
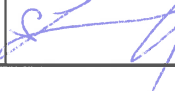




**DETAILED CONDITIONS OF CARRIAGE
FOR PASSENGERS, BAGGAGE, CARGO AND/OR MAIL IN
INTERNATIONAL AND DOMESTIC AIR TRANSPORT**

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PART ONE General Provisions

§ 1 Generally

AirExplore hereby issues, in accordance with the applicable legal regulations, the Detailed Conditions of Carriage for Passengers, Baggage, Cargo and/or Mail in Air Transport.

§ 2 General Provisions

The Detailed Conditions of Carriage for Passengers, Baggage, Cargo and/or Mail in Air Transport (hereinafter the "Conditions") apply to all regular and irregular domestic and international air carriage of passengers, baggage, cargo and/or mail, carried out by AirExplore (hereinafter the "carrier"), including services related to this carriage.

In case of irregular carriage of passengers and baggage, the carrier has the right to apply certain provisions of these Conditions differently.

Conditions of carriage are governed by Slovak law unless its application is excluded by binding provision of another law.

If a foreign carrier is involved in carriage of passengers, different carriage conditions may apply to the flight operated by foreign carriers.

In the case of carriage performed free of charge, the carrier has the right to exclude, totally or partly, the applicability of these conditions.

§ 3 Definitions

Valuable Goods

Goods with a value of over \$1000 USD per kg.

Carrier

Legal or natural person carrying out carriage of passengers, baggage, cargo and/or mail in return for payment and holding an air operator certificate and permission to perform aviation activities.

Embargo

A ban on air carriage of passengers and/or cargo (or certain types of cargo) for a certain period of time of flights (or on a certain part of flight), announced by a carrier.

IATA

International Air Transport Association.

ICAO

International Civil Aviation Organization.

Departure Airport

An airport, where in accordance with flight ticket or air waybill, air carriage of passengers, cargo and/or mail begins.

Destination Airport

An airport, where in accordance with flight ticket or air waybill, air carriage of passengers, cargo and/or mail ends.

Air Waybill

Document completed by the consignor or his representative, confirming the conclusion of a contract between him and the air carrier on air transport of cargo and/or mail.

Air Mail

Mailings delivered for air transport in containers, on pallets or in bags.

International Air Transport

Air transport when the departure and destination airports are in different states (regardless of transfer or delays during the carriage), or in the same state with an agreed stop in a different state.

Montreal Convention

The convention for unification of certain rules relating to international civil aviation, signed in Montreal on 28 May 1999.

Unaccompanied Minor

A child between 6th and 12th birthday, not accompanied by a person over 16 years.

Irregular Transport

Air transport for reward, carried out outside the flight timetable under a contract for air carriage.

Unchecked Baggage (Cabin Baggage)

A piece of baggage the passengers may carry on board and is responsible for, for the duration of the flight. Cabin baggage may have a maximum length of 55 cm, width 40 cm, depth 20 cm and the weight may not exceed 5 kg.

Excess Baggage

Baggage exceeding the free baggage allowance in weight, or number of pieces of baggage according to piece concept.

Oversized Cargo

Cargo exceeding the volume of 6000 cm³ per 1 kg.

Special Heavy Cargo

Cargo exceeding with its weight the allowable loading weight on 1 m² of the floor in the cargo compartment of the aircraft.

Consignor

A natural or legal person whose name is stated in the air waybill.

Identification of Cargo and/or Mail

Marking of each individual piece of cargo and/or mail in the consignment by valid labels and identification marks.

Tracing for Baggage

The process of searching for undelivered baggage, cargo and/or mail, carried out by the carrier.

Conditions of Carriage Contract

Conditions by which the air carriage of passengers, baggage, cargo and/or mail is carried out in accordance with the Air Carriage Regulations.

Charge from the Declared Value

A charge according to the total value of the cargo and/or mail or baggage as declared by the consignor or the passenger.

Declared Value

The value of goods or baggage declared by the consignor or passenger. The consignor or passenger declares the value of consignment or baggage, representing the value of the consignment or baggage content, which is higher than the liability limit of the air carrier.

Estimated Departure Time

Time, when according to the timetable, the expected departure of an aircraft is estimated.

Estimated Arrival Time

Time, when according to the timetable, the expected arrival of an aircraft to the airport is estimated.

Flight Stopover

Termination of a flight at a transit point or at any point on the route.

Consignee

A natural or legal person, referred to in the air waybill to whom the air carrier is obliged to transport and deliver the cargo and/or mail.

Claim

A written request for compensation when the carrier does not adhere to the conditions of carriage contract.

SDR (Special Drawing Rights)

A currency unit as defined by the International Monetary Fund.

Baggage, Cargo and/or Mail Damage

Change in condition of baggage, cargo and/or mail due to physical or chemical interference, partly impairing the baggage, cargo and/or mail.

Cargo and/or Mail

Articles transported by the aircraft and listed in the air waybill.

Transfer Airport



A layover airport, stated in the flight ticket or air waybill marked as a point of passenger transfer from one flight to another flight of the same or different carrier, or cargo and/or mail transfer from one flight to another flight of the same or different carrier.

Transit airport

A stopover airport, which is not stated in the flight ticket/air waybill in the box for routing.

Checked baggage

Baggage placed in the baggage compartment of the aircraft for the entire flight and that is stated in the flight ticket of the passenger.

Consignment

One piece or several pieces of cargo and/or mail accepted by the carrier or agent for air transport from single consignor at a single place in a single air waybill, and determined for a single consignee at single destination.

PART TWO

Detailed Conditions of Carriage for Passengers and Baggage in Air Transport

§ 4 Flight Ticket

General Provisions

The carrier will not transport a person who is not on the list of passengers for the given flight or is not holding an electronic ticket. Special procedures of the carrier apply when the so-called electronic ticket is used.

AirExplore does not use flight tickets. Passengers are accepted who are on the list of passengers, which is sent to the departure airport before each flight.

§ 5 Seat Reservation

I Seat Reservation Conditions

The carrier will make a reservation for a particular flight free of charge. Seat reservation is not binding. The carrier has the right to cancel the reservation without a prior notice.

II Seating

For safety or operational reasons, the carrier cannot guarantee assigning a particular seat in the aircraft as required by the passenger. If the passenger fails to check-in within the specified period or does not have the necessary documents or is not able to conduct the flight, the carrier has the right to cancel the reserved seat.

§ 6 Responsibilities for Passenger during Air Transport

1. Passengers are required, before boarding an aircraft and on the request of the employee of carrier or state authorities, to prove their identity and present relevant travel documents or answer the questions relating to safety, or provide requested personal data to authorised state authorities. Based on current legislation, the carrier may be required to provide passengers data or disclosure of this data.
2. Passengers are required to inform the carrier about their health problems that could complicate their transport or negatively affect the flight.
3. Passengers are required to undergo a security check, including their checked and unchecked baggage.
4. Valuable or fragile articles may not be carried in passengers' checked baggage.
5. In accordance with applicable international regulations, all prohibited articles are presented in ANNEX 3. The carrier disclaims any responsibility for articles retained due to safety reasons.
6. Passengers are required to maintain caution appropriate to the nature of air operation and to follow the instructions of the carrier, airport employees and beneficiaries, especially at:
 - a) Check-in, assembly and movement in the passenger areas;
 - b) Boarding and disembarking the aircraft;
 - c) Placing clothes and unchecked (cabin) baggage in the aircraft.

7. Passengers are obliged to refrain from behaviour that could compromise the safety and smoothness of air transport, must not disturb other passengers or be the cause of their complaints, must not obstruct the proper performance of the carrier's staff' duties, not to damage the property of the carrier and passengers, and refrain from excessive use of alcohol on board.
8. Passengers are also required to:
 - a) Arrive to check-in and meet all the required formalities and check-in procedures well in advance, within the time specified by the carrier;
 - b) Fasten her/his seat belt during the take-off and landing, or during the flight on the request of the carrier's staff member, or on the indication of the light on the information panel;
 - c) Change the seat at the request of a representative agent of the carrier, if it is necessary due to operational or safety reasons;
 - d) Comply with the ban on smoking on board all aircraft. Violation of the ban may be punished by a fine of up to €3320 EUR;
 - e) Not to use any electronic devices during take-off and landing, and consult any use of personal electronic device during a flight with employees of the air carrier. Infringements can be punishable by a fine of up to €3320 EUR;
 - f) Undergo the necessary first aid when the health of the passenger has been harmed during the flight, inform the crew about requested personal and medical data, and subsequently undergo a medical examination;
 - g) Reimburse all costs to the carrier for loss or damage, which the passenger caused by improper behaviour (e.g. damage of the aircraft interior, illegal transport of dangerous animals, weapons, etc.);
 - h) Unconditionally submit to the instructions of the aircraft commander (captain) and cabin crew during the flight;
 - i) Submit to the prescribed personal security inspection conducted by state authorities or other authorised organizations;
 - j) Conform their clothes and appearance to fit the standards of air carriage.

§ 7

Obligations of the Carrier during Air Transport

1. The carrier shall ensure that passengers are instructed about the location and method of use of:
 - a) Seat belts;
 - b) Emergency exits and devices meant for common use;
 - c) Life jackets and oxygen devices, if this equipment is prescribed for common use;
 - d) Other emergency equipment designed for individual use.
2. Passengers must be informed about the ban of smoking and use of electronic devices.
3. If necessary, the carrier is obliged to inform passengers about the emergency procedures appropriate for the given situation.
4. The carrier is required to provide to passengers the possibility of using safety belts at take-off, landing and during the flight in the event of turbulence, or whenever the aircraft commander (captain) prompts to do so, and to instruct passengers about placement of their belongings in the aircraft.

§ 8

Refusal and Exclusion of Passengers from Transport

I General Provisions

The carrier may refuse to transport a passenger:

- a) If the carrier's regulations on the flight performance require it;
- b) If the passenger violates regulations applicable in the country of departure, arrival or overflight;
- c) if the passenger is struck with a contagious illness that is subject to mandatory reporting, suffers from a serious illness, whose sudden symptoms may endanger the safety of passengers and flight, or if the passenger cannot take care of herself/himself due to her/his physical or mental condition and is not accompanied by someone who will provide the necessary care;
- d) If the passenger behaviour violates the safety of carriage or by unsuitable clothing the public order;
- e) If there is any violation of the obligations set out in § 6, especially with regard to air transport safety.

II Passenger's Right to Compensation

In case of refusal or exclusion of passenger from the transport by the carrier for reasons other than those attributable to the carrier, the passenger is not entitled to compensation or refund of the fare. Passenger's rights to compensation and refunds are detailed in Annexes of these Conditions of carriage.

§ 9

Conditional Acceptance for Transport

I General Provisions

Transport of passenger who, owing to her/his physical, mental condition or age, would risk a damage to her/his health or other damage when performing the transport, is carried out under the condition that the carrier is not liable for any contingent injury, illness, or other detriments to health, including death, for damage of personal belongings, if such damage was in connection with or a consequence of the transport. Passengers with health problems must present medical report of the treating doctor before the flight, stating that she/he is able to undertake the air transport. In case of sudden death of a passenger during the flight, her/his remains will be unloaded from the aircraft at the nearest airport and submitted to the competent local authorities for further action according to protocol.

II Transport of Passengers with Reduced Mobility

Passengers with reduced mobility are passengers whose medical or physical condition requires special attention from the carrier. The care is provided pursuant to the European Parliament and Council Regulation (EC) No. 1107/2006 (the "Regulation"). Extend of such care during the flight depends on security regulations for air transport, carrier's aircraft equipment and local conditions at the airport. In accordance with Article 4 of the Regulation, the transportation of disabled persons (with reduced mobility) is not allowed without an accompanying person. Blind passengers and other passengers depending on accompanying dogs, shall carry a certificate that the dog is trained to assist disable persons, required travel documents and a muzzle is recommended, to be put on if necessary. The accompanying dog need to wear a harness and leash on board the aircraft, it is carried free of charge (but may not sit on passenger seat).

III

Transport of Pregnant Women

A pregnant woman is obliged to inform the carrier about the number of weeks of their pregnancy and of any possible complications. When transporting pregnant women up to the end of the 28th week of pregnancy, which is free from health complications, it is not necessary to present a medical confirmation. When multiple pregnancy or potential pregnancy complications or if pregnancy is risky, or the pregnancy exceeded the 28th week, it is necessary to present a medical confirmation (not older than 7 days than the date of departure) that a pregnant woman can perform the flight, while the transportation is at the own risk of the women. The carrier disclaims any liability to the pregnant woman and her child in the prenatal or postpartum period. Beyond the 36th week of pregnancy the air transport of a pregnant woman is not allowed. The carrier reserves the right to refuse the transport a pregnant woman.

IV

Transport of Newborns and Children up to 2 Years

Transportation of newborns younger than 14 days is excluded on the carrier's flights. Children under 2 years are denoted as infants and the condition for transport is an accompanying person. Infants are not entitled to a separate seat in the aircraft, the infant travels on the adult's lap, who accompanies the infant, or other relatives of the person who must be at least 16 years old. In case full fare is paid for the infant as per an adult, the infant is entitled to a separate seat but under the condition that the child is mounted on a child seat that meets all safety and technical standards required for transport by air. A passenger may carry only one infant unless it has the appropriate child seat.

V

Transportation of Unaccompanied Minors (UM)

Infants and children less than 6 years of age must travel only accompanied by an adult. A child between 6 and 12 years may travel alone provided that it is accompanied by an adult to the airport of departure. The carrier shall receive a written assurance on a prescribed form that another adult will be waiting for the child at the airport of arrival. Unaccompanied child must have all required travel documents. The carrier may request a reliable proof of the child's age. Transport of an unaccompanied child must be indicated already when booking. On one AirExplore flight the maximum of four unaccompanied children and less can be transported, depending on the aircraft capacity and number of cabin crew. Unaccompanied child is accepted only for a direct flight (no transfer).

A child between 6 years and 12 years old can travel in the company of a related person who must be at least 16 years of age. This case is not considered as transportation of unaccompanied child.

A child, who is 12 years old or older and has all required travel documents, can travel alone without an accompanying person.

§ 10 Baggage

I

General Provisions

Baggage is carried as checked or unchecked (cabin). Passengers have the right to free of charge carriage of their baggage according to further provisions of these Conditions. The carrier has the right to check the size and weight of each transported baggage.

The carrier disclaims any responsibility for articles retained due to safety reasons.

II

Checked baggage

Only properly closed and locked suitcases or other solid sealable baggage are accepted as checked baggage for carriage. Weight of one piece of baggage must not exceed 32 kg. Also other items may

be accepted for carriage, considered part of the baggage, upon the carrier's approval. Passenger will receive an identification part of a baggage tag for each piece of baggage handed over to the carrier for transport (checked baggage). This tag must be kept by the passengers in the event of possible claims. Small live animals may also be carried as checked baggage in accordance with carrier's internal regulations. Before accepting each piece of baggage for carriage it must carry an identification label, outside and inside, with the name and address of the place of residence (e.g. the name and address of the hotel, permanent address). The name on the label must be identical to the name in the travel document. The baggage must be properly closed to avoid opening during the carriage. The carrier is not liable for luggage, which was not collected immediately upon arrival. Checked baggage is transported in the baggage compartment of the aircraft and is usually transported on the same aircraft as the passengers. Transport of the baggage and articles that could jeopardize the flight safety, safety of persons or property and baggage, and articles that might be easily damaged during the air transport or are not properly packed, may be refused by the carrier before departure or at any time during the journey.

Passengers shall not carry fragile or perishable articles, money, cheques, jewellery, precious metals, medicines, keys, mobile phones, spectacles and sun glasses, video-cameras, cameras and other electronic devices, marketable securities or other valuables, commercial documents, passports or other personal identification documents in their checked baggage. If the passenger carries these articles in checked baggage, the carrier is not liable for their loss or damage in accordance with § 20, item 3, e) of these Conditions. Also spare lithium batteries (spare or external batteries for mobile phones, laptops, power banks, etc.) shall not be carried in checked baggage.

In Economy Class ("Y" class), an adult passenger is entitled to carry one piece of baggage not exceeding the maximum weight of 15 kg. A child under the age of 2 years (who is not entitled to their own seat reservation) is entitled to carry free of charge baggage of the maximum weight of 10 kg, collapsible pram and food necessary during the flight. Children aged 2 to 12 years are entitled to a free of charge baggage to the same allowance as adult passengers.

Fully collapsible wheelchairs for disabled passengers are transported in the cargo compartment of the aircraft free of charge.

The passenger may carry valuable, fragile or easily breakable items (e.g. musical instruments), which must be packed in a protective packaging, in the passenger cabin as cabin baggage to be transported on a separate seat. Passenger must have prior confirmed seat for such baggage. When making a reservation for such cabin baggage, its size and weight must be notified.

III Unchecked (Cabin) Baggage

Cabin baggage may have a maximum length of 55 cm, maximum width of 40 cm and maximum depth of 20 cm. A passenger may carry only one piece of cabin baggage. In addition to one piece of cabin baggage of allowed dimensions, the passenger may carry the below listed items for personal use in the cabin, provided that she/he is responsible for it:

- a) Small ladies purse;
- b) Coat, shawl or blanket;
- c) Umbrella or walking stick;
- d) Small personal computer, camera or video-camera and accessories for these devices;
- e) Food and drink for the child during the flight, completely folded pram and child seat (which meets all safety and technical standards required for transportation by air)
- f) Crutches and orthopaedic devices for disabled passengers
- g) Purchase from "Duty free" stores.

The total weight of cabin baggage and articles for personal use must not exceed 5 kg. The carrier is entitled to check the dimensions of cabin baggage and the total weight of all items the passenger carries with her/him on board the aircraft.

Unchecked (cabin) baggage exceeding the permitted size or weight cannot be carried on board of the aircraft due to safety reasons. Such baggage will be stored and carried as checked baggage in the cargo compartment of the aircraft. Due to capacity reasons, carrier may decide to carry also unchecked (cabin) baggage, not exceeding the permitted size or weight, in the cargo compartments of aircraft. If cabin baggage has to be carried in the cargo compartment of the aircraft, the passenger must remove any valuable, fragile items (e.g. medicines, glasses, identity documents and other important documents, money, mobile phones and other electronic devices, jewellery, etc.) spare lithium batteries (spare or external batteries for mobile phones, laptops, power banks, etc.) from the baggage.

IV

Special Types of Baggage

The following items may be carried only by approval and on conditions determined by the carrier:

- a) Live animals including birds and reptiles (transportation is the responsibility of the passenger who carries them and only to those destinations where valid regulations permit). The cargo can be carried in the passenger cabin, or in the cargo compartment, as cargo and/or mail, see § 16 item 5 of these Conditions. Small animals, such as dogs and cats older than three months, may be carried in the passenger cabin, if placed in transport boxes with maximum dimensions of 50x40x20 cm and with a maximum weight of 8kg. No more than 4 small animals can be carried in the passenger cabin on one flight. Guide dog accompanying sight impaired passenger and dog used to save lives can be carried in the aircraft cabin free of charge. These dogs must wear a harness, leash, certificate of training, a muzzle and required documentation shall be available;
- b) Weapons can be accepted for carriage by air only to those destinations where valid applicable regulations permit and must be properly declared to the carrier. They must not be loaded and must be placed in the cargo compartment of the aircraft only. Ammunition that is of an explosive nature belongs to the so-called Dangerous Goods category and can only be transported as air cargo and/or mail in accordance with the conditions set out in the IATA manual for the transport of dangerous goods. The carrier has the right to refuse the carriage of weapons and ammunition.
- c) Carriage of diplomatic baggage is allowed to diplomatic couriers in the passenger cabin.

V

Transportation of Excess Baggage

Baggage exceeding the weight of the free baggage allowance (excess baggage), will be transported according to the carrier's capacity and the cargo will be charged according to its weight at the rate of 1 kg for €10 EUR.

VI

Transportation of Oversized Baggage

In addition to the free baggage allowance limit for one person, the passenger may carry baggage specified as follows:

1. One pair of ski including one pair of ski sticks and one pair of ski boots, or one piece of snowboard and one pair of ski boots;
2. One bag of golf equipment, including one pair of golf shoes;
3. One bicycle with its handlebars fixed sideways, pedals removed and the bicycle is adequately packaged;
4. One pair of standard water skis or one slalom water board;
5. One set of diving equipment (empty oxygen bottles, containers may not be under pressure);
6. One portable musical instrument with length of more than 100 cm length;
7. Sporting or hunting weapons, no more two pieces + 5 kg of ammunition + accessories (under the terms of the IATA manual for transport of dangerous goods);
8. Surf.

Transport of baggage described above is possible only with the prior consent of the carrier. The carrier is entitled to refuse the carriage, if the capacity of the aircraft does not allow it, or not all the conditions for carriage have been met.

Oversized baggage may be carried only in cargo compartment of the aircraft.

For each carriage of above baggage in the items of 1 to 8, the passenger is obliged to pay a fee of €70 EUR.

VII Pooling of Baggage Weights

If two or more passengers travel together to the same destination on the same flight, submit their baggage at check-in at the same time and the same place, they will be allowed a total weight of baggage, which is the sum of the passengers' free baggage allowance.

VIII Search of Baggage

The carrier may search passenger's baggage in the presence of the passenger to verify its content. If the passenger is not present, the carrier is entitled to open the passenger's baggage in the presence of at least one witness who is not an employee of the carrier, while the carrier must suspect that the baggage contains items excluded from carriage or the carriage of which requires special treatment.

IX Baggage with Declared Value

Passengers must insure such baggage separately. The carrier is liable only for the value of baggage up to the maximal limit prescribed by the valid legislation.

X Delivery of Checked Baggage

- a) Passengers are required to collect her/his baggage upon arrival.
- b) The holder of the baggage check and identification tag, issued for the baggage, may collect the baggage. The carrier is not required to check whether the holder of the baggage tag is entitled to collect the baggage and is not liable for loss, damage or other expenses incurred to the passenger in this regard.
- c) Any damage, failure of delivery, or loss of baggage must be reported immediately after collecting the baggage to the carrier, who is required to make a written statement (PIR). Otherwise it is assumed that the baggage has been delivered in good condition.

§ 11 Flight Timetable, Delays, Diversions and Cancellations of Flights

I Flight Timetable

The carrier will make a maximum effort in order to carry out the carriage of passengers and their baggage in accordance with the applicable timetable of flights, in effect on the day of flight. Timetables may be changed without prior notification. The carrier shall not be liable for indirect or consequential losses.

II Irregularities in Air Transport

- a) For serious reasons, independent from the carrier, the carrier may postpone, delay, cancel, terminate, reroute the flight, or change the type of aircraft, or to be substituted by another carrier without taking additional responsibilities, except the obligation to ensure the prior

confirmed destination. If the passenger cannot be carried to the predetermined or final destination, or if circumstances cause the passenger misses a reserved connection flight, the carrier shall be obligatory either: to transport the passenger by a regular scheduled flight with a vacancy seat or redirect the passenger to the final destination indicated on the ticket or part of the regular flight or to the regular flight of another air carrier, or to provide land transport to the passenger. If the amount of the fare, payment for excess baggage and for other services associated with the changed route, exceeds the price paid for the ticket or part thereof, the carrier shall not request from the passenger any additional payments or additional charges and shall pay to the passenger the difference, provided the fares and charges for the changes in the journey are lower, or shall return the fare and shall have no other obligations towards the passenger. The carrier shall provide to the passenger with confirmed reservation who was not accepted for carriage due to lack of capacity in the aircraft an appropriate compensation according to the carrier's regulations.

- b) The carrier shall not be liable for errors in timetables or other information provided by employees or agents of the carrier on the dates and times of departures and arrivals and aircraft operations.
- c) If the carrier cancels a flight or the flight is considerably delayed, or terminates the operation on the given flight route, or the carrier refuses to transport a passenger with a valid ticket, the passengers' rights are defined by Regulation of EC No. 261/2004.

§ 12 Travel Formalities

I

Passports, Visas and Other Documents

- a) The passengers shall show all the documents and meet all the conditions for entry and exit from the country, requested by the authorities of the country of departure, arrival, transfer or transit.
- b) The carrier shall not be liable for any damages or expenses incurred to the passenger due to noncompliance with the above stated obligations.
- c) The carrier is entitled to review all travel documents and formalities.

II

Denied Entry and Deportation

Passengers shall pay the applicable fare if the competent authorities require the carrier to return the passenger to her/his original departure or elsewhere. Fare collected for carriage to the point of denied entry or deportation of the passenger, will not be refunded by the carrier.

III

Reimbursement of Carrier's Costs

Passengers shall on request of the carrier reimburse all costs incurred by the noncompliance of travel conditions required by the country of departure, transit, transfer or arrival.

IV

Customs Inspection

Passengers must be present at the inspection of checked or unchecked baggage carried out by customs or other authorities. The carrier is not liable for any damage or loss suffered by the passenger failing to comply with this obligation.

PART THREE

Detailed Carriage Conditions for Cargo and/or Mail

§ 13 Air Waybill

1. Air Waybill is a document evidencing conclusion of a contract on transport of cargo and/or mail, which accompanies the consignment from the time of its takeover by the carrier until the time of its delivery to the consignee.
2. The consignor shall submit to the carrier or agent written documentation for issuing the air waybill. The carrier shall confirm the takeover of the cargo and/or mail for the carriage by returning a confirmed original of the air waybill.
3. The consignor shall be responsible for the accuracy and completeness of information contained in the air waybill and is liable for damage suffered by the carrier as a result of incorrect and incomplete information and statements stated by the consignor.
4. Cargo and/or mail shall be packaged to withstand usual handling and so that no damage is incurred to persons, on another cargo and/or mail, or on other property. The consignor shall be liable for proper packaging of the cargo and also for any damages resulting from violation of the obligations. Each piece shall be legibly labelled with name and full address of both the consignor and consignee, and with a number assigned in the air waybill. Failing to meet these conditions, the carrier is entitled to refuse to take over the cargo and/or mail for carriage.

§ 14 Transport Fee and Other Reimbursements

I General Provisions

Transport fees and reimbursements set by the carrier apply for carriage carried out according to these Conditions, which are valid at the date of issuance of the air waybill.

II Additional- and Overpayments of the Transport Fee

If the transport fee was determined on the basis of incorrect information on the nature of the cargo and/or mail, the carrier and the consignor shall make the corresponding financial settlement.

III Services Included in the Tariffs for Transport Fee and Other Reimbursements

Transportation fees provided in tariffs shall apply for the transport of cargo and/or mail from the dispatch airport to the destination airport according to the information stated in the air waybill. In addition to cases referred to in special regulations, these tariffs do not include additional fees incurred at the place of dispatch nor in the place of destination.

IV Compensation of Damages for Breach of the Provisions of these Conditions

The consignor is obliged to provide compensation for all damages and related costs to the carrier during the air transport of cargo and/or mail, incurred due to failure to comply with the provisions of these Conditions, as well as other regulations on the air transport of cargo and/or mail.

§ 15 Conditions of Acceptance of Cargo and/or Mail for Carriage

I Goods/Cargo with Declared Value

The carrier may accept for carriage goods/cargo with declared value proven by the consignor to the carrier in the form of an official document, e.g. trading account. In this case, the consignor is required to pay a special fee based on the declared value.

II

Goods/Cargo which May be Accepted for Carriage

The carrier shall accept all kinds of goods/cargo provided it permits the nature and specifications of the aircraft used by the carrier. Goods/cargo intended for carriage must meet the following conditions:

- a) It is not excluded from the transport, due to its nature, and its export and transfer, or import is not prohibited;
- b) Must be properly packaged and labelled;
- c) Must not endanger the safety of aircraft,
- d) Must not bother the passengers;
- e) Must not show signs of damage;
- f) Its content must be properly declared;
- g) Must be accepted to carriage along with the required transport documents.

III

Goods/Cargo which May be Accepted for Carriage under Special Conditions

Certain kinds of goods/cargo are accepted for carriage only according to the conditions laid down by the carrier and international regulations.

Air transport of goods/cargo that threatens the safety of air traffic, in particular weapons, ammunition, dangerous goods (explosives, caustics, oxidizing and irritating substances, flammable matters, compressed gases, magnetic materials, poisons, infectious materials, radioactive materials), live animals and human remains in coffins are permitted only upon the consent of the carrier in accordance with IATA and ICAO international regulations and regulations of the country of departure, transit and arrival.

IV

Transport of Perishable Goods/Cargo

- a) Carriage of perishable goods/cargo shall be decided by the carrier depending on the kind of the goods/cargo, weather conditions and type of aircraft;
- b) This kind of goods/cargo must be always booked;
- c) If required by the nature of the goods/cargo, the consignor is obliged to agree with the carrier a special procedure for handling of goods/cargo.
- d) Compensation for damaged goods/cargo caused by its spoilage shall be received by the consignor only if the consignor proves that the spoilage of the cargo was caused by delay in delivery or failure to comply with the procedures specified in these Conditions.

V

Transport of Live Animals

- a) Live animals may be transported to countries where the regulations of the country of destination permit so and under the conditions laid down by the given country.
- b) Live animals may be transported as cargo in appropriate boxes in the cargo compartment of the aircraft. The consignor must provide the following data: kind of animal, number of animals, dimensions of the box, the weight of the cargo and special characteristics of the animal. The consignor shall also submit a veterinary certificate and other required documents (passport). The

carrier has the right to obtain an approval of veterinary services for transport, eventually, the approval of used caging, if deemed necessary.

- c) The consignor must always arrange reservations for transport of live animals at all stages.
- d) The carrier may require professional assistance of the consignor or consignee when loading and unloading the live animals.

VI

Export and Import Regulations

The consignor shall comply with all laws, customs and other regulations of any country to which, or through which, the cargo and/or mail is transported, including packages, the consignor shall provide the necessary information on the cargo and/or mail and shall submit the necessary documents to the carrier.

VII

The Carrier's Right for Inspection of Cargo and/or Mail

The carrier has the right to inspect the cargo and/or mail in the presence of the customs authority, in terms of contents and weight, if it corresponds to the data stated in the air waybill.

VIII

Sequence of Transportation

The carrier determines the sequence of transport of individual consignments.

§ 16

Carriage of Cargo and/or Mail

I

Flight Timetables

The times of departures and arrivals stated in the timetable do not form a part of the carriage contract. The carrier shall make every effort to start and end the carriage of consignment as soon as possible.

II

Cancellations of Flight and Irregularities in Air Transport of Cargo and/or Mail

- a) The carrier may authorize other carrier to perform the transport or use another aircraft, without prior notice to the consignor or consignee of the cargo and/or mail. The carrier may delay, cancel or reroute any flight for which booking of the consignment was made, without any responsibility on its part, due to serious reasons which are beyond the carrier's control (weather conditions, technical reasons, natural disasters, war, military actions and other events).
- b) If the transportation of cargo and/or mail cannot be completed in accordance with the air waybill, the carrier is entitled to transfer the cargo and/or mail for carriage via another direction, to deliver it by other means. However, the carrier shall notify the consignor or the consignee, or follow its instructions in the air waybill.
- c) The carrier has the right to refuse the carriage of cargo and/or mail, in case that the transport fees and other charges will not be paid by the consignor or consignee.

§ 17

Consignor's Right of Disposal of the Cargo and/or Mail

I

Consignor's Right of Disposal

The consignor, who has complied with the obligations arising from the contract of carriage, may give to the carrier the following instructions in writing:

- a) Require that the cargo and/or mail are delivered to the airport of departure or arrival;



- b) Retain the cargo and/or mail at any place of landing;
- c) Give an instruction for delivery of the cargo and/or mail at the destination airport or another airport on the flight route to any person other than the consignee indicated in the air waybill;
- d) Require the return of the cargo and/or mail to the departure airport.

II

Reimbursement of Costs

The consignor shall reimburse the carrier for all costs incurred in connection with the implementation of the right of disposal.

III

Failure to Comply with Consignor's Instructions

If the fulfilment of the consignor's instructions proves to be impossible in practice, the carrier shall refuse their execution and shall immediately notify the consignor.

IV

Termination of Right of Disposal

The consignor's disposition right shall terminate at the moment when taking over the cargo and/or mail by the consignee upon arrival at the destination place. If the consignee refuses to take over the cargo and/or mail, or the consignee cannot be reached, or if the consignment has not been delivered due to failure to pay the transport fee and other charges, the consignor has the right to dispose with the cargo and/or mail.

§ 18

Delivery and Non-delivery of Cargo and/or Mail

I

Delivery of Cargo and/or Mail to the Consignee

- a) Unless the consignor's written disposition determines otherwise, the cargo and/or mail shall be delivered to the consignee named in the air waybill. The consignee must pay before the delivery all transport costs associated with the transportation, unless not already paid by the consignor.
- b) Damage to cargo and/or mail shall be reported by the consignee immediately upon taking over the cargo to the carrier, which is required to make a record about it. Otherwise, the cargo and/or mail shall be deemed as delivered in good condition.

II

Cargo Arrival Notice

Upon receipt of the cargo and/or mail to the destination, the carrier shall notify the consignee.

III

Carrier's Right of Lien

Unless another contract is concluded between the consignor, consignee and the carrier, the consignment shall be delivered to the consignee at the destination airport. The consignor and the consignee are jointly liable for paying all costs to the carrier:

- a) If the consignor or the consignee fails to pay all costs to the carrier, the carrier has the right to retain the goods being transported. The carrier shall inform the consignor and the consignee about the retention of the cargo and the reasons thereof;
- b) The carrier has the status of a lien creditor. All relationships relating to the lien right shall be governed by applicable legal regulations;
- c) The lien right terminates upon full payment of all costs associated with the transport of cargo and/or mail, storing and handling the retained consignment.

PART FOUR

Common Provisions, Liability of the Carrier in Air Carriage of Passengers, Baggage, Cargo and/or Mail

§ 19 Carrier's Liability

I

General Provisions

Air carrier's liability in international transport is governed by the Convention for the Unification of Certain Rules Relating to International Carriage by Air of 28 May 1999 (the "Montreal Convention"), by the Regulation of the European Parliament and Council Regulation (EC) No. 889/2002 of 13 May 2002 amending the Council Regulation (EC) 2027/97 on air carrier liability in case of accidents. Insurance in respect of liability for passengers, baggage and cargo is made pursuant to European Parliament and Council Regulation (EC) No. 785/2004 as amended by the Commission Regulation (EU) No. 285/2010.

The carrier shall be liable up to the amount of actual damages, however, up to the limitation of his liability. The carrier is not liable for indirect or consequential damages or for loss of profit.

Limitation of liability of carrier shall apply to all employees, agents and representatives of the carrier.

II

Carrier's Liability for Damage in Air Transport of Passengers and Their Baggage

- a) There is no financial liability limit for the carrier in case of death or injury of passenger due to an accident. For compensation up to 100 000 SDR (about €120 000 EUR), the carrier shall not object to claims against the arising compensation. For compensation requirements higher than 100 000 SDR, the carrier reserves all rights to defend itself by all means available and the right to prove that there was no negligence or other fault on carrier's side.
- b) In case of the death or injury of a passenger, the carrier will provide the authorized person with an advance payment in the amount of at least 16 000 SDR (approximately €19 000 EUR) to cover immediate financial needs. The advance payment will be provided within 15 days from the date of appointment of the person entitled to compensation. The advance payment does not mean the acceptance of liability by the carrier and in case of subsequent payments the advance payment is considered part of the total compensation. The advance payment will not be refunded to the carrier, unless the carrier proves that the damage was caused by negligence, omission or other improper action of the passenger to which the payment relates, or if the advance payment was received by unauthorised person, according to the applicable law.
- c) In the case of delays in carriage of passenger, the carrier is liable for damage of up to 4150 SDR (approx. €5000 EUR), unless the carrier has taken all reasonable measures to prevent the damage or it was not possible to carry out such measures.
- d) In case of delay in transportation of checked baggage, the carrier is liable for damages of up to 1131 SDR (approx. €1300 EUR) per one passenger, unless the carrier has taken all reasonable measures to prevent the damage or it was not possible to carry out such measures.
- e) In the case of total damage, loss, or damage to checked or unchecked baggage, the carrier is liable for damages of up to 1131 SDR (approx. €1300 EUR) per one passenger, except for cases of general use or cases where the passenger's baggage is damaged or defective already before commencement of the journey.

- f) The above liability limit for baggage up to 1131 SDR applies to both checked and unchecked baggage together.

III

Carrier's Limitation of Liability

- a) The carrier is liable only for damage caused on its own flights only. The carrier who issued the ticket or checked-in the baggage for a flight of another carrier acts only as his agent. Nevertheless, the passengers have the right to exercise their claims, in the case of checked baggage, towards the first or last carrier.
- b) The carrier is not liable for damage to the passenger's baggage, which was caused by its content.
- c) The carrier is not liable for damage to unchecked baggage and other items in the personal custody of the passenger, unless the damage is caused by the carrier or the passengers could not care about their baggage. However, if the damage was caused jointly by the passenger and the carrier, they both are responsible proportionally, according to their individual participation on the damage.
- d) The carrier is not be liable for any damage, loss or partial damage caused by natural causes, death of animals or animal behaviour such as biting, kicking, stabbing or suffocation, or by faulty carrying boxes for the animal, or the inability of the animal to cope mentally with different conditions of air transport.
- e) The carrier is not liable for damage to fragile items or perishable goods/cargo, the loss of money, jewellery, precious metals, medicines, keys, cell phones, spectacles and sunglasses, video-cameras, cameras and other electronic devices, marketable securities or other valuables, commercial documents, passports and other identification documents, which are stored in the checked baggage of the passenger, either with or without the knowledge of the carrier.
- f) Transportation of beach umbrellas is at own risk. Compensation for damage or loss of beach umbrellas is not provided.
- g) In the event that a transported passenger whose age or mental or physical condition is such that it can cause danger or risk, the carrier is not liable for any illness, injuries or incapacity, disability or death attributable to such condition or for deterioration of such state.

IV

Carrier's Liability for Damage in Air Transport of Cargo and/or Mail

- a) In the case of total damage, loss, damage or delay of cargo and/or mail, the carrier's liability is limited to the amount of 17 SDR per kilogram of the total weight of cargo and/or mail.
- b) The limitation of liability does not apply to the air carriage of cargo and/or mail with declared value, when the carrier is liable to the stated amount.

§ 20

Method and Time Limits of Claims

1. The passenger shall immediately report any damage to health, unchecked baggage and other personal property to the carrier who shall make a written statement. For serious injuries, the carrier shall report it itself.
2. The passenger shall claim the damage to checked baggage to the carrier immediately upon arrival, however in writing no later than 7 days from the baggage delivery date. Compensation for the delayed baggage must be claimed in writing within 21 days from its delivery.
3. The damage to transported cargo must be claimed immediately, however in writing no later than 14 days from the cargo delivery date. Compensations for the delayed cargo must be claimed in writing within 21 days from the date of its delivery. In case of non-delivery of the cargo, it must be claimed in writing within 120 days from the date of issue of air waybill.



4. Information about left articles on board of the aircraft is provided in the lost and found area at each airport. If the passenger fails to collect the items left on board within 3 months from the date of arrival, the carrier reserves the right to dispose of such articles according to his own decision.
5. Disposal of compensation claims is governed by the internal instructions of AirExplore.
- 6.

§ 21 Final Provisions

These Conditions of carriage are part of the contract of carriage concluded between the passenger and the carrier.

1. The contract of carriage between the carrier and the passenger, as well as all the relations associated with it and resulting from it, is governed by the legal order of the Slovak Republic.
2. In case of litigation or obscurity in translations of versions of these detailed Conditions of carriage only the Slovak version is deciding.
3. These detailed Conditions of carriage shall enter into force on the 1st February 2013.

In Bratislava on 15th December 2012

Martrin Štulajter

CEO

ANNEX 1

The Passenger's Rights in Air Transport

In accordance with European Commission Regulation EC No. 261/2004, these rights apply to passengers who have a confirmed reservation on a particular flight and attend the carriage (except for a cancelled flight):

- a) As determined by, and at the time specified in advance and in writing by (including by electronic means) AirExplore, s.r.o. (hereinafter the "carrier") or by dealer where the ticket was purchased, or
- b) No later than 40 minutes before the published departure time, unless a specific time is determined.

These rights also apply to passengers who booked a flight changed by the carrier or dealer, where the ticket was bought, to another flight, irrespective of the cause.

Denied boarding

A) Passenger who voluntarily gave up the seat on the aircraft

In case of more passengers than available seats, the carrier shall first seek volunteers to give up their reservations for the agreed compensation. Compensation will include a choice between:

- a) The refund of the full amount paid for the ticket, within 7 days by the dealer, where the ticket was purchased or;
- b) Full refund of the entire amount paid and also for partially used ticket, within 7 days and providing transport back to the point of commencement of the journey, when the completion of the originally planned journey can no longer fulfil its purpose.

If the carrier is able to provide rerouting with regard to economic aspects and tariff conditions of rerouting, the passenger has the right to:

- a) Alternative air connection by next available flight or;
- b) Rerouting according to the passenger's demand, unless the local conditions and circumstances allow doing so.

B) A passenger who was denied from transport against her/his will

If sufficient number of volunteers is not enrolled, the carrier may refuse the carriage of a passenger against her/his will.

The passenger is entitled to compensation in the amount of:

- €250 EUR for flights up to 1500 km or less;
- €400 EUR for flights over 1500 km within the EU and flights between 1500 to 3500 km outside the EU;
- €600 EUR for flights over 3500 km outside the EU.

Compensation shall be reduced by 50% if rerouting is offered to the passenger with arrival at the destination:

- 2 hours from the scheduled arrival for flights up to 1500 km; or

- 3 hours from the scheduled arrival for flights over 1500 km within the EU and flights between 1500 to 3500 km outside the EU; or
- 4 hours from the scheduled arrival for flights over 3500 km outside the EU.

Passengers have a choice between returning the sum of money at which the ticket was purchased and the rerouting (see above).

Passengers also have the right to the following care provided by the carrier:

- a) Meals and refreshments with regard to the waiting time for a flight;
- b) Provision of telephone calls on behalf of AirExplore in maximum length of 3 minutes, or if it is technically possible, allowing to send two telex or two faxes or two e-mails;
- c) If necessary, providing accommodation in a hotel and transportation between the airport and the hotel.

Compensation for passengers whose flight has been cancelled

If the flight is cancelled, the passenger has the right to a choice between returning the sum of money at which the ticket was purchased and the rerouting (see above).

Passengers also have the right to the following care provided by the carrier (see above).

If the passenger has not been informed about the cancellation of the flight at least:

- a) One week before the scheduled departure time; or
 - b) In the period between 2 weeks and seven days before the scheduled time of departure and at the same time when providing the rerouting with departure time no earlier than 2 hours and arrival time no later than 4 hours from the original direction; or
 - c) In the time period of less than 7 days before the scheduled time of departure and at the same time when providing the rerouting with departure time no earlier than 1 hour and arrival time no later than 2 hours from the original direction,
- the passenger has the right to compensation (see above). This right expires if the cancellation of flight was caused by extraordinary circumstances which could not be avoided, even if the carrier has taken all reasonable measures (e.g. political instability or military conflict, weather conditions endangering the flight safety, safety risks, unexpected flight safety risk, strike, air traffic congestion etc.).

Passengers' rights in case of aircraft delays

If the carrier expects a flight to be delayed beyond its scheduled time of departure

- 2 hours or more for flights up to 1500 km; or
- 3 hours or more for flights over 1500 km within the EU and flights between 1500 to 3500 km outside the EU; or
- 4 hours or more for flights over 3500 km outside the EU,

the passenger has the right to the following care provided by the carrier:

- a) Meals and refreshments with regard to the waiting time for a flight;
- b) Provision of telephone calls on behalf of AirExplore in maximum length of 3 minutes, or if it is technically possible, allowing to send two telex or two faxes or two e-mails;
- c) If necessary, providing accommodation in a hotel and transportation between the airport and the hotel.

If the delay lasts more than 5 hours, and the carrier is unable to provide rerouting, the passenger has the right for refund of the entire amount paid for the ticket within 7 days by the dealer, where the ticket was purchased, or to a full refund of the entire amount paid for the partially used ticket within 7 days and by providing transport back to the place of commencement of the journey, when the completion of the originally planned journey can no longer fulfil its purpose. This right expires if the cancellation of flight was caused by extraordinary circumstances which could not be avoided, even if the carrier has taken all reasonable measures (e.g. political instability or military conflict, weather



conditions endangering the flight safety, safety risks, unexpected flight safety risk, strike, air traffic congestion etc.).

Exercise of Rights

If you are concerned about denied boarding, cancellation of flight or long delay of flights, we advise you to contact:

AirExplore, s.r.o.
Claims Department
Kupeckého 3
821 08 Bratislava
Email: claims@airexplore.sk

If you are not satisfied with the handling of your complaint and you think that your passenger rights have been violated, you have the right to contact the office that is responsible for compliance with these regulations:

Slovak Trade Inspection
Central Inspectorate
Prievozská 32
827 99 Bratislava

ANNEX 2

PROCEDURE FOR CLAIMING LOST, DAMAGED OR ROBBED BAGGAGE

Valid only for checked baggage = baggage filed at check-in and identified with a tag

Claiming DAMAGED baggage

Passengers are required to make a written report on damage of the baggage, the so-called PIR (Property Irregularity Report) with the employee of the complaint department at the airport, immediately upon arrival.

For the purposes of claims settlement the following documents should be sent to the Complaints Department:

1. A claim for compensation
2. Original (copy) of the boarding ticket + baggage ticket (original)
3. PIR - the original record on damaged baggage
4. Document of repair (in case the baggage cannot be repaired - confirmation of irreparability)
5. A document certifying the purchase value and age of the damaged baggage

Claiming ROBBED baggage

A 7 day period applies for reporting the claim after arrival of the passenger. The reporting date is very important because the airline will not respond to subsequent claims.

If a passenger does not have a baggage ticket from the claimed baggage, his right for the claim ceases.

For the purposes of claims settlement the following documents should be sent to the Complaints Department:

1. A claim for compensation
2. Original (copy) of the flight ticket + baggage ticket (original)
3. PIR – the original record on the theft of the baggage contents and with indication of weight of the robbed baggage

Claiming UNDELIVERED (DELAYED) baggage

Undelivered baggage must be reported immediately upon arrival of the passenger to any destination. The client reports a failure to deliver the baggage to the contractual handling partner at the place of destination. The airline will not respond to claims filed too late.

For the purposes of claims settlement the following documents should be sent to the Complaints Department:

1. A claim for compensation
2. Original (copy) of the flight ticket + baggage ticket (original)
3. Confirmation of providing one-off assistance by the handling agent
4. The list of basic necessities purchased in the destination together with receipts of purchase



If a passenger does not have a baggage ticket from the claimed baggage, his right for the claim ceases.

The written claim must be sent by the passenger within 21 days from the day of releasing the baggage. One-off assistance will be deducted from the total amount of compensation.

Claiming LOST baggage

For the purposes of claims settlement the following documents should be sent to the Complaints Department:

1. A claim for compensation
2. Original (copy) of flight ticket + baggage ticket (original)
3. PIR - original record on the lost baggage indicating the weight of the lost baggage
4. List of lost items, required to be supplemented by receipts of purchase.

GENERALLY

Applications for compensation must contain the passenger's name together with the address, telephone number and account number of the financial institution, where the compensations shall be submitted (in case the account is held in a foreign bank, also IBAN and SWIFT code must be stated).

For further information please contact:

AirExplore, s.r.o.

Kupeckého 3

821 08 Bratislava

Tel / Fax.: +421 907 737 310

E-mail: claims@airexplore.sk

ANNEX 3***LIST OF PROHIBITED ITEMS***

Without affecting the applicable safety regulations, the passengers are not permitted to carry in the security restricted areas and onboard of an aircraft the following items:

a) *Guns, firearms and other devices that discharge projectile* – devices designed to cause serious injury by discharging a projectile, or capable of being mistaken for such devices, including:

- Firearms of all types, including pistols, revolvers, rifles, shotguns;
- Toy guns, replicas and imitation firearms capable of being mistaken for real weapons;
- Component parts of firearms, excluding telescopic sights;
- Compressed air and CO2 guns, such as pistols and rifles using plastic or metal pellets for loading the gun (pellet guns, ball bearing guns);
- Signal flare pistols and starter pistols;
- Bows, cross bows and arrows;
- Harpoon guns and spear guns;
- Slingshots and catapults;

b) *Stunning devices* - devices designed specifically to stun or immobilize, including:

- Devices for shocking, such as stun guns and stun batons;
- Animal stunners and animal killers;
- Disabling and incapacitating chemicals, gases and sprays, such as mace, pepper or capsicum spray, tear gas, acid sprays and animal repellent sprays;

c) *Objects with sharp points or sharp edges* - objects with a sharp point or sharp edge that can cause serious injury, including:

- Items designed for chopping, such as axes, hatchets and cleavers;
- Ice axes and ice picks;
- Razor blades,;
- Trimming knives;
- Knives with blades of more than 6 cm;
- Scissors with blades of more than 6 cm as measured from the fulcrum;
- Martial arts equipment with sharp points or sharp edges;
- Swords and sabres;

d) *Worker's tools* - tools that can cause serious injury or can be used to threaten the safety of aircraft, including:

- Crowbars;
- Drills and drill bits, including cordless portable power drills;
- Tools with blades or shafts more than 6 cm capable of use as weapons, such as screwdrivers, chisels;
- Saws, including cordless portable power saws;
- Blowtorches;
- Bolt guns and nail guns;

e) *Blunt instruments* - objects that are likely to cause serious injury when used to hit, including:

- Baseball and softball bats;
- Clubs and batons, such as billy clubs, blackjacks and police sticks;
- Martial arts equipment;

f) *Explosives and incendiary substances and devices* - explosives and incendiary substances or devices capable of, or appearing to be capable of, being used to cause serious injury or threatening the safety of the aircraft, including:

- Ammunition;
- Blasting caps;
- Detonators and fuses;

- Replica or imitation explosive devices;
- Mines, grenades and other explosive military stores;
- Fireworks and other pyrotechnics;
- Smoke generating canisters and cartridges;
- Dynamite, gunpowder and plastic explosives.

Exceptions may be granted provided that:

- a) The competent authority has agreed that the passenger will carry this item; and
- a) The air carrier has been informed about this passenger and about the item that he carries, before boarding the plane; and
- b) The applicable safety regulations are complied with.

These items are then placed in secure conditions onboard of the aircraft.

ANNEX 4

DANGEROUS GOODS WHICH MAY BE CARRIED BY PASSENGERS AND CREW

Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided below (*N/A means not applicable*).

Permitted in or as carry-on baggage					
Permitted in or as checked baggage					
Permitted on one's person					
The approval of the operator(s) is required					
The pilot -in-command must be informed of the location and carriage					
NO	NO	NO	N/A	N/A	Disabling devices such as mace, pepper spray, etc. containing an irritant or incapacitating substance are prohibited on the person, in checked and carry-on baggage.
NO	NO	NO	N/A	N/A	Electro shock weapons (e.g. Tasers) containing dangerous goods such as explosives, compressed gases, lithium batteries, etc. are forbidden in carry-on baggage or checked baggage or on the person.
NO	NO	NO	N/A	N/A	Security-type attache cases, cash boxes, cash bags, etc. incorporating dangerous goods, such as lithium batteries and/or pyrotechnic material, are forbidden (some exceptions apply).
NO	YES	NO	YES	YES	Ammunition (cartridges for weapons), securely packaged (in Division 1.4S, UN 0012 or UN 0014 only), in quantities not exceeding 5 kg (11 lb) gross weight per person for that person's own use. Allowances for more than one passenger must not be combined into one or more packages.
NO	YES	NO	YES	YES	Battery-powered wheelchairs or other similar mobility devices with non-spillable batteries, provided the battery terminals are protected from short circuits, e.g. by being enclosed in a battery container, the battery is securely attached to the wheel chair or mobility aid and electrical circuits isolated to prevent from inadvertent operation.
NO	YES	NO	YES	YES	Battery powered wheelchairs or other mobility devices with spillable batteries or with lithium batteries. Note: Please contact AirExplore for more information regarding the carriage of powered wheelchairs
YES	NO	NO	YES	YES	Battery powered mobility aids with lithium ion batteries (collapsible). Lithium -ion battery must be removed and carried in the cabin (battery not to exceed 300 Wh). One spare battery not exceeding 300Wh or 2 spares not exceeding 160Wh are also permitted.
NO	YES	NO	YES	NO	Camping stoves and fuel containers that have contained a flammable liquid fuel. with empty tank and/or fuel container.
YES	YES	YES	YES	NO	Lithium ion battery powered equipment, containing batteries over 100 Wh but not exceeding 160 Wh.
YES	NO	YES	YES	NO	Spare lithium ion batteries with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronic devices. Maximum of 2 spare batteries may be carried in carry-on baggage only. Batteries must be individually protected to prevent short circuits.
YES	NO	NO	YES	YES	Mercury barometer or thermometer carried by a representative of a government weather bureau or similar official agency.
YES	YES	NO	YES	NO	Avalanche rescue backpack, one (1) per person, containing a cylinder of compressed gas in Div 2.2. May also be equipped with a pyrotechnic trigger mechanism containing less than 200mg net of Division 1.4S. The backpack must be packed in such a manner that it cannot be accidentally activated. The airbags within the backpacks must be fitted with pressure relief valves.
YES	YES	NO	YES	NO	Carbon dioxide, solid (dry ice), in quantities not exceeding 2.5 kg (5lb) per person when used to pack perishables not subject to these Regulations in checked or carry-on baggage, provided the baggage (package) permits the release of carbon dioxide gas. Checked baggage must be marked "dry ice" or "carbon dioxide, solid" and with the net weight of dry ice or an indication that there is 2.5kg or less of dry ice.
YES	YES	NO	YES	NO	Chemical Agent Monitoring Equipment, when carried by staff members of the Organization for the Prohibition of Chemical Weapons on official travel.
YES	YES	NO	YES	NO	Heat producing articles such as underwater torches (diving lamps) and soldering irons. Note; The battery or the heat producing component must be removed.
YES	YES	NO	YES	YES	Oxygen or air, gaseous cylinders required for medical use. The cylinder must not exceed 5Kg gross weight. Note 1: <i>Liquid oxygen systems are forbidden for transport</i> Note 2: <i>The carriage of personal oxygen cylinders will only be approved if AE is unable to provide the required flow rate.</i>



Permitted in or as carry-on baggage					
Permitted in or as checked baggage					
Permitted on one's person					
The approval of the operator(s) is required					
The pilot -in-command must be informed of the location and carriage					
YES	YES	YES	YES	NO	Portable medical electronic devices (Automated External Defibrillators (AED), Nebulizer, Continuous Positive Airway Pressure (CPAP)), Portable Oxygen Concentrators (POC) etc containing lithium metal or lithium ion cells or batteries may be carried. Batteries must not exceed 2 g for lithium metal batteries and 100 Wh for lithium ion batteries.
YES	YES	YES	YES	NO	Small non-flammable gas cylinders , containing carbon dioxide or other suitable gas in Div 2.2. Up to 2 small cylinders fitted into a life jacket and up to 2 spare cylinders per person. Not more than 4 cylinders up to 50 mL water capacity for other devices.
YES	YES	YES	NO	NO	Alcoholic beverages , when in retail packagings, containing more than 24% but not more than 70% alcohol by volume, in receptacles not exceeding 5L, with a total net quantity per person of 5L..
NO	YES	NO	NO	NO	Aerosol In Division 2.2, non-flammable, non-toxic with no subsidiary risk, for sporting or home use.
YES	YES	YES	NO	NO	Non-radioactive medicinal or toilet articles (including aerosols) such as hair sprays, perfumes, colognes and medicines containing alcohol. The total net quantity of all above mentioned articles must not exceed 2kg (4.4 lb) or 2L (2 qt), and the net quantity of each single article must not exceed 0.5kg (1 lb) or 0.5 L (1 pt). Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of contents.
YES	YES	YES	NO	NO	Energy efficient light bulbs when in retail packaging intended for personal or home use.
YES	YES	YES	NO	NO	Fuel cell systems and spare fuel cartridges powering portable electronic devices (e.g. cameras, cellular phones laptop computers and camcorders).
YES	YES	NO	NO	NO	Hair curlers containing hydrocarbon gas , up to one (1) per passenger or crew-member, provided that the safety cover is securely fitted over the heating element. These hair curlers must not be used on board the aircraft at any time. Gas refills for such curlers are not permitted in checked or carry-on baggage.
YES	YES	NO	NO	NO	Insulated packaging containing refrigerated liquid nitrogen (dry shipper), fully absorbed in a porous material containing non-dangerous products.
NO	YES	NO	NO	NO	Internal combustion or fuel cell engines . Contact AE for further information.
YES	YES	YES	NO	NO	Medical or clinical thermometer , which contains mercury, one (1) per passenger for personal use, when in its protective case.
YES	YES	YES	NO	NO	Non-flammable, non-toxic gas cylinders worn for the operation of mechanical limbs. Also, spare cylinders of a similar size if required to ensure an adequate supply for the duration of the journey.
YES	YES	YES	NO	NO	Non-infectious specimens packed with small quantities of flammable liquid.
NO	YES	NO	NO	NO	Permeation devices . Must meet Special Provision A41..
YES	YES	YES	NO	NO	Portable electronic devices containing lithium metal or lithium ion cells or batteries , such as watches, calculating machines, cameras, cellular phones, lap-top computers, tablets, power banks, camcorders, etc., when carried by passengers or crew for personal use. Batteries must not exceed 2 g for lithium metal batteries and 100 Wh for lithium ion batteries.
YES	NO	YES	NO	NO	All spare batteries , including lithium metal or lithium ion cells or batteries, for such portable electronic devices must be carried in carry-on baggage only. These batteries must be individually protected to prevent short circuits.
YES	YES	YES	NO	NO	Portable electronic devices containing non-spillable batteries , batteries must be 12V or less or 100Wh or less. A maximum of 2 spare batteries may be carried. These batteries must be individually protected to prevent short circuits.
NO	NO	YES	NO	NO	Radioisotopic cardiac pacemakers or other devices, including those powered by lithium batteries, implanted into a person, or radiopharmaceuticals contained within the body of a person as the result of medical treatment.
NO	NO	YES	NO	NO	Safety matches (one small packet) or a cigarette lighter that does not contain unabsorbed liquid fuel, other than liquefied gas, intended for use by an individual when carried on the person. Lighter fuel and lighter refills are not permitted on one's person or in checked or carry-on baggage. Note: "Strike anywhere" matches, 'Blue flame' or 'Cigar' lighters are forbidden e-cigarettes (including e-cigars, e-pipes, other personal vaporizers) containing batteries must be individually protected to prevent accidental activation.