



## GENERAL CONDITIONS OF CARRIAGE FOR CORENDON DUTCH AIRLINES B.V.

These General Conditions of Carriage apply to all carriage of Passengers and Luggage operated by or on the instructions of Corendon Dutch Airlines. These Conditions of Carriage have been drawn up in Dutch and various other languages. In case of any contradiction, the Dutch version shall prevail. Corendon Dutch Airlines may amend the Conditions of Carriage from time to time. We recommend that you check the Conditions periodically.

We wish you a pleasant flight with Corendon Dutch Airlines.

### Corendon Dutch Airlines B.V.

PO Box 349

1170 AH Badhoevedorp

Chamber of Commerce: 51027445

E-mail: [airlinesupport@corendon.nl](mailto:airlinesupport@corendon.nl)

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### ARTICLE 1: DEFINITIONS

- Air Carrier Liability Regulation:** Regulation (EC) No. 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No. 2027/97 on air carrier liability in the event of accidents.
- Luggage:** Both Registered and Unregistered Luggage unless otherwise indicated.
- Luggage tag:** A label issued by the Carrier to identify Registered Luggage carried in the hold, consisting of a part attached to the Luggage and a part presented to the Passenger to identify said Luggage.
- Authorized Agent:** A third party (person or legal entity) designated by the Carrier to represent the Carrier in selling air carriage services from the Carrier to the Passenger.
- Booking:** Any request for the carriage of a Passenger registered and accepted by the Carrier, a tour operator, or an Authorised Agent.
- Booking Confirmation:** Evidence that the Booking has been accepted and registered by the Carrier, showing the Passenger's name, the flight details, and other notices.
- Boarding Pass:** A document issued to the Passenger upon check-in. This document shows, among other things, the Place of Departure, Place of Destination, any Stopovers, flight number, date of the flight, and the seat of the Passenger.
- Special Drawing Right (SDR):** Rights granted by the International Monetary Fund to acquire exchangeable currencies.
- Special Declaration of Interest:** A declaration issued by the Passenger on payment of a surcharge, thereby increasing the Carrier's limit of liability for the Registered Luggage for which the declaration is issued.
- Charter Agreement:** Agreement between the Contractual Carrier and the Actual Carrier in which all or part of the carriage is outsourced under a charter agreement. The Contractual Carrier is the person or legal entity concluding the Contract of Carriage with the Passenger.
- Charter Carriage:** Carriage operated by the Actual Carrier under a Charter Agreement.
- Charter Ticket:** Ticket issued pursuant to a Charter Agreement.

13. **Check-in Deadline:** The time limit set by the Carrier for each flight at which the Passenger must have completed their check-in formalities, including checking in any Luggage.
14. **Airline Designator Code:** The abbreviation, consisting of a two or three letter code, which refers to Corendon Dutch Airlines.
15. **Contractual Carrier:** The party with whom a Passenger's air carriage has been agreed. If the Passenger books a Ticket directly with the Actual Carrier – without the intervention of a third party – the Actual Carrier shall also be the Contractual Carrier. If the Passenger has concluded a travel agreement, package travel or otherwise, via a tour operator, which includes air carriage, the tour operator will be considered the Contractual Carrier. The Contractual Carrier is also the air carrier that appoints an Actual Carrier for its Passengers for the purpose of carrying these Passengers.
16. **Days:** Calendar days, it being understood that the day on which a notification is sent or the day on which the Ticket is issued or on which the flight started does not count towards the determination of the Ticket's period of validity.
17. **DBC Regulation:** Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EC) No. 295/91.
18. **European Economic Area:** All countries that are part of the European Union, including countries that are not part of the European Union, but where Regulation (EC) No. 261/2004 is directly or indirectly in force on the basis of agreements between those countries and the European Union.
19. **Actual Carrier:** The air carrier that actually carries out the air carriage, regardless of whether the Passenger has a contractual relationship with this air carrier.
20. **Recipient:** The person who has become a party to the agreement for the carriage of air freight concluded between the Carrier and the Sender and to whom the air freight will be delivered.
21. **Registered luggage:** Luggage for which the Passenger has paid a surcharge.
22. **Hand luggage tag:** A label issued by the Carrier for Hand Luggage for admission of this luggage on board the aircraft. The label must be attached to the Hand Luggage.
23. **Denied boarding:** Refusal to carry a Passenger on a flight despite the Passenger having a Ticket for the flight and having reported to the check-in desk in a timely manner, i.e. at the time specified by the Carrier, its agent, or the Contractual Carrier in advance to the Passenger or, if no time is specified, no later than 45 minutes before the time published, without reasonable grounds relating to safety, security, health, or inadequate travel documents.
24. **Air Freight:** Goods, not being Registered or Unregistered Luggage or mail intended for carriage between airports.
25. **Unregistered luggage:** All Luggage, including personal belongings and money, which does not qualify as Registered Luggage and which the Passenger must keep with them.
26. **Force Majeure:** Extraordinary circumstance that could not have been avoided despite taking all reasonable measures. These include situations of political instability (war, riots, airport closures, embargoes, seizures, hostilities, international unrest, government regulations), weather conditions that do not permit the operation of the flight concerned (floods, earthquakes, hurricanes, dense fog, severe storm, snow or ice on the runway), security risks (terrorist attacks, bomb threats, hijackings, requisitioning of the aircraft or of seats on the flight by official order, fire or explosions, sabotage), unexpected flight safety issues (such as technical defects, inadequate or non-functioning airport facilities due to e.g. faults in navigation systems, de-icing, failure of airport information systems), unexpected diversions due to illness or birth on board and/or unmanageable Passenger(s), epidemics, strikes affecting the Carrier's operations, a decision by air traffic control in relation to a particular aircraft on a particular day, resulting in a long delay or the cancellation of one or more flights of that aircraft.
27. **Package Travel Agreement:** An agreement relating to the combination of pre-arranged travel services, comprising at least the carriage and accommodation or one of the two plus another essential tourist service.
28. **Passenger:** Any person, except for crew members, who is or must be carried by plane and who holds a Ticket.

- 29. Passenger with reduced mobility:** Any person whose mobility in the use of transport is limited as a result of a physical (sensory or locomotor, permanent or temporary) disability, an intellectual disability or disorder, or any other cause of disability, or as a result of age, and whose situation requires them to receive appropriate special assistance.
- 30. Passenger Coupon:** The part of the Ticket that should be retained by the Passenger. The Passenger Coupon contains the designation "Passenger Coupon".
- 31. Place of Departure:** The point of departure from which the Passenger commences their journey as indicated on the Ticket or, in the case of Air Freight, the point of departure from which the carriage of Air Freight commences.
- 32. Place of Destination:** Point of arrival where the Passenger has reached their final destination as indicated on the Ticket or, in the case of air freight, the point of arrival where the Air Freight has reached its final destination.
- 33. Stopover:** A place, not being the Place of Departure or the Place of Destination, indicated on the Ticket or in the timetable as a planned stopover in the Passenger's itinerary.
- 34. Reservation:** The Carrier's advance allocation of a seat on board or of space or weight capacity for the Passenger's Luggage. It serves as evidence that the reservation has been accepted and processed by the Carrier.
- 35. Damage:** Damage of any kind arising from or in connection with any Carriage or other related services provided by Carrier, including death, injury, and Damage resulting from delay or partial loss.
- 36. Entitled Claimant:** The Passenger or any person entitled under applicable law to receive compensation in respect of the Passenger.
- 37. Fare Conditions:** The conditions that apply to a fare determined by the Carrier for a particular flight and/or class and/or Luggage and/or particular choice of seat, as well as, if applicable, conditions applicable to the carriage of Air Freight.
- 38. Ticket:** A document conferring a right to carriage and to which these Conditions of Carriage apply. This may be a normal or an electronic Ticket in the Passenger's name and will be issued by or on behalf of the Carrier.
- 39. Convention:** To the extent applicable, one of the following documents, as applicable to the agreement:
- a) The Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air of 12 October 1929;
  - b) The Hague Protocol of 28 September 1955, amending the Warsaw Convention;
  - c) The Guadalajara Convention of 18 September 1961;
  - d) Montreal Protocols 1, 2 and 4 (1975), amending the Warsaw Convention;
  - e) The Montreal Convention of 28 May 1999 for the unification of certain rules for international carriage by air.
- 40. Carrier:** Corendon Dutch Airlines and any other air carrier other than Corendon Dutch Airlines that issues the Ticket and that, pursuant to the Ticket, has undertaken to carry the Passenger and their Luggage, or has undertaken to perform other services related to such carriage, or has declared that it is prepared to carry Air Freight. The phraseology of these Conditions of Carriage indicates the Carrier(s) referred to.
- 41. Contract of Carriage:** All documents attached to the Ticket, together with these Conditions of Carriage and all communications to the Passenger, as well as, in the case of the carriage of Air Freight, all documents showing that the Sender has concluded an agreement with the Carrier for the carriage of this Air Freight.
- 42. Conditions of Carriage:** These General Conditions of Carriage.
- 43. Sender:** The person who or company that instructs and concludes an agreement with the Carrier for the carriage of Air Freight by the Carrier.
- 44. Flight Coupon:** The part of the Ticket issued by or on behalf of the Carrier, bearing that designation or the designation "Good for passage" and entitling the Passenger to carriage between specific places.
- 45. Airbill:** Any document drawn up by or on behalf of the Sender that provides evidence of an agreement between the Sender and the Carrier for the carriage of Air Freight, or any other document used by the

Carrier for the carriage and distinction of Air Freight.

- 46. Free Luggage Allowance:** Allowance of Unregistered Luggage for which the Carrier does not charge a surcharge.

## **ARTICLE 2: SCOPE AND APPLICABILITY**

### **General Provisions**

1. The Conditions of Carriage apply to all (parts of) flights for which Corendon Dutch Airlines' Designator Code ("CND") is shown in the box "Carrier" or "Air Carrier" on the Ticket.
2. The Conditions of Carriage apply to the carriage of Passengers and Luggage by the Carrier for payment. The Conditions of Carriage also apply for free carriage or carriage at a reduced fare unless expressly provided otherwise in the Contract of Carriage, the Conditions of Carriage, or any other agreement concluded between the Passenger and the Carrier.
3. The Conditions of Carriage apply between the Passenger and the Contractual Carrier, and if the Contractual Carrier and the Actual Carrier are not the same person or legal entity, between the Passenger and the Actual Carrier. In the latter cases, the Conditions of Carriage will have also been stipulated by the Contractual Carrier on behalf of the Actual Carrier. These Conditions of Carriage also apply when an air carrier other than the Carrier carries out the air carriage while the Carrier's Airline Designator Code is shown on the Ticket.
4. These Conditions of Carriage and its exoneration clauses also extend to the benefit of the agents engaged by the Carrier.
5. Regardless of the foregoing, these Conditions of Carriage shall apply in the case of the carriage of Air Freight.
6. These Conditions of Carriage have been drawn up in the Dutch language.
7. The Carriage to which these General Conditions of Carriage apply, as well as these General Conditions of Carriage themselves, are subject to Dutch law.
8. The Conditions of Carriage apply to the extent that they do not conflict with any mandatory statutory provision. If a provision in the Conditions of Carriage or a part thereof contravenes mandatory regulations, the relevant regulations shall prevail on this point. The invalidity of one or more provisions of the Conditions of Carriage shall not affect the validity of the other provisions.

## **ARTICLE 3: TICKET INFORMATION**

### **General Provisions**

#### **General Provisions**

1. A Ticket will be issued only after payment of the applicable fare or after a payment arrangement has been agreed upon. The Ticket constitutes evidence of the existence, conclusion, and content of the Contract of Carriage between the Carrier and the Passenger whose name is shown on the Ticket, and the carriage, therefore, takes place exclusively for the benefit of this Passenger.
2. The Carrier will not be liable to the party entitled to a Ticket or Ticket refund if the carriage or Ticket refund has been provided in good faith to the person who presented the Ticket.
3. The Passenger must be able to identify themselves at all times with valid proof of identity. Furthermore, during the flight, the Passenger must be able to present on request all Passenger and/or Flight Coupons – and insofar as there is a discounted fare or a fare subject to certain conditions, all the relevant documents – and prove their validity if necessary.

#### **Ticket Cancellation**

4. The Passenger is not permitted to cancel individual parts of the journey. Cancellation of a Ticket, Booking, or (individual) part of the journey by the Passenger will be considered a cancellation of the contract of carriage that the Passenger has concluded with the (Actual) Carrier. Unless expressly stated otherwise, the Passenger is not entitled to a Ticket refund in these cases. If the Passenger has made a payment arrangement and has not yet paid all instalments, the Carrier will be entitled to payment of the other unpaid instalments. The Carrier advises the Passenger to take out insurance for the financial consequences of a Ticket Cancellation.

#### **Changes to Ticket**

5. Unless expressly stated otherwise, the Passenger is not permitted to change any part of the Ticket, including the Place of Departure, a Stopover, and the Place of Destination. If a change to the itinerary is nevertheless permitted, the Carrier will be entitled to recalculate the fare. The Passenger can accept the new fare or continue the journey under the original itinerary.

### **Transferability**

6. Tickets are not transferable. The replacement of a Passenger's name on the Ticket with another Passenger's name will be considered a Ticket Cancellation. In this respect, paragraph 4 of this Article applies.

### **Force Majeure**

7. If a Passenger is required to change their Ticket due to reasons of Force Majeure, the Passenger should contact the Carrier as soon as possible. The Carrier will make all reasonable efforts to carry the Passenger to their next Stopover or final destination provided that the Passenger provides sufficient proof of Force Majeure.

### **Loss or theft of and damage to the Ticket**

8. Unless expressly stated otherwise, a Ticket damaged by a person other than the Carrier will not be valid for carriage. In the event that the Ticket is lost, stolen, completely or partially damaged, or if a presented Ticket does not contain the Passenger Coupon and/or the Flight Coupon of the flight concerned and all unused Flight Coupons for subsequent flights, the Passenger will be obliged to purchase a new Ticket if they nevertheless wish to be carried.
9. In the cases referred to in paragraph 8 of this Article, the Carrier may, at the Passenger's request, replace the Ticket or part thereof by issuing a new Ticket, provided that there is sufficient evidence at that time that a Ticket was issued for the flight(s) in question, and provided that the Passenger indemnifies and holds the Carrier harmless against any costs and losses up to the original Ticket's value incurred by the Carrier. In these cases, the Carrier reserves the right to charge administrative costs unless the loss or theft of or damage to the Ticket was the result of the negligence of the Carrier or one of its agents.

### **Period of validity**

10. Unless expressly stated otherwise, a Ticket issued only entitles the holder to carriage on the date of the relevant flight. If a Passenger is prevented from travelling within the Ticket's period of validity because the Carrier is unable to arrive at the Passenger's landing location, being the Place of Departure, Place of Destination or Stopover, or if the Carrier is the cause of the Passenger missing a connection, the Ticket's period of validity will be extended until the Carrier's next flight on which a seat is available for the Passenger in the class for which the fare has been determined, and provided that the flight has the same destination.

### **Order of the Flight Coupons**

11. Unless expressly stated otherwise, the Ticket will not be accepted and will lose its value in cases where the Passenger does not use the various Flight Coupons in the order in which they were issued. For example, this may occur in cases where a Passenger does not use the first coupon and tries to board at a point of departure – for example, a Stopover – that is not the Place of Departure.

## **ARTICLE 4: FARE CONDITIONS AND SURCHARGES**

### **General Provisions**

1. Unless expressly stated otherwise, the fare of a Ticket only applies to the carriage from the airport of departure to the airport of arrival. Ground carriage between airports and carriage between airports and city terminals are not included.

### **Applicable fares**

2. The applicable fares are those published by or on behalf of the Carrier or, if not so published, the fare for a Ticket will be calculated in accordance with the Fare Conditions and shall be in accordance with the fare applicable at the time and on the date when the Ticket was issued from the Place of Departure to the Place of Destination and in accordance with the specified transport class. If the Passenger changes their travel date and/or schedule, this may affect the price to be paid.

### **Taxes, levies, and surcharges**

3. The Passenger must pay the applicable taxes, levies, and surcharges imposed by the Carrier, the airport, the public authorities, or other competent authorities. The taxes, levies, and surcharges imposed are subject to constant changes and may still be imposed after the Ticket's date of issue. The Carrier reserves the right to charge these taxes, levies, and surcharges separately to the Passenger.

### **Currency**

4. The Passenger must pay the fares, taxes, levies, and surcharges in the currency of the country where the

Ticket is issued. This will only be different if the Authorised Agent or Carrier has authorised payment in another currency. If payment is made in a currency other than the currency of the country where the Ticket is issued, the exchange rate will be subject to the purchase price of the bank used by the Carrier in this respect on the day the Ticket is issued.

#### **Air Freight**

5. In the case of Air Freight, the Carrier will be entitled to charge the Sender a fare and/or charge the Sender for such carriage. Article 9 applies.

#### **ARTICLE 5: RESERVATIONS**

1. The Reservation made by the Passenger is confirmed if the Reservation has been accepted and stored by the Carrier or its travel agent in the Reservation System used by them.
2. If the Passenger has not paid for the Ticket within the time limit set by the Carrier or the Authorised Agent, the Carrier will be entitled to cancel the Reservation without prior notice to the Passenger, without any liability on the part of the Carrier. In this case, the Carrier will be entitled to assign the seat to another Passenger.

#### **Seats**

3. The Passenger may select a seat online in advance based on the fares as set out on the online check-in website.
4. The Carrier will make every effort to honour a prior request for the allocation of a particular seat. Despite confirmation of the allocation of a seat to a Passenger, the Carrier cannot guarantee the seat provided. The Carrier may deviate from the allocation of a given seat for safety, operational, or security reasons, even after the Passenger has boarded the aircraft.

#### **Reconfirmation**

5. Reservations for outward or return journeys may have to be reconfirmed within a specific time limit. The Carrier will inform the Passenger of this. If the Passenger does not reconfirm their Reservation on time, they may forfeit their right to carriage and the Ticket may be cancelled. In these cases, the Carrier will not be liable to pay damages.

#### **Personal Data**

6. To the extent permitted by applicable law, the Passenger authorises the Carrier to retain all personal data provided by the Passenger when making a Reservation for carriage, investigating and preventing Luggage and ticket fraud, obtaining related services, and simplifying immigration and arrival requirements. The Carrier is permitted to provide such information to public authorities authorised to request such information. For these purposes, the Passenger authorises the Carrier to transmit their personal data to these public authorities, as well as to its own branches, its Authorised Agents, other Carriers and suppliers of related services and its auxiliary persons irrespective of the country where they are based. The Carrier has a privacy policy regarding the protection and processing of personal data.

#### **ARTICLE 6: CHECK-IN**

1. It is the Passenger's responsibility to determine the exact check-in deadline. Airports have different check-in deadlines. Passengers must present at the check-in desk at the airport or at the hotel in good time to complete all the necessary formalities, which must, in any event, be completed within the check-in deadline specified by the Carrier. The Passenger will be issued a Boarding Pass at the check-in desk. The Passenger must keep this Boarding Pass with them. If a Passenger fails to check in on time, they may lose the right to make their journey. In such cases, the Carrier will be entitled to cancel the Passenger's Reservation and the Passenger's seat without liability and without the Passenger being entitled to a refund of any amount.

#### **Gate**

2. After the Passenger has checked in, they must report to the gate of their flight in good time, in any event well before the indicated boarding time, in order to complete all necessary formalities, which must, in any event, be completed within the given time limit. At the gate, the Passenger must, in any case, present their Boarding Pass. If the Passenger does not present at the gate in good time or if the Passenger is unable to present their Boarding Pass, the Carrier may cancel the Reservation and their seat without liability and without the Passenger's right to a refund of any amount.

#### **Connecting Flights**

3. In the event of connecting flights, the Passenger will be responsible for checking which check-in deadlines apply to the other flights.

## Liability

4. If the Passenger does not meet the conditions set out in this Article, the Carrier will not be liable for any resulting loss, Damage, or costs.

## ARTICLE 7: REFUSAL AND RESTRICTION OF CARRIAGE

### General Provisions

1. The Carrier may restrict or refuse the carriage of the Passenger and/or their Luggage. This may be necessary to comply with applicable laws, regulations, rules, or other instructions of a country to which, over which, or from which the flight takes place or because of a Passenger's misconduct. Carriage may be refused or restricted, in any event, if any of the following events occur or have occurred or, in the Carrier's reasonable opinion, there is a possibility that any of the following events may occur:
  - a. The Passenger is unable to prove that they are the person shown on the Ticket;
  - b. The Passenger is unable to present their Boarding Pass at the gate;
  - c. The Passenger, or the person who paid the Ticket for the Passenger, has not paid the applicable fare and/or the levies, taxes, or surcharges due;
  - d. The Passenger has failed to comply with health, safety, or security regulations or instructions;
  - e. The Passenger has refused to subject themselves or their Luggage to a security check by the Carrier or any other competent authority at the airport;
  - f. Immigration and/or customs authorities and/or any other public authority have informed the Carrier or any of its agents orally or in writing that the Passenger is not permitted to travel. This situation may arise, inter alia, if one of the aforementioned authorities turns to the Carrier with a negative travel advice for the Passenger as the Passenger is suspected of smuggling (or intending to smuggle) drugs;
  - g. Because the Carrier has informed the Passenger in advance verbally and/or in writing that the Passenger will no longer be carried by the Carrier (during a specific period);
  - h. The Passenger:
    - does not have the required travel documents;
    - prevents the Carrier from making copies of their travel documents;
    - destroyed their travel documents during the flight;
    - is in possession of an invalid, incomplete, forged, or otherwise fraudulent Ticket;
    - is in possession of a modified or damaged Ticket other than by the Carrier or its Authorised Agent;
    - is in possession of a Ticket that has been reported lost or stolen;
    - is in possession of a Ticket that appears to have been obtained unlawfully or appears to have been purchased from a party other than the Carrier or its Authorised Agent;
    - aims to gain entry to a country for which the Passenger does not have a valid entry document;
    - attempts to gain entry to a country that is only visited in transit.
    - does not comply with the applicable health regulations;
    - does not (correctly) comply with any applicable law, regulation, rule, or other instruction of a country to which, over which, or from which the aircraft is flown.
  - i. The Passenger appears to be in illegal possession of drugs;
  - j. the Passenger's (mis)conduct or statements prior to the flight, during the flight, or during an earlier flight are such that, in the Carrier's reasonable opinion, there is doubt about safeguarding order, safety, or discipline during the (upcoming) flight(s). Such statements and/or conduct include the use of threatening, abusive, or offensive language towards the Carrier and its agents or subordinates, ground staff, crew, other Passengers, as well as any other persons on board the aircraft;
  - k. the Passenger poses a risk to the safety of persons and/or goods on board the aircraft, including the aircraft itself;
  - l. the Passenger attempts to use the Flight Coupons in a different order than prescribed;
  - m. the Passenger's physical or mental condition is such that the Passenger may cause a nuisance, danger, or risk to themselves, the other Passengers, the crew, or belongings. This risk may occur in any case if the Passenger is under the influence of alcohol, medication, or drugs;
  - n. the Passenger's conduct, age, mental, or physical condition is or appears to be such that special assistance is required, which the Carrier cannot provide;
2. In the event that the carriage of the Passenger or their Luggage is restricted or refused as a result of any circumstance described in this Article, the Passenger shall not be entitled to any compensation of their costs or of any damage suffered by the Passenger as a result of the restriction or refusal.

### Special Assistance

3. Passengers requiring special assistance, including Passengers with reduced mobility, those with a (mental) illness, and pregnant women, will only be carried with the Carrier's prior consent. The Passenger must inform the Carrier of the assistance they require 48 hours before the scheduled flight time. In this respect, the Carrier refers to its website.
4. If the Passenger has a disability or limited mobility, the Carrier will be entitled to require the Passenger to

have an accompanying person if this is necessary to meet the safety requirements set out in international, Community, or national legislation or to comply with safety requirements set out by public authorities. The foregoing shall also apply if the size of the aircraft or its doors makes the carriage or boarding of the disabled Passenger or Passenger with reduced mobility impossible.

5. If the Passenger does not inform the Carrier of the requirement for special assistance in good time, i.e. 48 hours before the scheduled departure time, the Carrier will nevertheless endeavour to provide the Passenger with special assistance in a reasonable manner and meet the Passenger's specific needs. If the Carrier is unable to provide this special assistance, the Carrier will make every effort to offer an alternative solution.
6. If the Passenger fails to inform the Carrier of any reduced mobility, illness, condition, or pregnancy, and the Carrier is consequently forced to have the aircraft diverted to a location not previously determined, the Carrier shall be entitled to recover from the Passenger concerned all costs incurred in connection with the diversion and all other related costs.
7. If a Passenger has any indication that medical symptoms may occur during a flight, they should consult a doctor before flying. This applies particularly to long-haul flights. It is the Passenger's responsibility to take the necessary precautions. If the Passenger fails to do so, this will be at their own risk.
8. The Carrier may impose requirements on the Passengers referred to in paragraph 3 before they are admitted on the flight, including having a medical certificate and an accompanying person capable of providing the assistance required by a disabled Passenger or Passenger with reduced mobility. If a Passenger does not have a required medical certificate or an accompanying person, and the Carrier considers this necessary, or if carriage would be contrary to the requirements referred to in paragraph 3 of this Article, the Carrier has the right to refuse the Passenger to board. See the Carrier's website for further information on medical conditions.

#### **Pregnant women**

9. In any case, expectant mothers, who are 30 weeks but not more than 36 weeks pregnant, must have a medical certificate not older than six Days from the flight date. The said medical certificate must include, among other things, the expected date of delivery, as well as confirmation that the Passenger is in good health and may fly. Pregnant women will not be accepted for carriage from the 36th week of pregnancy. Therefore, all return flights must be made before the 35th week of pregnancy. Women expecting a multiple pregnancy will not be accepted for Carriage from the 34th week of pregnancy.

#### **Children**

10. Children aged less than five years will only be carried if accompanied by an adult (a person aged 18 years or over), or a person aged 16 years or over if that person is the sibling of the child concerned. Children aged less than two years will only be carried if accompanied by at least one adult. Children aged more than five years and less than twelve years may travel unaccompanied by an adult, provided permission has been granted by the Carrier.
11. The Carrier will not be liable if the Passenger makes a request for special assistance only at check-in and if that request cannot be met.

#### **ARTICLE 8: LUGGAGE**

1. Items that must never be carried as Luggage:

#### **Passengers are prohibited from carrying the following items in their Luggage:**

- a. Items that (may) endanger the aircraft, property, or persons on board the aircraft. This includes all items listed in the Technical Regulations for the Safe Transport of Hazardous Substances by Air of the ICAO (International Civil Aviation Organisation) and the Hazardous Substances Regulations of the International Air Transport Association (IATA), as well as the regulations of the Carrier. Said items include explosives, pressure gases, perishable or irritant substances, corrosive, oxidising or radioactive materials, magnets, toxic substances, fireworks, and flammable (liquid) substances;
- b. Items that, in the Carrier's reasonable opinion, are not suitable for carriage because they are dangerous, perishable, or unsafe due to their weight, dimensions, shape, odour or nature;
- c. Items prohibited under applicable laws of the country to which, from which, or over which the aircraft is flown;
- d. Live animals, unless in accordance with paragraph 26 et seq. of this Article;
- e. Ammunition, aerosols that can be used as an assault or defence weapon, (replica) firearms and weapons such as antique swords, firearms, knives, and other objects that have been declared prohibited under the applicable Weapons and Ammunition Act, and all other items that may pose a risk to health, property, or safety, unless the Carrier has given prior permission for such carriage, and the Passenger has complied with the conditions set by the Carrier, and then only as Registered Luggage.
- f. Trophies of (parts of) animals that are the result of hunting, even if they are legally obtained.
- g. Loose lithium batteries (e.g. power banks, spare batteries, or electric cigarettes) must not be carried as hold luggage. These items must be carried as cabin luggage. In the event of large or larger quantities



or volumes of lithium batteries, prior permission must be requested from the Carrier. Without such permission, the Carrier reserves the right to refuse the carriage of lithium batteries.

2. The Carrier is not liable for Damage if it carries the items referred to in paragraph 1 of this Article without its knowledge. In these cases, the Passenger will be responsible and liable for Damage caused by the carriage of these items.

### **Registered Luggage**

3. A surcharge applies to each item of Registered Luggage for flights departing from and/or arriving at a Dutch airport. The online surcharge is lower than the surcharge charged at the check-in desk. Other surcharges may apply for flights departing from and/or arriving at another airport. The surcharges are listed on the Carrier's website.
4. From the moment the Passenger presents their Luggage at the check-in desk, the Carrier will retain the Luggage. The Passenger must attach their name or any other form of identification to their Luggage.
5. The Carrier may refuse to carry the Luggage as Registered Luggage if the Luggage has not been carefully packed in locked suitcases or has been otherwise carelessly packed.
6. Except with the Carrier's express consent, the Passenger is not permitted to carry money, jewellery, precious metals, negotiable securities, bonds, or other securities, business documents, medical documents, medicines, computers, electronic devices (including optical devices, cameras, and computers), musical instruments, perishable or fragile items, passports, and other identification papers or samples as Registered Luggage. If the Carrier decides to carry these items as Registered Luggage, or if it subsequently transpires that the Carrier has carried these items as Registered Luggage, it will under no circumstances be liable in the event of Damage to or loss of this Luggage.
7. Registered luggage is generally carried by the Carrier itself. However, the Luggage may be carried on a different flight for safety, security, or operational reasons. In such cases, the Carrier will ensure that the Luggage is delivered to the Passenger. This will only be different if the applicable law requires the Passenger to be present at the customs check.
8. Except in the event of intent or deliberate recklessness on the part of the Carrier or its agents or subordinates, the Carrier is not liable for scratches, dents, or other minor damage to suitcases or (other) Luggage Items such as wheels, handles, belts, or other protruding parts or Damage arising as a result of the spoiling of the contents of the Luggage.
9. Special Luggage (including bicycles, surfboards, golf gear, pets, etc.) will only be carried after timely notification to the Carrier and then only after permission from the Carrier. Special Luggage will only be carried upon payment at the check-in desk of an amount set by the Carrier. The Carrier reserves the right to refuse the carriage of special Luggage for safety, security, or operational reasons.
10. For each disabled Passenger or Passenger with reduced mobility, the Carrier will carry up to two mobility aids, including electric wheelchairs, free of charge, in the luggage hold, provided that this is in accordance with the legislation on dangerous goods, it has been notified at least 48 hours before the departure time, and the aircraft provides sufficient space for this.
11. The weight of one piece of Registered luggage must never exceed 32 kg. Passengers wishing to carry more than 32 kg of Registered Luggage must inform the Carrier of this in good time, comply with the requirements set by the Carrier, and pay the applicable surcharges.

### **Prohibited Items**

12. It is prohibited to carry trophies of (parts of) animals resulting from hunting in cabin luggage and in hold luggage, even if they have been legally obtained.

### **Free Luggage Allowance**

13. The dimensions of the Free Luggage Allowance are limited to 40x30x20 cm, and they must fit under the seat.
14. The Carrier will carry the Unregistered Luggage without surcharge up to the Free Luggage Allowance.
15. If the weight of the Unregistered Luggage exceeds the Free Luggage Allowance, the Passenger must pay a surcharge, which must be paid by the Passenger no later than at check-in. If the Passenger does not comply with this requirement, they will only be entitled to take their Unregistered Luggage with them up to the Free Luggage Allowance. The Carrier reserves the right to change the Free Luggage Allowance depending on the Place of Departure/Destination, the Fare Conditions, and the travel class in which the passenger flies.

### **Hand Luggage**

16. Hand Luggage is Luggage carried by the Passenger in the aircraft. The Carrier will provide Hand Luggage with a Hand Luggage Tag at the check-in desk. The Carrier is entitled to refuse and/or retain hand luggage that is not accompanied by a Hand Luggage Tag in the aircraft. The Carrier reserves the right to carry Hand Luggage without a Hand Luggage Tag as hold luggage and to charge a surcharge in accordance with paragraph 3 of this Article.

17. Passengers departing from and/or arriving at a Dutch airport may at all times carry one piece of hand luggage, with dimensions of 40x30x20 cm, that fits under the seat, free of charge. In addition, Passengers may carry one piece of hand luggage of up to 10 kg with dimensions of 55x40x25 cm in the cabin for an additional charge. This item must be stored in a locked storage compartment in the aircraft cabin. If the hand luggage cannot be stored independently as prescribed in these conditions, or if it is heavier than 10 kg, it must be carried as hold luggage, and the Carrier may charge an additional surcharge for this. Different rules may apply for flights departing from and/or arriving at different airports regarding the maximum permitted size and weight of hand luggage. The specifications are shown on the Carrier's website.
18. Items which, in the Carrier's opinion, are not suitable for carriage as hand luggage (including musical instruments) will only be accepted for carriage in the cabin if the Passenger has informed the Carrier in advance and the Carrier has authorised such carriage. The Carrier reserves the right to charge a surcharge for such carriage.

#### **Right to search Luggage**

19. For safety and security reasons, the Carrier is entitled to ask the Passenger questions, to have them searched and scanned, and to have their Luggage examined, scanned, or X-rayed. If the Passenger is not present, the Carrier will be entitled to search the Passenger's Luggage in their absence to determine whether the Passenger is in possession of any items as referred to in paragraph 1 of this Article. In such case, the Carrier reserves the right to refuse to carry the Luggage. The Carrier shall not be liable for Damage to Luggage caused by X-rays or a scan unless the Damage is due to the Carrier's fault or negligence.

#### **Right to refuse and retain Luggage**

20. The Carrier is entitled at all times to refuse the carriage of Luggage if it is of the opinion that the Luggage was not properly packed or that it was packed in unsuitable containers. The Carrier is also entitled to refuse to carry the Luggage as referred to in paragraph 1 of this Article at any loading time or intermediate point or to refuse to continue the carriage if this is discovered during the journey.
21. The Carrier is entitled to refuse to carry the Luggage if the Passenger has not paid the surcharge as referred to, inter alia, in paragraphs 3, 9, 15, 17 and 18 of this Article, or if the maximum weight allowance per Luggage Item has exceeded the weight referred to in paragraph 11 of this Article.
22. If rejected items or Luggage are retained because their carriage is not permitted, the Carrier will under no circumstances accept any liability for this unless there is intent or deliberate recklessness on the Carrier's part.

#### **Delivery and collection of Hold Luggage**

23. The Passenger must present at the check-in desk any baggage that they wish to have carried as Registered Baggage in the hold in a timely manner.
24. Registered Luggage carried in the hold must be collected by the Passenger as soon as it is available at the Place of Destination or Stopover. If the Passenger fails to collect their Luggage within a reasonable period, the Carrier will retain the Luggage. The Carrier will charge the Passenger storage costs for this. If the Passenger still fails to collect their Luggage after three months, the Carrier will be entitled to dispose of the Luggage. In this case, the Carrier will not be liable. The Carrier reserves the right, depending on the applicable law, to transfer the Luggage not collected to the competent national authorities.
25. Only the holder of a Luggage Tag is entitled to collect their Registered Luggage. If the Passenger does not have their Luggage tag, the Carrier will only hand over the Registered Luggage if the Passenger concerned has demonstrated to the Carrier's satisfaction that they are entitled to the Luggage. If the Passenger does not lodge a complaint against the Carrier after receipt of their Luggage, the Carrier will be confident that the Luggage has been delivered in good condition and in accordance with the Conditions of Carriage.

#### **Animals**

26. Unless expressly authorised by the Carrier, the Passenger is not permitted to carry animals in the aircraft cabin.
27. The Passenger also requires the Carrier's express permission to carry animals in the aircraft outside the cabin. Such carriage may only take place under the following conditions:
  - a. The Passenger must ensure that the animals are in a cage which the Carrier considers suitable. Furthermore, the Passenger must have a valid vaccination and health document, any import permits, an animal passport, and other documents required by countries of import or Stopover. The animals must also have the correct vaccinations.
  - b. Animals (with or without cages and food) are considered Special Luggage, as referred to in paragraph 9 of this Article. Special Luggage will only be carried upon payment at the check-in desk of an amount set by the Carrier. Animals (with or without cage and food) are not included in the Free Luggage Allowance.
  - c. Animals trained to assist and accompany a Passenger with reduced mobility, government officials, or rescue teams will be carried with their cages and food free of charge.

28. The carriage of animals shall take place under the Passenger's full responsibility. The Passenger is responsible for having the documents and inoculations referred to in paragraph 27(a). Except in cases of intent or wilful recklessness, the Carrier shall in no event be liable for the injury, loss, delay, illness, or death of an animal if it is not allowed to enter or pass through any country, state, or territory. The Passenger undertakes to compensate all costs and Damage arising from the situations referred to in the previous sentence.
29. The Carrier reserves the right to refuse the carriage of animals if the conditions referred to in this Article are not met. The Carrier may impose additional conditions.

## **ARTICLE 9: AIR FREIGHT**

### **General Provisions**

1. The Carrier may decide to carry Air Freight on the Sender's instructions. The carriage of Air Freight shall at all times be subject to the provisions of these Conditions of Carriage, the regulations of the International Air Transport Association (IATA) with regard to the carriage of Air Freight, and the Convention unless such provisions, regulations, or the Convention itself impose restrictions on its scope and applicability.
2. The Carrier carries the Air Freight on the Sender's instructions to the Recipient (or its agent) stated in the Airbill unless the Carrier is obliged to carry the Air Freight elsewhere in accordance with applicable laws and/or regulations or by order of a competent authority.
3. Provided that the Sender complies with the obligations arising in the Contract of Carriage, the Sender shall be free to dispose of the Air Freight by taking it back at the airport of the Place of Departure or the airport of the Place of Destination, by retaining it during the journey during a Stopover, by having it delivered at the Place of Destination or the journey during a Stopover to a person other than the originally designated Recipient, or by requesting its return to the airport of the Place of Departure, insofar as exercising that right does not prejudice the Carrier or any other Senders and with the obligation to reimburse the Carrier for the resulting costs. If fulfilment of the Sender's instructions is impossible, the Carrier shall inform the Sender accordingly. If the Sender exercises its right referred to in this paragraph, it will at all times be obliged to provide the Carrier with a copy of the Airbill, in default of which the Carrier will not and does not have to comply with the Sender's order.
4. If a situation as referred to in the previous paragraph does not occur, the Recipient (or its agent) will be obliged to take receipt of the shipment with the Air Freight at the Airport of the Place of Destination or, if agreed, at the airport of a Stopover, unless shipment to a specific address has been agreed between the Sender or the Recipient and the Carrier.
5. By taking receipt of the Air Freight, by merely claiming delivery of the Air Freight, or by exercising any other right arising from the agreement between the Sender and the Carrier, the Recipient becomes a party to the agreement between the Sender and the Carrier for the carriage of Air Freight, of which agreement these Conditions of Carriage form part, and in that event, the Recipient shall pay to the Carrier all fares and/or costs incurred or yet to be incurred as referred to in this Article, except those paid in advance. The Sender remains jointly and severally liable for these fares and/or charges, and the Carrier has a right of retention with respect to the Air Freight for these fares and/or charges.
6. If the Recipient (or its agent) refuses to take receipt of the Air Freight or does not show up, the Carrier will be entitled to have the Air Freight stored at its or third-party premises or, if storage is not an option and it no longer reasonably expects the Recipient to collect the Air Freight, it can have the Air Freight returned to the Sender. In this case, the Sender will be obliged to reimburse the Carrier in advance for all the resulting costs incurred or to be incurred by the Carrier. Paragraph 18 of this Article applies.
7. The Sender expressly declares that it will not instruct the Carrier to carry Air Freight in violation of applicable laws, rules, regulations, directives, both national and international. If the Sender acts contrary to this paragraph, the Sender will be fully liable for this and will indemnify the Carrier against any liabilities or possible costs and/or fares imposed by third parties.
8. The Carrier will not be obliged to carry Air Freight and will not be liable if (it reasonably suspects that):
  - a. This carriage violates laws, rules, regulations, directives, both national and international;
  - b. This carriage, in the Carrier's opinion, involves the carriage of dangerous or offensive Air Freight;
  - c. This carriage, in the Carrier's opinion, is unsuitable for carriage or may result in a dangerous situation during the flight;
  - d. No insurance has been taken out for the Air Freight;
  - e. An import or export ban applies to the Air Freight at the Place of Departure, the Stopover, the Place of Destination, or the country over which the Carrier flies;
  - f. The carriage of air freight may cause damage to the aircraft, property, or persons on board the aircraft;
  - g. The carriage of Air Freight is contrary to the technical regulations for the safe carriage of hazardous substances by air of the ICAO (International Civil Aviation Organisation) and the Hazardous Substances Regulations of the International Air Transport Association (IATA), as well as the regulations of the Carrier. Said items include explosives, pressure gases, perishable or irritant substances, corrosive, oxidising or radioactive materials, magnets, toxic substances, fireworks, and flammable (liquid) substances.
9. Unless otherwise agreed, the Sender must make a reservation with the Carrier for the carriage of Air Freight. The Carrier does not accept liability for the carriage of Air Freight if the Sender has no reservation

or any other document showing that the Carrier has agreed in writing to the carriage of Air Freight.

### **Flight Schedules and Cancellations**

10. Flight schedules are subject to change at any time, are not covered by the contract and/or the Contract of Carriage, and neither the Sender nor the Recipient, notwithstanding any assurances given by the Carrier's employees, agents, or representatives, can derive any rights from them.
11. The Carrier shall at all times be entitled to decide to have the Air Freight transported by another aircraft or another means of transport, and the Carrier shall not be liable for this.
12. The Carrier may cancel, delay or divert the carriage of Air Freight, and is not liable for this if, in the Carrier's opinion, this is necessary due to Force Majeure Situations – including but not limited to weather conditions, strikes, riots, embargoes, hostilities, and public order disruptions – or insufficient manpower, fuel, or a shortage of material or facilities, or any other circumstance that constitutes a risk for the safe carriage of Air Freight.
13. The Carrier will be entitled to cancel or suspend the carriage of Air Freight if the Sender refuses to pay the fares and/or costs referred to in this Article and/or in Article 4 of these Conditions of Carriage.
14. If the Sender cancels the carriage of Air Freight, it will be liable to pay a cancellation fee to the Carrier.

### **Payment**

15. The Carrier will be entitled to charge a fare and/or charge costs to the Sender for the carriage of Air Freight, in advance or otherwise, and the Sender will be obliged to pay these fares and/or costs, even if the Air Freight is lost, damaged, or does not arrive at the final destination, or does not arrive in good time, for whatever reason. The Carrier will be entitled to request a deposit at any time.
16. The fares and/or costs imposed by the Carrier on the Sender for the carriage of Air Freight are exclusive of:
  - a. The costs of collecting and delivering the Air Freight from and to airports from which the Carrier operates;
  - b. Storage costs;
  - c. Insurance costs;
  - d. Taxes, levies, surcharges and costs which may be imposed or have already been imposed by the airport, customs, public authorities, or other competent authorities;
  - e. Contributions, costs, or penalties relating to laws, regulations and requirements imposed by authorities, including royalties, security clearance costs, and service charges;
  - f. Costs incurred by the Carrier in connection with the incorrect packaging of the Air Freight;
  - g. Costs charged to the Carrier by transport companies for the carriage of the Air Freight;
  - h. Costs that could not be foreseen by the Carrier at the time the Sender presented the Air Freight to the Carrier.

The costs referred to in paragraphs 16(a)-(h) above will be payable entirely by the Sender, and, if applicable, by the Recipient. If the Carrier pays these costs for the Sender, the Carrier will have recourse against the Sender for these costs and, if applicable, the Recipient. Paragraph 18 of this Article applies.

17. The Sender is also obliged to pay the Carrier all unpaid charges, fares, surcharges, costs, expenses, fines, penalties, damage as a result of loss of time and other damage that the Carrier may incur, suffer, or be required to pay as a result of the carriage of Air Freight that is in violation of laws and/or regulations, both national and international, such as, for example, the carriage of counterfeit Air Freight – without the Sender having to be aware of this – illegal, incorrect, or insufficiently marked, numbered, described, or addressed Air Freight, or the absence, delay, or inaccuracy of required import or export permits or any other certificate or document of any importance.

### **Right of Pledge**

18. In the event that the Sender and, if applicable, the Recipient, has not paid or does not pay in full the fare and/or any costs as mentioned in this Article and Article 4 to the Carrier, then from the moment that the Sender, and, if applicable, the Recipient, has been/is notified at the address described in the Airbill and they have been granted a reasonable period for payment, and this period has lapsed without payment of the amount due being received by Carrier, a lien on the Air Freight will be established in favour of Carrier. If payment of the amount due is still not made after the right of pledge has been established, even after the Carrier has given the Sender, or if applicable the Recipient, a period of 14 days for payment at the address specified by them in the Airbill, the Carrier will be entitled to sell or destroy the Air Freight, all at the Carrier's discretion. The Carrier is entitled to pay the fares and/or costs owed by the Sender and, if applicable, by the Recipient, from a sale of the Air Freight. After the sale or destruction of the Air Freight, the Sender, and if applicable, the Recipient, will still be obliged to pay the Carrier the fares and/or costs owed to the Carrier. In no event will the Carrier be liable if it exercises the rights accruing to it on the basis of the aforementioned right of pledge, and the Sender and/or the Recipient indemnify the Carrier against the liabilities of third parties and costs imposed by these third parties.

## **The Airbill**

- 19 The Sender shall be required to issue an Airbill to the Carrier for the carriage of Air Freight. The Airbill must, in any case, include the designation of the Place of Departure and the Place of Destination, and if the Place of Departure and the Place of Destination are located within the territory of the same State that is a party to the Convention, while one or more intermediate landings are anticipated within the territory of another State, the designation of one of the places of intermediate landing. The Airbill also contains a clear description of the Air Freight, specified as far as possible according to size, number, packages, condition, and value, and, in any event, according to weight.
- 20 The Airbill is drawn up by the Sender in three original copies. The first copy states "For the Carrier"; it is signed by the Sender. The second copy states "For the Recipient"; it is signed by the Sender and the Carrier. The Carrier will sign the third copy and present it to the Sender after receiving the Air Freight.
- 21 If the Sender does not present an Airbill to the Carrier, the Carrier reserves the right not to carry the Air Freight. If, despite the fact that the Sender refuses to issue an Airbill, the Carrier nevertheless decides to carry the Air Freight, it will accept no liability whatsoever for such carriage.
- 22 The Carrier may, at the Sender's express or implicit request, decide to draw up the Airbill itself, in which case the Carrier will be deemed to have done so on behalf and for the account of the Sender, subject to evidence to the contrary. In that case, the Carrier will not be liable for the Airbill content.
- 23 The Sender is responsible for the correctness, completeness and accuracy of the data, statements, and any other information included by the Sender in the Airbill or included by the Carrier in the Airbill on the Sender's behalf. The Sender is liable for any damage and losses suffered by the Carrier or its agents as a result of the incorrectness, inaccuracy, or incompleteness of the data, statements, and any other information included in the Airbill by the Sender or the Carrier on the Sender's instructions and on the Sender's behalf.
- 24 If the Carrier suspects that the Airbill drawn up by the Sender or the Carrier on the Sender's behalf may contain inaccurate, incomplete, or incorrect information, the Carrier shall at all times be entitled to correct such inaccurate, incomplete or incorrect information on the Sender's behalf and without being obliged to do so by attaching a separate statement. The Carrier will send a copy of this statement to the Sender. Subject to evidence to the contrary, this statement is admissible in evidence.
- 25 The dimensions, numbers, packages, condition, value, and weight included by the Sender in the Airbill in respect of the Air Freight shall only constitute evidence in respect of the Carrier to the extent that they have been verified by Carrier in the presence of the Sender and recorded in the Airbill.
- 26 If the Sender wishes to have various packages carried, the Carrier has the right to require the Sender to draw up separate Airbills, in default of which the Carrier will not be obliged to carry the Air Freight.

## **Air Freight Content**

- 27 Air Freight must be packed by the Sender in such a way that the Air Freight can be carried in a normal manner and so that no damage can be caused to persons, goods, or property. The Carrier reserves the right not to carry Air Freight if this paragraph has not been complied with. If the air freight causes damage to persons, goods, or property, the Sender, and if applicable the Recipient, will be obliged to compensate the damage suffered by the Carrier or by third parties. The Sender and, if applicable, the Recipient, indemnify the Carrier against liability claims or penalties and costs, whether or not imposed by third parties.
- 28 Air Freight, and if the Air Freight consists of several packages, each package, must be legibly and permanently marked with the full address of the Sender and the Recipient, as well as with the markings and numbers shown on the corresponding Airbill. The Carrier reserves the right not to carry Air Freight if this paragraph has not been complied with.
- 29 The Carrier reserves the right to inspect the Air Freight and the Airbill for accuracy.

## **Liability**

- 30 The carriage of Air Freight includes the period during which the goods are under the Carrier's care. The period of the air carriage excludes any carriage by land, sea, or inland waterways, carried out outside an airport.
- 31 The Carrier shall only be liable to the Sender, Recipient, or owner of the Air Freight for the destruction or loss of or damage to Air Freight, if such damage occurs during the air carriage.
- 32 The Sender and, if applicable, the Recipient, will be obliged to take out insurance for the carriage of Air Freight and/or for this Air Freight. If the Sender and, if applicable, the Recipient, are in default of doing so, the Carrier will under no circumstances be liable for the destruction or loss of or damage to Air Freight and/or the costs that may ensue therefrom.
- 33 The Carrier's liability is at all times limited to the amount laid down in the Convention.
- 34 The Carrier is not liable for any direct or indirect damage caused to Air Freight as a result of compliance with any laws, regulations, orders or requirements, which the Carrier believes are applicable or required, or for any other circumstance arising outside the Carrier's control or power.
- 35 The Carrier is not liable for loss of, damage to, or costs ensuing from the nature or inherent defect of the Air Freight (including incorrect packaging) arising as a result of a change in climate, temperature, height, or other condition to which the Air Freight is exposed, or as a result of the time period during which the Air

Freight is carried.

- 36 Unless otherwise provided in these Conditions of Carriage or otherwise agreed, the Carrier accepts no liability whatsoever for the carriage of special Air Freight, including the carriage of valuables, animals, dangerous goods, perishable goods, and human remains. The Sender and, if applicable, the Recipient, are (jointly and severally) liable and indemnify the Carrier against any loss of or damage to the aforementioned special Air Freight, or liability claims or penalties and costs imposed by third parties.
- 37 The Carrier is not liable for damage to or the death of an animal caused as a result of a natural circumstance, acts of the animal itself or other animals, or circumstances as a result of the animal's inability to adapt to a change in environment that is inherent to carriage by air.
- 38 Under no circumstances will the Carrier be liable for the destruction or loss of or damage to Air Freight caused by other Air Freight. The Sender, Recipient, and/or owner of the Air Freight that causes damage to or causes the destruction of other Air Freight is fully liable for these costs and shall indemnify the Carrier against any liabilities and costs imposed by third parties as a result thereof. Air Freight that the Carrier suspects will cause damage to the aircraft, persons, or property may be destroyed by the Carrier at any time, without the Carrier being obliged to notify the Sender, the Recipient, and/or the owner of the relevant Air Freight at that time.
- 39 Irrespective of the answer to the question of whether the Carrier was aware of the risk that damage could occur, the Carrier is in no event liable for consequential damage.
- 40 The Carrier is not liable for any destruction or loss of or damage to Air Freight (and the costs arising therefrom) as a result of any provision of information or acts of agents or auxiliary persons and their employees involved in air carriage.
- 41 If the Carrier issues an Airbill for the carriage of Air Freight in an aircraft other than that of the Carrier, the Carrier will only do so as the agent of the Carrier that will operate the actual carriage of Air Freight. The Carrier is not liable for any carriage of Air Freight operated by a Carrier other than itself.
- 42 If the Carrier's liability to the Sender, Recipient, and/or owner of the Air Freight is limited or excluded pursuant to these Conditions of Carriage, the Sender, Recipient, and/or owner of the Air Freight shall indemnify the Carrier against any claims and liability assertions by third parties in respect of such Air Freight, irrespective of whether the basis of the claim is a breach of contract or an unlawful act.
- 43 The amount that the Carrier must pay as a result of non-conformity of the carriage of Air Freight under the Contract of Carriage as a result of errors by its directors, employees, or agents is at all times limited to the amount that the Sender has paid the owner, and if applicable the Recipient, for the carriage of Air Freight. Any damage caused as a result of partial non-conformity shall at all times be limited to a proportional part of the amount paid for the carriage of the Air Freight.

#### **Bringing action**

- 44 If the person entitled to take receipt of the Air Freight takes receipt of the Air Freight without protest, this will constitute prima facie evidence that the Air Freight has been delivered in good condition and in accordance with what has been agreed.
- 45 In the event of damage to Air Freight, the Recipient must lodge a protest no later than within 14 days, to be calculated from the date on which the Air Freight was accepted. In the event of a delay in Air Freight, the protest must be lodged within 21 days, to be calculated from the day on which the Air Freight was made available. Any protest must be lodged in writing and presented or sent within the prescribed periods. In the absence of any protest within the prescribed periods, any action against the Carrier will be inadmissible.
- 46 Any right to Compensation will lapse if a claim for compensation has not been lodged within two years from the date of arrival at the destination, from the date on which the aircraft should have arrived or from the date on which the carriage ended. The method of calculating the period is determined by the applicable law of the court where the action is brought.

#### **Other provisions**

- 47 If required to fulfil the formalities of customs, police and other public authorities, the Sender of the Air Freight may be required to issue a document specifying the nature of the Air Freight. This obligation does not create any obligation, commitment, or liability for the Carrier, and the Carrier is not obliged to investigate whether the document is correct or sufficient.
- 48 If, at the Carrier's discretion, it is necessary to retain the Air Freight at any place and for whatever purpose, the Carrier will be authorised, after the Carrier has informed the Sender thereof, to retain the Air Freight at any location at the risk and expense of the Sender, Recipient, and owner of the Air Freight.

### **ARTICLE 10: CONDUCT ON BOARD THE AIRCRAFT**

#### **General Provisions**

1. The Passenger must refrain from any offensive behaviour or behaviour that fellow-Passengers might object to. The Passenger must in all cases comply with the instructions of the Carrier and its agents to ensure the safety of the aircraft and the safe, efficient, and comfortable course of the flight and the safety, health, and comfort of their fellow-Passengers. The Carrier has the right to assess whether the Passenger poses or could pose a threat or danger to one or more persons or belongings on board the aircraft, or to the aircraft

itself.

2. Pursuant to Article 96 of the Aviation Supervision Regulations, the captain of the aircraft will be authorised to take measures to ensure the safety of the people and their belongings on board the aircraft. The captain is also authorised to take measures, including restricting the Passenger's freedom, to ensure order, discipline and safety on board the aircraft. If necessary, the captain may, prior to a flight, restrict a Passenger's freedom who, in their reasonable judgment, is suspected of disrupting order, discipline, or safety during the flight. The captain may report Passengers who do not comply with the instructions given by them. If necessary, they can and may transfer the Passenger to the competent authorities. A Passenger who is removed from the aircraft for the reasons described above shall forfeit their right to carriage on the flight concerned, any return flight, or any other flight operated by the Carrier or its affiliates.
3. For reasons of safety and security, the Carrier may, inter alia, restrict or prohibit the use on board of electronic equipment, including mobile phones, tablets, CD players, portable recorders, laptop computers, portable radios, electronic games or transmission equipment, walkie-talkies, remote control toys, and any other equipment operating via an antenna. Passengers are permitted to use hearing aids or pacemakers.
4. It is prohibited to bring or use drugs on board the aircraft. It is also prohibited to smoke on board the aircraft (including smoking conventional cigarettes, electronic cigarettes, or other artificial forms of smoking). Violation of these prohibitions is a criminal offence, which the captain may report to the competent authorities.
5. The Passenger may order alcoholic beverages on board. The Carrier may, at its reasonable discretion, totally prohibit, restrict or cease serving alcoholic beverages to the Passenger in order to maintain good order and discipline on board. The Passenger is not permitted to bring alcoholic beverages on board.
6. If a Passenger fails to comply with the provisions of this Article, the Carrier will be permitted to take all measures it deems necessary to prevent or terminate such behaviour. Such measures may include the imposition of restrictions on the Passenger's freedom of movement and/or their removal from the aircraft, or refusal of their further carriage from any point. In addition, the Carrier may file a declaration with the local authorities. The Carrier shall not be obliged to compensate any Damages suffered by the Passenger in any of these cases, nor shall the Carrier be liable for any other Damages resulting from the actions of such Passenger. The Passenger concerned shall be obliged to compensate the Carrier or their fellow-Passengers for any Damage resulting from their actions or omissions. This Damage also includes the costs incurred by the Carrier if it is forced to divert to a Place of Destination not determined in advance. The Carrier reserves the right to file a declaration against the Passenger and to take action for damages.

#### **Future Refusal**

7. If a Passenger does not comply with the requirements in this Article or Article 7, the Carrier or its Authorised Agent shall be entitled to refuse the Passenger on one or more future flights. The Carrier will inform the Passenger in accordance with Article 7(1)(g).

### **ARTICLE 11: TIMETABLE, CANCELLATION, DELAY, AND DENIED BOARDING**

#### **General Provisions**

1. Unless otherwise provided in European and/or international regulations and/or case law, the following provisions apply.
2. The flights and the flight schedule as described in the timetable are not binding and serve solely as information for the Passenger in respect of the flight offered by the Carrier. The flight schedule will be released after the date of Booking and will be shown on the Ticket. The flight schedule and/or flight may change between the date of Booking and the travel date.
3. Changes in the timetable relating to the Passenger will be communicated by the Carrier to the Passenger using the contact details provided by them at the time of Booking. The Passenger is responsible for providing the correct contact details at the time of Booking and keeping themselves reachable for any messages from the Carrier. Passengers will be responsible for checking in advance of their flight whether the flight schedules as shown on the Ticket have been changed. If there is a change that is undesirable for the Passenger, and the Carrier fails to offer a suitable alternative flight, the Passenger may obtain a Ticket refund under the conditions set out in Article 12.
4. The Carrier shall take all reasonable measures to prevent cancellation and delay of the carriage of the Passenger and their Luggage. To prevent or limit the cancellation or delay of a flight, the Carrier is entitled to have the carriage operated on its behalf by another Carrier and/or with another aircraft and/or with another means of transport.
5. Unless otherwise provided in the Convention and/or applicable European law, and provided that the Passenger has a valid Ticket and Contract of Carriage, in the event that the Carrier cancels the flight, or if the flight does not land at the Place of Stopover or Place of Destination, or if the Carrier (in all reasonableness) causes the Passenger to miss a connecting flight, or if the Passenger is denied boarding due to overbooking, the Passenger will be entitled, at their request, to:
  - a. another flight under similar Conditions of Carriage to the Passenger's final destination as specified in the Ticket, on the first occasion, or, if the Passenger so chooses, another flight under similar Conditions of Carriage to the Passenger's final destination as specified in the Ticket at a later date, if a seat is

- available, or
- b. a Ticket refund as referred to in Article 12, for the part or parts of the journey that have not been made and for the part or parts that have already been made if further travel in the light of the Passenger's original travel plan no longer makes sense, as well as, where appropriate, a return flight to the first point of departure.

**In the event of cancellation, the Passenger shall in any case be entitled to:**

- (i) meals and refreshments in reasonable proportion to the waiting time;
  - (ii) two free phone calls or email messages;
  - (iii) hotel accommodation in the case of another flight which is reasonably expected to depart at the earliest one day after the scheduled departure time of the cancelled flight and if one or more nights' stay becomes necessary or in which a stay becomes necessary longer than the stay planned by the Passenger, as well as in the latter two cases carriage between the airport and the place of the accommodation.
6. If a flight is cancelled, the Passenger may also be entitled to compensation as referred to in the DBC Regulation. In this respect, the Carrier refers to the website of the European Commission (<http://ec.europa.eu>). The Carrier will not be obliged to pay compensation if the cancellation is the result of extraordinary circumstances that could not have been avoided despite taking all reasonable measures, or if:
- a. the cancellation is notified to the Passenger at least two weeks before the scheduled departure time, or
  - b. the cancellation is communicated to the Passenger between two weeks and seven Days before the scheduled departure time and the Passenger is offered another flight to the same Place of Destination that departs no earlier than two hours before the scheduled departure time and takes them to the final destination less than four hours later than the scheduled arrival time; or
  - c. the cancellation is notified to the Passenger less than seven Days before the scheduled departure time and the Passenger is offered another flight to their Place of Destination that departs no earlier than one hour before the scheduled departure time and brings the Passenger to the final destination less than two hours later than the scheduled arrival time.

**Delay**

7. If a flight operated by the Carrier is delayed by two hours or more for all flights of 1500 km or less, by three hours or more for all flights within the European Economic Area of more than 1500 km, and for all other flights between 1500 and 3500 km, or by four hours or more for all flights not covered by the aforementioned cases, the Passenger shall, in any event, be entitled to the assistance referred to in paragraph 5 (i), (ii) and (iii).
8. In the event of a delay beyond the scheduled departure time of at least five hours, the Passenger shall be entitled, at their request, to a Ticket refund for the part(s) of the journey that has(have) not been made and for the part(s) that has(have) already been made if further travel in the light of the Passenger's original travel plan no longer makes sense, as well as, where appropriate, a return flight to the first point of departure.
9. If a flight is delayed by more than three hours with respect to the scheduled arrival time, the Passenger may also be entitled to compensation as referred to in the DBC Regulation, as well as applicable case law. In this respect, the Carrier refers to the website of the European Commission (<http://ec.europa.eu>)

**Denied Boarding**

10. Under to the Carrier's policy, flights will not be overbooked. However, should a flight be overbooked, the Carrier will seek Passengers who wish to voluntarily relinquish their seats in exchange for certain benefits under terms to be agreed between the Passengers and the Carrier concerned. In this case, in addition to these benefits, the Passenger shall, in any event, be entitled to:
- a. another flight under similar Conditions of Carriage to the Passenger's final destination as specified in the Ticket, on the first occasion, or, if the Passenger so chooses, another flight under similar Conditions of Carriage to the Passenger's final destination as specified in the Ticket at a later date, if a seat is available, or
  - b. a Ticket refund as referred to in Article 11, for the part or parts of the journey that have not been made and for the part or parts that have already been made if further travel in the light of the Passenger's original travel plan no longer makes sense, as well as, where appropriate, a return flight to the first point of departure.
  - c. If there are insufficient volunteers, the Carrier will be entitled to deny access to the flight against the Passenger's will. In addition to the rights referred to in the previous paragraph (at a or b), a Passenger who has been denied access to the flight against their will is entitled to:
    - d. meals and refreshments in reasonable proportion to the waiting time;
    - e. two free phone calls or telex, fax or email messages;
    - f. hotel accommodation in the case of another flight which is reasonably expected to depart at the earliest one day after the scheduled departure time of the cancelled flight and if one or more nights' stay becomes necessary or in which a stay becomes necessary longer than the stay planned by the Passenger, as well as in the latter two cases carriage between the airport and the place of the



- accommodation, and
- g. In the event referred to under c of this Article, the Passenger may also be entitled to compensation as referred to in the DBC Regulation.

## **ARTICLE 12: REFUND**

### **General Provisions**

1. If the carriage is not operated in accordance with the Contract of Carriage, the Passenger will be entitled to a refund on request for the unused Ticket or its unused part, to the extent that the Conditions of Carriage or the Conditions of Carriage do not provide otherwise.
2. The Carrier has the right to refund either the person whose name is shown on the Ticket or the person who paid for the Ticket. If a Ticket has been paid by a person other than the person whose name is shown on the Ticket, and the Carrier has indicated on the Ticket that the Ticket is subject to restrictions, the Carrier will refund the person who paid the Ticket or, at its instruction, another person.
3. If a refund is paid in accordance with the provisions of paragraph 2 of this Article, the refund will be valid, and the Carrier will be released from all liability. In that case, the Carrier will not be obliged to pay a refund for the same Ticket to a party other than the person to whom it has already paid a refund.

### **Proper Evidence**

4. The Carrier reserves the right to pay a refund only upon submission of proper evidence that the person whose name is shown on the Ticket or the person who paid for the Ticket is actually entitled to a refund. If proper evidence is not provided, the Carrier will not be obliged to pay a refund.

### **Refund for involuntary abandonment of carriage**

5. In the event that the Carrier cancels the flight, the flight does not land at the Stopover location or Place of Destination, the Carrier (in all reasonableness) causes the Passenger to miss a connecting flight, or the Passenger is denied boarding due to overbooking, the Passenger will be entitled to a refund, unless otherwise provided in these Conditions of Carriage or the Fare Conditions, of an amount equal to the fare paid if the Ticket is completely unused, or, if part of the Ticket is used, an amount equal to the difference between the fare paid for the Ticket and the applicable fare for the part(s) of the flight that have already been made.

### **Force Majeure**

6. In the event of Force Majeure which renders the Carrier unable to operate or continue the flight, the Passenger shall not be entitled to a refund. In that case, the Carrier may decide to extend the Ticket's validity.
7. Tickets of Passengers who are seriously ill or who have died and of those who have had to travel with these Passengers will be fully refunded.
8. Tickets of disabled Passengers or Passengers with reduced mobility, and the Passenger accompanying them, who have been refused carriage because of that disability or reduced mobility, shall be entitled to a full Ticket refund at the price for which it was purchased, for the part or parts of the journey that have not been made and for the part or parts that have already been made if further travel no longer makes sense in the light of the Passenger's original travel plan, as well as, where appropriate, a return flight to the first point of departure. The foregoing does not apply if the right to re-routing under comparable Conditions of Carriage to their final destination has been or is exercised at the earliest opportunity, or re-routing under comparable Conditions of Carriage to their final destination, at a later date of the Passenger's choice, if space is available. The right to the possibility of a return flight or another flight depends at all times on whether all safety requirements are met.

### **Currency**

9. Unless otherwise agreed, a refund will be made in the currency in which the Ticket was paid.

## **ARTICLE 13: ADDITIONAL SERVICES**

1. If the Carrier has agreed to provide additional services to the Passenger in addition to carriage by air, the Carrier will only be liable in connection with these services up to the amount of the value of the additional services, and only if the Carrier has been negligent in arranging these services. The Carrier shall in no event be liable in the event of Force Majeure.

## **ARTICLE 14: TRAVEL DOCUMENTS, ENTRY AND CHECKS**

## **General**

1. The Passenger is solely responsible for ensuring that they hold all the required travel documents and visas and comply with all applicable laws, rules, directives, regulations and requirements, and obligations imposed by countries from, over and into which they are flying. If the Passenger fails to comply with their obligations in any way, they will be responsible for this and will have to bear the costs and Damages as a result of failing to comply with these obligations.

## **Travel Documents**

2. The Passenger is obliged to present all export, import, health and other documents required by the applicable regulations of the countries from, over, and into which the flight will take place, prior to travel. The Passenger agrees that the Carrier may make copies of the documents referred to in this Article or otherwise take over the information contained in the documents.

## **Refusal of Entry**

3. If the Passenger is refused entry to a country, they must pay all fines and costs (including detention costs) imposed on the Carrier by local public authorities. If the Carrier is obliged to return the Passenger to the Place of Departure, the Passenger will also have to pay the price of the Ticket. In this case, the captain has the right to retain this Passenger's travel documents during the flight to their Place of Departure or designated location. In these cases, the Passenger is not entitled to a refund of their (original) Ticket.
4. If the Carrier is obliged to pay a penalty or incur costs as a result of the fact that the Passenger has failed to comply with applicable regulations, has failed to present the required documents, or has presented invalid documents, the Passenger must repay all such costs to the Carrier upon the Carrier's request. The Carrier reserves the right to set off these costs against monies paid to the Carrier for unused carriage, or other monies of the Passenger held by the Carrier.
5. The Carrier shall endeavour to provide the Passenger at their request with information regarding the applicable laws of the countries from, over, and to which flights are operated. The Carrier does not accept liability for any Damages resulting from the information it provides under any circumstances.

## **Customs and Security Checks**

6. Upon request, the Passenger must cooperate with and be present during the inspection of Luggage (delayed or otherwise) by customs or other government officials. The Passenger must also cooperate with all security checks carried out by authorities, airport officials, or the Carrier(s). In no event shall the Carrier accept liability for loss of or damage to Luggage during such checks, or as a result of the refusal to cooperate in such checks. If the Carrier suffers Damage due to an act, omission, or negligence of the Passenger, the Passenger must compensate the Carrier.

## **Liability**

7. The Carrier shall in no event be liable for Damage and costs resulting from the Passenger's failure to comply with their obligations laid down in this Article. Furthermore, the Carrier shall not be liable if the refusal to carry a Passenger is based on the assumption that such refusal arises from applicable laws, rules, directives, and regulations.

## **ARTICLE 15: LIABILITY**

### **General**

1. The Carrier's liability is determined by these Conditions of Carriage. The Carrier's liability is at all times subject to the Convention unless the Convention itself imposes restrictions on its scope and applicability.
2. The following conditions apply to the extent that they do not conflict with the provisions of these Conditions of Carriage, and irrespective of the applicability of the Convention:
  - a. The Carrier is only liable for recoverable Damage for demonstrable losses and costs.
  - b. The Carrier is only liable for Damage that occurs or has occurred on board its own flight. If the Carrier issues a Ticket, registers Luggage or Air Freight for flights operated by other Carriers, it will only act as the agent for these Carriers. The Carrier is not liable for Damage occurring on board of the aircraft of other Carriers.
  - c. If the Carrier provides evidence that the fault or negligence of the person claiming damages or of the person from whom these rights are derived, caused or contributed to the Damage, the Carrier shall be wholly or partially released from its liability to that person, to the extent that such fault or negligence caused or contributed to the Damage. Where compensation is sought for the death or injury of a Passenger by a person other than the Passenger, the Carrier shall also be relieved of all or part of its liability to the extent it provides evidence that the fault or negligence of that Passenger caused or contributed to the Damage. This Article applies to all provisions of these Conditions of Carriage, including paragraph 3 of this Article.

- d. The Carrier shall not be liable for Damage resulting from the Carrier's compliance with rules, directives, regulations or orders, or for the Passenger's failure to comply with these rules.
- e. All provisions of these Conditions of Carriage, including the provisions regarding exclusion and limitation of liability, also extend to and limit the liability of the Authorised Agents, subordinates, representatives or agents of the Carrier, as well as the owner/lessor of the aircraft and its personnel, employees, and subordinates. The total amount of Damages recoverable from such persons shall not exceed the maximum total amount for which Carrier may be liable.
- f. Unless otherwise specified, no provision of these Conditions of Carriage shall override any exclusion or limitation of liability of the Carrier under the Convention or applicable law.

#### **Damage resulting from death or injury**

- 3. The Carrier shall only be liable for Damage suffered in the event of the death or personal injury of a Passenger if the accident causing the death or injury took place on board the aircraft or while boarding or leaving the aircraft. The Carrier shall not limit or exclude its liability of up to 113,100 SDR per Passenger unless paragraph 2(c) of this Article applies.
- 4. The Carrier shall not be liable for Damage resulting from death or injury to the extent that the Damage exceeds 113,100 SDR if the Carrier provides evidence that the Damage was not attributable to the fault or negligence of the Carrier, its agents or subordinates, or if the Damage was solely attributable to the fault or negligence of a third party. Paragraph 2(c) of this article applies.
- 5. If the Carrier carries a person whose age, mental or physical condition is such that carriage can pose a threat or risk to them, the Carrier will not be liable for illness, injury, death or aggravation of this person's condition, provided that the Damage is the result of that condition or an aggravation thereof.
- 6. In the event of death or injury as referred to in paragraph 3 of this Article, the Carrier will make an advance payment to the Entitled Claimant, so that they can meet their immediate economic needs. In the event of death, the said advance payment will not be less than 16,000 SDR. Pursuant to Article 5(3) of the Air Carrier Liability Regulation and Article 28 of the Convention, the payment of an advance does not imply that the Carrier acknowledges any liability. The advance payment may be set off against any subsequent payment made on the basis of the liability of the air carrier. In principle, an advance payment does not have to be refunded. This is only different in the cases referred to in paragraph 2(c) of this Article and in the event that the person who received the advance payment was not entitled to compensation. Pursuant to the applicable law, an advance payment will be made within 15 days after the identity of the Entitled Claimant has become known.
- 7. The Carrier reserves all rights of recourse and subrogation against third parties.

#### **Damage due to delay and cancellation**

- 8. The Carrier's liability in respect of Damage suffered by Passengers caused by delay or cancellation in the air carriage of Passengers is limited to 4,694 SDR per Passenger.
- 9. The Carrier's liability in respect of Damage caused by delay or cancellation of air carriage of Luggage of Passengers is limited to 1,131 SDR per Passenger. This will only be different if the Passenger is in possession of a Special Declaration regarding interest in the delivery, in which a higher value has been agreed.
- 10. The Carrier shall in no event be liable for delays in or cancellations of the air carriage of Passengers and Luggage if it provides evidence that the Carrier and its agents have taken all measures that could reasonably be required to avoid the Damage, or that it was impossible for them to take such measures.

#### **Damage to Luggage**

- 11. The Carrier's liability in respect of Damage to or loss of Luggage is limited to 1,131 SDR per Passenger. This will only be different if at the time of delivery, the Passenger holds a Special Declaration of Interest, in which a higher value has been agreed. Article 8(8) applies.
- 12. In the event of Damage to or loss of Luggage, the Passenger must report to the on-site handler to prepare a Property Irregularity Report (PIR). If the Passenger submits a claim for Damage to or loss of Luggage to the Carrier, it is obliged to submit this PIR Report. In addition, in this case, the Passenger is also obliged to submit a Baggage Inventory Form (BIF) to the Carrier. The BIF document can be requested from Corendon Dutch Airlines. Corendon Dutch Airlines will only handle a claim for damages related to Damage to or loss of Luggage, and can only pay compensation if the claim for damages has been submitted to Corendon Dutch Airlines in writing, including the Luggage Tag, PIR report, BIF document, and original purchase receipts.
- 13. The Carrier will only be liable for Damage to or loss of Registered Luggage carried in the hold if the Damage took place on board the Carrier's aircraft or during the period that the Carrier retained the Registered Luggage.
- 14. The Passenger whose Registered hold luggage or the objects contained therein cause Damage to the Luggage of other Passengers or to the Carrier's property shall indemnify the Carrier against all resulting costs, losses, and Damage.
- 15. The Carrier is not liable if and in so far as the Damage is solely the result of the nature, an inherent defect, the quality, or perishability of the Luggage.

16. The Carrier is not liable for Damage to or loss of Luggage which it is prohibited to carry as Luggage.
17. Except for the presence of fault on the part of the Carrier, its agents or Authorised agents, the Carrier shall under no circumstances be liable for Damage to or loss of hand luggage and Unregistered luggage (including personal belongings).

#### **Passenger's Liability**

18. If the Passenger has been culpable in failing to comply with the conditions as laid down in these Conditions of Carriage and the Carrier suffers Damage as a result, the Passenger shall compensate Carrier for this.

#### **ARTICLE 16: SUCCESSIVE CARRIERS**

1. For the application of the Convention, carriage operated by several successive carriers will be regarded as a single carriage. In the cases where the carriage is operated successively by different carriers, each of these carriers that accepts Passengers, Luggage, or goods will be a party to the Contract of Carriage, insofar as it relates to the part of the carriage operated under its supervision.
2. Subject to the provisions of paragraph 3 of this Article, the Passenger or any other person who is entitled to compensation derived from this shall only have recourse against the carrier who operated the carriage during which the accident or delay occurred. In such cases, the Carrier will under no circumstances be liable for those parts of the journey operated by another carrier(s).
3. If successive Carriers are involved, and Luggage or goods are destroyed, lost, damaged, or delayed, the Passenger or sender shall have recourse against the first carrier, and the Passenger or recipient entitled to delivery shall have recourse against the last carrier. The Passenger, the sender, or the recipient may, in any case, seek redress from the carrier who operated the carriage during which the destruction, loss, damage, or delay occurred.

#### **ARTICLE 17: CHARTER CARRIAGE**

1. Charter Carriage is subject to the terms and conditions of the Charter Agreement or, if applicable, the Package Travel Agreement. These Conditions of Carriage form an integral part of the Charter or Package Travel Agreement.
2. A Charter Ticket is only valid on the date shown on the Charter Ticket, the Flight Coupon, or an electronic Ticket issued by the tour operator or charter company. However, changes to the date of departure or return are possible. As stated on the charter Ticket, other conditions may also apply.
3. A Charter Ticket is invalid as long as the Contractual Carrier as referred to in Article 1 has not paid the price for the Charter Ticket, plus any taxes, levies, surcharges, and other costs payable, to the Carrier or has not complied with a payment arrangement made with the Carrier. The Carrier has the right to refuse to carry the Passenger on these grounds.
4. The Passenger is not entitled to a refund of their Charter Ticket.
5. Refunds to the Passenger may only be made by the Contractual Carrier (tour operator or charter company), provided that this is in accordance with its general terms and conditions.
6. The following articles do not apply to Charter Carriage: Article 3: paragraphs 1, 4, 5, 8, 9, 10 and 11;  
Article 4;  
Article 5: paragraphs 1, 2 and 4;

#### **ARTICLE 18: PASSENGER RIGHTS**

1. If Luggage is received by the Passenger without any protest, it will be presumed, subject to evidence to the contrary, that the Luggage has been received in good condition and delivered in accordance with the Contract of Carriage.
2. In the event of damage to Registered Luggage carried in the hold, the Passenger must submit a written complaint to the Carrier immediately after discovery of the damage, and no later than 7 Days from the day of receipt of the Luggage. In the event of a delay in the Registered Luggage carried in the hold, the Passenger must submit a written complaint to the Carrier within 21 Days of the date on which the Luggage was made available to them. If the Passenger does not submit their complaint within the periods referred to in this paragraph, their legal claim(s) will lapse, will be null and void, and will be inadmissible.
3. Any right to compensation shall lapse if a claim for compensation has not been lodged within two years from the date of arrival at the destination, from the date on which the aircraft should have arrived, or from the date on which the transport ended. The method of calculating the period is determined by the applicable law of the court where the action is brought.