

Munich Airlines



GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

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Article 1 – Definitions

CARRIER AND AIR CARRIAGE

“CARRIER“ means Industrieflug IPS Air Service GmbH & Co. KG Airlines, dba Munich Airlines, Flughafen München GAT, 85356 München, Germany

“AIRLINE DESIGNATOR CODE“ means the two characters or three letters, which identify particular air carriers.

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

“CARRIER’S REGULATIONS“ means all rules and procedures other than or in addition to present Conditions of Carriage valid on the date the ticket was issued and/or the date of carriage.

“TARIFFS“ means fares and charges collected by the Carrier for carriage or collected for the services provided in connection to air carriage.

“CONVENTION“ means Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal on 28 May 1999.

“CONDITIONS OF CARRIAGE“ mean these Conditions of Carriage for Passengers and Baggage.

„CODE SHARED AGREEMENT“ means agreement concluded between airline A and airline B, under the terms of which the flight designated by the flight number of airline A is actually operated by the airline B.

BAGGAGE

“BAGGAGE“ means your personal property carried together with the passenger or carried separately. Unless otherwise specified, it consists of both Checked and Unchecked Baggage.

“BAGGAGE IDENTIFICATION TAG“ means a document issued by the Carrier for purposes of identification of the checked baggage, of which one part is attached to the checked baggage and a second part is given to the passenger.

“UNCHECKED BAGGAGE“ means baggage carried onboard in the cabin.

“CHECKED BAGGAGE“ means baggage of which the Carrier takes custody and for which the Carrier issues a Baggage Identification Tag.

„PROPERTY IRREGULARITY REPORT“ means a report drawn up based upon a notification by the passenger of the loss or delay of or damage to his/her baggage or its contents describing the character and extent of such loss, delay or damage.

FARE

“BASE FARE“ means the price of air carriage exclusive of VAT, airport charges, service fees or other charges collected by Carrier and/or by the domestic or foreign authorities applicable pursuant to the valid domestic or international regulations.

“FARE” means total price of the carriage consisting of the Base Fare, VAT, if applicable, airport charges, service fees or other charges applicable pursuant to the valid domestic or international regulations or applied by the domestic or foreign authorities and/or Carrier.

PASSENGER

“PASSENGER” means a person, except members of crew, whose name is stated on ticket or E- ticket and who submits the reservation confirmation at the check-in.

“INFANT” means child of less than 2 years of age at the time of departure

“MINOR” means child older than 2 years of age and younger than 12 years of age at the time of departure

„ADULT“ means person older than 18 years of age

„PASSENGER WITH REDUCED MOBILITY“ means every person whose mobility is reduced when using transport because of any physical disability (sensory, locomotory, permanent or temporary), intellectual impairment or any other cause and whose situation needs special attention and adaptation to the person’s needs of the services made available to all passengers.

TICKET AND OTHER DOCUMENTS ENTITLING FOR CARRIAGE

“TICKET” means either the document entitled “Passenger Ticket and Baggage Check” or the ELECTRONIC-TICKET named as well as E-TICKET which is issued on behalf of the carrier.

“BOARDING PASS“ means document entitling passenger to board the aircraft and issued to passenger at check-in, after passenger submits e-ticket, proves identity and after checking the passengers travel documents.

MISCELLANEOUS

“IATA” – International Air Transport Association

“ICAO” – International Civil Aviation Organization

“SDR” means Special Drawing Right – currency defined by the International Monetary Fund, current value of this currency unit may be found in the financial pages of major newspapers.

“EUR” means EURO, European currency

“LOST AND FOUND“ means office situated at the airport to which each passenger should address to in case of any damage to or loss, destruction or delay of his checked baggage and office providing information on items left aboard the aircraft.

Article 2 – Applicability

2.1 General

2.1.1 Unless otherwise stated in these Conditions of Carriage, otherwise agreed with the Carrier or unless the valid laws and legislation provide anything to the contrary, these Conditions of Carriage only apply to flights and in relation to flights operated under the Airline Designator which is indicated in the carrier box of the Ticket for that flight.

2.1.2 Paper copies of these Conditions of Carriage are available upon request and may be obtained in Carrier's offices at the address indicated at the end of these Conditions of Carriage.

2.2. Charters

If a carriage is performed pursuant to a charter agreement (or pursuant to an agreement on arrangement of air carriage), these Conditions of Carriage only apply to the extent they do not run contrary to the terms of the charter contract.

2.3. Code Shares

In case of flights performed pursuant to the Code Shared Agreement, these Conditions of Carriage only apply to the extent they do not run contrary to the terms of Code Share Agreement between the two airlines.

2.4. Barter Clients

If the air carriage is performed pursuant to a Barter Agreement, these Conditions of Carriage apply only to the extent they do not run contrary to the terms of the Barter Agreement and the Tariff Conditions.

2.5 Prevalence of International Conventions and Legal Regulation

2.5.1 These Conditions of Carriage are applicable in extent in which they are not inconsistent with applicable laws of the state where the Carrier has its seat or other applicable international legislation, from which it is impossible to deviate or are inconsistent with the provisions of the Convention, in which event the provisions of such laws or provisions of the Convention shall prevail.

2.5.2 Except as provided in the paragraph above, in the event of inconsistency between these Conditions of Carriage and any applicable regulations dealing with particular subject, these Conditions of Carriage shall prevail.

2.5.3 If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

Article 3 – Tickets

3.1. General

3.1.1 Munich Airlines will provide carriage only to the Passenger named in the Ticket. A photo identification such as a passport has to be presented at Check-In for identification.

3.1.2 When making reservation, the passenger is obliged to provide the Carrier with his/her telephone number and e-mail address (or fax number or other contact) at which the Carrier will be able to inform the passenger on short notice about important matters concerning reservation (hereinafter the „contacts“).

3.1.3 Passenger is liable for correctness and functionality of the contacts provided to the Carrier. Passenger is obliged to inform the Carrier about any change of contacts.

3.1.4 The Carrier or its authorized representative will register the passenger's reservation and will provide him with a ticket or an E-ticket either via e-mail to the e-mail address or via fax to the fax number or by mail to the mail address provided by the passenger.

3.1.5 The contract is considered as concluded at the moment of payment of the fare.

3.2. Changes in Reservation after Issuing a Ticket

3.2.1 All Munich Airlines tickets are non-refundable and non-endorsable to other carriers. Some Tickets sold at discounted fares may also be partially or completely non-changeable whereas other may be changeable subject to payment of a change fee plus any difference in price between the original fare paid and the lowest available fare for the new booking at the time.

3.2.2 Any one change of data stated on the reservation is liable to a fee according to the tariffs of the Carrier. The same shall accordingly apply in case of repeated change of reservation.

3.2.3 Unless otherwise stated in these Conditions of Carriage, after conclusion of contract on carriage the parties are only allowed to withdraw from such contract for reasons provided in the applicable law. Passenger is only entitled to a refund of fare in cases of valid withdrawal from the contract.

3.2.4 In case of loss or mutilation of Ticket (or part of it) by the passenger we will replace such Ticket (or part of it) by issuing a new ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flights in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. The issuing carrier may charge a reasonable fare for this service.

Article 4 - Fares

4.1 Fare Payment

4.1.1 Fare must be paid in full amount within the time limit set by the fare rules of making the reservation. If the passenger does not pay the fare duly and timely, the Carrier cancels the reservation.

4.1.2 Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transportation service between airports and between airports and town terminals.

4.2 Taxes and charges

4.2.1 Taxes and charges collected by state, airport operator or other entity in connection to air carriage form part of fare. Total amount and specification of taxes and charges applicable at the time of reservation is stated on the Ticket.

4.2.2 The Carrier is not responsible for any increase of taxes or charges stated in paragraph 4.2.1 or for introduction of new taxes and charges. Passenger is obliged to cover increased or newly introduced taxes and charges in cash before departure.

4.2.3 In case of decrease or cancellation of such taxes or charges, the passenger is entitled to require their reimbursement unless the Carrier paid or transferred them already.

4.3 Currency

Fares, taxes, fees and charges are payable in the currency of the country of origin of the first coupon. When payment is made in a currency other than the currency in which the fare is published, the exchange rate set by the Carrier will apply.

Article 5 Transferability of Tickets

5.1. A ticket or E-ticket is not transferable. Change of passenger is subject to provisions of Article 3 of these Conditions of Carriage.

5.2. The Carrier is entitled to refuse carriage of person who submits the ticket with data, which do not correspond with data in central reservation system of the Carrier.

5.3. Only the passenger whose name is stated on the ticket and who submits at the check-in desk a valid identification document and either a valid ticket coupon or the reservation number stated on the E-ticket is entitled to carriage.

Article 6 – Check-in and Administrative Formalities

6.1. Check-In

6.1.1 The passenger must arrive at the airport for check-in procedure sufficiently in advance before the scheduled departure of his/her flight.

6.1.2 Unless the Carrier informs passengers about change of check-in times, check-in closes 60 minutes before scheduled departure.

6.1.3 The passenger, who fails to check-in within the stipulated time, will lose right to carriage. The Carrier shall not be liable for damages incurred by the passenger due to his failure to comply with his/her duties stated in Article 6.1.1 and 6.1.2 of these Conditions of Carriage.

6.2. General Requirements

The passenger is solely responsible for complying with all laws and other legal regulations, instructions, rules and other measures imposed by the country of departure, transit and arrival as well as the instructions and regulations of the Carrier. The Carrier will in no case be liable for damages incurred by passenger as a result of not acting in compliance with such laws, instructions or regulations.

6.3. Travel Documents

6.3.1. Passenger is obliged

- to obtain all and any relevant information relating to the legal and administrative requirements of countries of departure, transit and arrival concerning the entry into, transit and residence in and exit from such countries,

- to be in possession of and having available for presentation valid and non-expired travel documents necessary for the entry, transit, stay and exit of the countries of departure, transit and arrival namely but not limited to valid passport and valid visa (including the transit visa) as well as any other entry and exit, health and other documents required by the laws or other legal regulations of the said countries,

- to be in possession of a valid ticket or E-ticket.

6.3.2. At the check-in and any time after it, the passenger is required to present all travel documents mentioned in paragraph 6.3.1 upon request.

6.3.3. The Carrier reserves the right to refuse carriage of passenger, who does not fulfil requirements stated by the law or whose documents are not in compliance with valid legislation.

6.4. Refused Entry

6.4.1. In case the Carrier is obliged to carry the passenger back to place of departure or elsewhere in accordance with valid legislation, because an entry to country was refused to passenger due to the fact that the passenger does not have required travel documents or because the passenger did not fulfil other criteria for entry required by applicable laws, the passenger shall be liable to pay for the fare of carriage back to the country of departure or elsewhere himself.

6.4.2. If the passenger does not board the aircraft because of reasons stated in paragraph 6.4.1, he/she shall not be entitled to a refund of the fare.

6.5. Liability of Passenger for Damage Incurred by the Carrier

Carrier is entitled to compensation of damages incurred by the Carrier as a result of the passenger not acting in compliance with provisions of paragraph 6.3.1 of these Conditions of Carriage, especially to compensation of the fines and penalties imposed upon the Carrier by relevant state authorities or other authorized bodies in connection to the carriage of such passenger.

6.6. Customs and Security checks

Passenger must submit to any customs and personal security checks of himself/herself or his/her baggage carried out by the public authorities or entities authorized to do so according to valid legal regulations. Passenger, who refuses to submit to checks referred to in the preceding sentence, the passenger loses right to carriage without any right for refund of the fare.

Article 7 – Boarding

7.1. General

Passenger must be present at the boarding gate no later than at the time specified on his boarding pass, or at the time specified by the Carrier during the check-in.

7.2. Late Boarding

7.2.1. Carrier shall not be liable for damages incurred by the passenger due to passenger's failure to arrive at the boarding gate on time.

7.2.2. Passenger will be refused carriage without right of fare refund if he fails to arrive at the boarding gate on time.

Article 8 – Conduct aboard Aircraft

8.1. General

8.1.1 All persons aboard aircraft are obliged to fulfil the instructions of the aircraft's commander relating to the execution of his rights and duties.

8.1.2 Passengers are obliged to behave onboard in a manner not endangering the flight safety, passengers and crew or in a manner inconsistent with instructions and orders of crew members.

8.1.3 During the flight, the commander of the aircraft may take all measures against persons of which the behaviour endangers flight safety, passengers, property or discipline on board.

8.1.4 Rights of flight commander and crew members in case of criminal offence or misconduct endangering flight safety, passengers or discipline on board are regulated by the Tokyo Convention on Offences and Certain Other Acts Committed on Board of Aircraft.

8.1.5 Carrier is entitled to compensation for damages incurred by failure of passenger to follow the obligations stated in this Section.

8.2. Use of Electronic Equipment

Unless the Carrier grants prior permission, the passenger is prohibited to operate on board any electronic equipment, such as but not limited to: radios, mobile phones, laptops, portable cassette and CD, DVD and MP3 players, electronic games and the like.

8.3. Smoking

8.3.1 It is strictly forbidden to smoke on board of the Carrier's aircraft.

8.3.2 The Carrier is entitled to compensation of damages caused by passenger's failure to comply with the above stated provision.

Article 9 – Refusal and Limitation of Carriage

9.1. General

9.1.1 The Carrier may refuse to carry the passenger or passenger's baggage for reasons of aircraft safety, protection of life and health safety of passengers and crew members or protection of property of the Carrier and passengers, namely but not limited to the cases when

a) upon Carrier's reasonable discretion passenger's conduct, status, age or mental or physical condition or condition of his/her baggage:

- requires special assistance which the Carrier is unable to provide to the passenger,
- may endanger the aircraft, the property on board or the life and health of those on board,

b) the passenger refused to submit to a personal security check and security check of transported baggage.

c) the passenger committed a misconduct on a previous flight and it may be reasonably expected that such misconduct will be repeated.

d) the passenger is not in possession of all necessary valid travel documents.

e) the passenger cannot prove that he/she is the person stated on the ticket.

f) The passenger appears to be under the influence of alcohol or drugs.

9.2. Carriage of Expectant Mothers

9.2.1 Expectant mothers must inform the Carrier about the number of weeks of their pregnancy and any health complications in relation thereto (e.g. risky pregnancy).

9.2.2 The Carrier will only perform carriage of expectant mothers, whose length of pregnancy did not exceed 28 weeks.

9.2.3 The Carrier will carry the pregnant woman, whose length of pregnancy has exceeded 28 weeks only based upon medical confirmation allowing such carriage. Pregnant passenger must submit such medical confirmation at the check-in; otherwise the Carrier is entitled to refuse the carriage of pregnant passenger.

9.2.4 The Carrier will not perform carriage of expectant mothers, whose length of pregnancy exceeds 34 weeks.

9.2.5 The Carrier shall not be held liable for any damage to life or health of pregnant passenger caused by the carriage if the Carrier was not aware of the pregnancy or the pregnant passenger provided the Carrier with incorrect or incomplete information about her pregnancy.

9.3. Carriage of Children

9.3.1 Infants are carried at a reduced fare according to the tariffs of the Carrier; they do not have right to a separate seat or to carriage of baggage unless they travel at a full fare. Infants may only travel on the lap of their parent or other accompanying adult.

9.3.2 Minors are carried according to the tariffs of the Carrier, however, they may only travel when accompanied by an adult. The Carrier may ask the accompanying adult to prove the relationship to the accompanied minor.

9.3.3 Children younger than 12 years of age are carried at the respective fare according to the tariffs, however, they may only travel accompanied by a person older than 16 years of age.

9.3.4 Children older than 12 years of age are carried at full fare according to the tariffs of the Carrier; they may travel alone.

9.3.5 The Carrier does not provide special services of accompanying children.

9.4. Carriage of Passengers with Reduced Mobility

9.4.1 Passengers with reduced mobility are carried under the same conditions as other passengers and will be provided a special care.

9.4.2 In case of denied boarding or delays of any length, the passengers with reduced mobility and persons accompanying them as well as unaccompanied children shall have a right to care in accordance with the relevant provisions of the European Parliament and Council Regulation No. 261/2004 of 11th of February 2004 establishing common rules on compensation and assistance to passengers in case of denied boarding or great delays of flights replacing the regulation (EHS) no. 295/91 as soon as it is possible.

9.5. Seat

Passenger is not entitled to book a special seat in the aircraft. The seat will be assigned to passenger at the check-in. Advanced seat reservations are a service of the carrier without obligation for the requested seat.

Article 10 – Baggage

10.1. General

Baggage is carried as checked baggage or unchecked baggage.

10.2. Checked Baggage

10.2.1 Baggage to be carried as checked baggage is registered and submitted at the check-in desk, where the passenger will be issued a baggage identification tag for each piece of checked baggage.

10.2.2 The passenger is obliged to submit the baggage which is to be checked in a suitable packing allowing its safe handling so that the danger of causing the damage to baggage or to the health of persons is minimised. The Carrier may refuse to accept baggage not fulfilling the criteria stated in the preceding sentence. The Carrier shall not be held liable for damages caused to passenger as a result of breach of the obligations stated in this subsection, notwithstanding the Carrier's acceptance of the unsuitably packed baggage for carriage.

10.2.3 The passenger is obliged to firmly lock the checked baggage in a manner that it is impossible for the baggage to be opened without a visible defect. The passenger is obliged to attach the identification tag with his/her name and permanent address to the baggage to be carried as checked baggage. The Carrier shall not be held liable for damage caused to passenger as a result of passenger's breach of obligations stated in this subsection.

10.2.4 Each passenger except infants is entitled to free carriage of 20 kg – or 30 kg if travelling in Bermuda VIP Class- of checked baggage. For each kilogram exceeding the limit, the passenger is obliged to pay the excess baggage charge according to the tariffs of the Carrier.

10.2.5 During the carriage, the passenger is obliged to behave in a manner that the damage to the baggage is prevented. Passenger is namely obliged to carry (a) fragile or perishable goods, (b) pieces of art or fine art, (c) jewellery, precious stones and metals, money, important documents, securities and other valuables (d) medication, (e) electronic devices such as portable computer, mobile phone, camera and accessories of such equipment as unchecked baggage over which the passenger has custody during the whole carriage. The Carrier shall not be liable for damages incurred by passenger as a result of passenger's breach of this obligation.

10.2.6 Weight of one piece of checked baggage cannot exceed 32 kg. If weight of one piece of baggage exceeds 32 kg, the passenger shall be obliged to decrease the weight of such baggage.

10.2.7 Baggage is generally transported on the same aircraft as the passenger. If the baggage cannot be accepted on the same aircraft for reasons of capacity, the Carrier reserves the right to carry the baggage on its next flight or the next flight of other airline.

10.2.8 The Carrier hereby informs the passengers that in their absence and without the Carrier being notified, the baggage of the passenger may be opened and submitted to a random security check by persons authorized to it according to the applicable regulations. The security check is performed in order to make sure that the baggage does not contain items excluded from air carriage. The Carrier shall not be liable for damages to baggage incurred as a result of such security check.

10.3. Specific Types of Checked Baggage

10.3.1 Specific types of baggage include objects, which are usually not carried aboard aircraft, namely:

- (a) oversized baggage,
- (b) bicycles, fishing gear, golf equipment, ski, snowboards, surfing boards or other sport equipment of bigger size.

10.3.2 Prior to submitting the bicycle for check in, the passenger is obliged to:

- put the bicycle into movable box or bag
- place the handlebars so that they are flush with the bicycle frame,
- remove the pedals from the bicycle.

10.3.3 Special types of baggage are carried as checked baggage only upon prior consent of the Carrier, however, the Carrier shall not be liable for damages incurred in relation to carriage of such special types of baggage.

10.4. Unchecked Baggage

10.4.1 The unchecked baggage includes hand baggage and personal carry-on items. The passenger must take care of his/her unchecked baggage during the entire duration of carriage in such a manner that no damage occurs.

10.4.2 The passenger may carry 1 piece of hand baggage of which the weight baggage must not exceed 10 kg and of which the size must not exceed 55 x 40 x 20 cm. The passenger must register the baggage, which does not fulfil the criteria stated above, as checked baggage.

10.4.3 Personal carry-on items include:

- a. small sized handbag,
- b. coat or blanket,
- c. umbrella or walking stick,
- d. mobile phone, camera, video camera and the accessories of these devices,
- e. reading material,
- f. baby food, drink, small and entirely foldable baby carriage,
- g. pair of crutches for disabled passengers.

10.4.4 Bigger baby carriages and wheelchairs are carried free of charge as special unchecked baggage in cargo space of the aircraft.

10.5. Items Unacceptable as Baggage

10.5.1 Passenger must not include in his/her baggage:

a. Items likely to endanger the aircraft or persons or property on board the aircraft specified in the International Air Transport Organization (IATA) and International Civil Aviation Organization (ICAO) Dangerous Goods Regulations, namely but not limited to:

- inflammable, non-flammable and poisonous gases in liquid form (except for aerosols of up to 2kg per passenger for medical or cosmetic purposes), such as butane, oxygen, and propane, including camping gas containers,
- all containers with gases or liquids under pressure, and all gas sprays,
- paralyzing gases and pepper sprays,
- dry ice in quantities in excess of 2 kg per passenger,

- inflammable liquids and objects such as lighters, heaters, and matches,
- paints,
- inflammable substances, self-igniting substances, and substances releasing inflammable gases on contact with water,
- poisons such as pesticides, herbicides, arsenic, cyanide, and others,
- radioactive materials including isotopes used for medical or commercial purposes,
- bacteria and viruses,
- bleaching and corrosive substances,
- oxidants,
- materials with a strong magnetic field,
- diving lamps,
- welding electrodes,
- batteries containing acids,
- irritants such as mercury, acids, and alkalis.

ICAO and IATA Lists of Dangerous Goods are available upon request.

b. Items prohibited by the applicable laws and other regulations and requirements of countries of departure, transit and arrival.

c. Objects unsuitably packed, or objects that are unsuitable due to their size, shape, weight or character.

10.5.2 Unchecked baggage of passenger cannot contain:

- a. firearms, swords, knives, scissors, blades, cutlery, darts and other sharp objects or replicas (toys) of such objects,
- b. any item that in Carrier's opinion could be used as a weapon.

The Carrier does not carry any human remains, ashes including, on board of its aircraft.

10.5.3 The Carrier does not carry any diplomatic mail on board of its aircraft.

10.6. Animals

10.6.1 The Carrier carries no animals with exception of guiding dogs.

10.7. Collection of Baggage

10.7.1 Upon arrival, passenger is obliged to collect the baggage, which he handed over to the Carrier at the check-in and for which the passenger holds baggage identification tag. Should the passenger fail to collect his/her baggage within 3 months from the day of arrival, the Carrier may proceed in the same manner as the depositary.

10.7.2 If the passenger wants to collect his/her baggage and is not in possession of baggage identification tag, he/she must otherwise prove his/her right to such baggage and present to the Carrier or its Authorized Representative his/her identity with a valid travel document.

Article 11 – Schedules, Liability of Carrier in case of Delay, Cancellation of Flight and Denied Boarding

11.1. Schedules

11.1.1 Reservation confirmation states times of departure and arrival according to the flight schedule valid at the time of reservation. Times stated on reservation confirmation may be subject to change.

11.1.2 In case of change of time of departure stated on the reservation confirmation, the Carrier will inform the passenger using the contacts provided by passenger when making the reservation. The Carrier shall not be liable for damages caused by the failure of passenger to provide correct and accurate contact data. The Carrier recommends to passengers to check the possible changes in flight schedules within 24 to 48 hours before departure with their travel agent or with the carrier.

11.1.3 If time of departure changes in a way inconvenient for the passenger, the Carrier shall offer to the passenger the carriage on a different flight at a different time. Acceptance of passenger of offered carriage at a different time constitutes agreement on change of contract of carriage.

11.1.4 Refusal of carriage on a flight at a different time offered by the Carrier is considered as agreement on cancellation of contract on carriage. The Carrier shall refund the fare to the passenger in such case.

11.2. Denied Boarding, Flight Cancellation and Delays

11.2.1 Liability of the Carrier and rights of the passenger in case of denied boarding, flight cancellation and delay exceeding two hours is regulated by the European Parliament and Council Regulation no. 261/2004 of 11 February 2004 establishing common rules on compensation and assistance to passengers in case of denied boarding or long delays replacing the regulation No. 295/91 (hereinafter the "regulation").

11.2.1 Provisions of the regulation will apply only if the following conditions are met:

- passenger has a confirmed reservation for the concerned flight and, with the exception of cancelled flight, presented himself/herself for check-in within the time period stated in these Conditions of Carriage, and
- passenger travels for fare directly or indirectly available to the public or has a flight ticket issued within the programme for regular customers or within other commercial programme, and
- Munich Airlines is the Carrier operating such flight.

11.2.3 The regulation does not apply to passengers carried free of charge or at a reduced fare, which is not directly or indirectly available to the public.

11.2.4 Provisions of the regulation set forth the terms under which the passenger, in case of denied boarding, flight cancellation and delay exceeding two hours, may be entitled to:

- assistance (food and refreshment, hotel accommodation, transfer between hotel and airport and right to make a phone call)
- refund of fare or free rerouting to final destination at a different time,
- financial compensation in case of flight cancellation or denied boarding.

11.2.5 In case of denied boarding, flight cancellation and delay exceeding two hours, the Carrier shall provide each affected passenger with written information containing the rules of assistance and compensation in compliance with the regulation.

Article 12 – Additional Services

12.1. The Carrier may provide to passengers additional services to passengers relating to the air carriage such as namely but not limited to arranging for the ground transfer from/to airport, hotel accommodation, car rental, parking, etc.

12.2. When making arrangements for additional services relating to air carriage, the Carrier is not the provider of such services and shall not be held liable to passenger for performance of such obligations by the provider of such services.

2.3. General terms and conditions of such providers of the services shall apply.

Article 13 – Liability for Damages

13.1. Liability for Death or Injury of Passengers 1

3.1.1 General 1

The Carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of embarking and disembarking.

13.1.2 Limitation of Liability for Death and Injury of Passengers

The Carrier shall not exclude or limit its liability for damages arising under paragraph 13.1.1 not exceeding 100 000 SDR per passenger.

However, the Carrier shall not be liable for damages arising under paragraph 13.1.1 to the extent that they exceed 100,000 SDR per passenger if the Carrier proves that:

- a) such damages were not caused due to the negligence or other wrongful act or omission of the Carrier or its servants or agents, or
- b) such damages were solely caused due to the negligence or other wrongful act or omission of a third party.

13.1.3 Advance Payment

The Carrier shall, not later than 15 days after the identity of the natural person entitled to compensation is established, make such advance payments as may be required to meet the immediate economic needs on a basis proportional to the hardship suffered. In the event of death this advance payment shall not be less than 16.000 SDR per passenger. Provision of advance payment shall not constitute any recognition of liability and shall be set off against any subsequent settlement.

13.2. Liability for Baggage

13.2.1 General

The Carrier is liable for damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused such destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in charge of the Carrier. The Carrier shall not be liable if and to the extent that the damage sustained resulted from an inherent defect, quality or vice of the baggage. In case of unchecked baggage, including personal items, the Carrier is solely liable if the damage resulted from its fault or that of its employees or agents.

The Carrier shall not be liable for the damages to or loss of protruding parts of baggage, such as wheels, straps, pull handles or other items that are attached to baggage.

The Carrier shall not be liable for damage to baggage incurred by unsuitable packing of baggage.

13.2.2 Limitation of Liability for Baggage

The total liability of the Carrier for destruction, loss, damage or delay of baggage is limited to 1,000 SDR per passenger (for both checked and unchecked baggage) unless the passenger made, at the time when the baggage was handed over to the Carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum in accordance with the Carrier's regulations. In that case, the Carrier will be liable to pay an amount not exceeding such declared amount, unless it proves that the declared amount is higher than the passenger's actual interest in the delivery of such baggage.

13.3. Liability for Damages Incurred by Delay

13.3.1 General

Carrier is not liable for damages caused by delay if the Carrier proves that the Carrier, its servants or authorized agents took all relevant measures which could prevent the damages incurred by delay or it was not in power of the Carrier or its servants or representatives to take such measures.

13.3.2 Limitation of Liability for Delay

The liability of the Carrier for damages caused by delay in the air carriage of passengers is limited to 4,150 SDR per passenger.

Article 14 – Time Limits for Filing Complaints and Taking Action

14.1. General

Receipt by the person entitled to delivery of checked baggage without filing complaint is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract on carriage.

14.2. Filing Complaints

14.2.1 In case the baggage arrived to passenger's destination damaged, the passenger must make a report thereof to the Lost and Found Office (see definitions) and complete the Property Irregularity Report immediately after arrival, however no later than seven (7) days following the receipt of the checked baggage.

14.2.2 In case of delay of baggage, the passenger must make a report thereof to the Lost and Found Office and complete the Property Irregularity Report immediately after his/her arrival, however, no later than twenty one (21) days from the date on which checked baggage was placed at passenger's disposal.

14.2.3 All complaints must be made in writing and within the above mentioned limits delivered to the address of the Carrier. If no complaint is made within the time aforesaid, no action shall lie against the Carrier.

14.2.4 The right for damages extinguishes if action is not brought within a period of two years counted from the date of arrival at the destination or from the date on which aircraft ought to have arrived or from the date on which the carriage stopped.

14.3. Items Left on Board

Information about items left on board of aircraft is provided in Lost and Found Office at each airport. All items unclaimed within 3 months from the date of arrival will be disposed by the Carrier according to its consideration.

Article 15 – Addresses

Any queries, questions, complaints, requests for additional information are to be sent to the following address:

Munich Airlines
c/o Industrieflug IPS Air Service GmbH & Co. KG
Flughafen München, GAT
D-85356 München

Article 16 - Final Provision

16.1. These Conditions of Carriage form an inseparable part of contract on carriage concluded between the passenger and the Carrier.

16.2. Contract on carriage between the Carrier and the passenger as well as all relations relating thereto and arising therefrom shall be governed by the laws of country in which the Carrier has its registered seat.

16.3. These Conditions of Carriage enter into effect as of 01st january 2006.