the damage by gross negligence or malicious intent. Where baggage items or items contained in them cause damage to another person or the Air Carrier, the Passenger must compensate the Air Carrier for all losses arising and costs incurred.

#### 12.2.9 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.

#### 12.2.10 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 or from the date on which carriage was cancelled. The time limit shall be calculated based on the laws applicable to the petitioned court.

#### 12.2.11 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 in accordance with Regulation (EC) No 889/2002 -

### **12.3 Further provisions on liability:**

Claims where negligence by the victim causes or contributes to the damage shall be subject to applicable laws on the exclusion of liability or reduction in liability to pay where the victim is partly at fault.

The Air Carrier shall not be liable for damage arising from its implementation of official regulations or the Passenger's failure to meet the obligations arising from this.

Liability is limited in all cases to the amount of proven damages. WDL AVIATION is only liable for indirect or consequential damages where such damage was caused by gross negligence or malicious intent; this shall not affect the provisions of the Convention and Regulation (EC) No 889/2002.

Any exclusion or limitation of WDL AVIATION's liability shall also apply to and be for the benefit of agents, servants and representatives of WDL AVIATION and any person whose aircraft is used by WDL AVIATION and such person's agents, servants and representatives. The cumulative sum to be paid by WDL AVIATION and the above person shall not exceed WDL AVIATION's maximum limit of liability.

Unless other provisions explicitly apply, nothing contained in these General Conditions of Carriage shall waive any exclusion or limitation of liability of WDL AVIATION envisaged under the Convention or applicable laws for the benefit of the Air Carrier and its staff.

## **Section 13 - Reimbursement of the Flight Price**

### **13.1 General:**

In the event of that the Passenger or his Baggage is not carried, the Flight Price which has already been paid will only be reimbursed if the Passenger is not at fault and the carriage fee has not been paid in full or in part by a third party contracting the Air Carrier (Charterer, broker, travel agent etc.) under a charter agreement or under the Air Carrier's General Terms and Conditions - including on a pro rate basis - but was paid directly by the Passenger. This provision shall not affect other limitations and exclusions of reimbursement contained in these General Conditions of Carriage.

### **13.2 Recipient of reimbursement:**

Any reimbursement arising under Section 1 shall be paid by the Air Carrier to the Passenger whose name appears on the Ticket or to the person who has paid for the ticket for the Passenger and who is not a Client of the Air Carrier as defined in Section 1.

### **13.3 Amount to be reimbursed:**

Where carriage is not performed for reasons within the Air Carrier's control, the amount to be reimbursed shall be as follows,

- 1) if no part of the Ticket has been used: the Flight Price paid;
- 2) if part of the Ticket has been used: the proportion of the Flight Price corresponding to the part of the flight over which the Passenger was not carried.

## **Section 14 - Time limits for claims for damages and legal action**

### **14.1 Notice of damage:**

Until evidence is shown to the contrary, the Baggage shall be presumed to have been delivered in good condition and according to contract of carriage if the Passenger unreservedly accepts the Registered Baggage. If the Baggage is damaged, no legal action shall be entertained



unless the damaged party gives notice to the Air Carrier immediately after discovering such damage or within seven days of receiving the Baggage, whichever is earlier.

The same applies to delayed Baggage, in which case however notice must be given immediately or within 21 days of the delivery of the Baggage, whichever is earlier. Damage must be notified in writing.

#### **14.2 Time limit for action:**

Any action in court to claim damages must be brought within a preclusive period of two years from the date of arrival of the aircraft at the destination or from the date on which the aircraft ought to have arrived or from the date on which carriage was cancelled. The time limit shall be calculated based on the laws applicable to the petitioned court.

### **Section 15 - Amendments and renunciation**

None of the Air Carrier's agent, servants or representatives is entitled to amend, change or renounce these General Conditions of Carriage, the Flight Prices or the Air Carrier's tariffs.

### **Section 16 - Headings. References**

16.1 The headings are for convenience only; they do not form part of these General Conditions of Carriage. All references sections and numbers refer to those of these General Conditions of Carriage.

16.2 German and English versions of these General Conditions of Carriage have been published. The German version is legally binding and forms part of the contract. The English version is provided for convenience only.

16.3 Should individual provisions of these General Conditions of Carriage be or become void or invalid wholly or in part, this shall not affect the validity of the other provisions of this contract. The invalid or impractical provision or gaps shall be replaced by a provision with one that is as close as possible to the sense and spirit and purpose of what the parties' intention would have been, had they realised the situation.