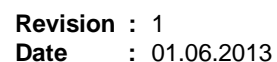


**AIR-TRANSPORT EUROPE, spol. s r.o.
Poprad-Tatry Airport
058 98 Poprad**

**Transport Terms and Conditions
for Passengers, Luggage and Goods
in International and Domestic Air Transport**



Each alteration performed on this transport terms and conditions has to be recorded within following list:

1.1



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Definitions

CONTRACT OF AIR TRANSPORT – any contract of air transport established between the ordering party of air transport and air carrier, Air-Transport Europe, spol. s r.o.

IRREGULAR AIR TRANSPORT (CHARTER) – air transport for a fee realized outside the flight schedule on the basis of air transport contract

AIR CARRIER – legal entity or natural person performing air transport of passengers, luggage, air mail or goods that is the holder of Air Operator Certificate and license for performance of air transport

FARE – contractual price stipulated between the parties to a contract of transport of passengers, luggage and goods

DEPARTURE AIRPORT – an airport, where the transport of passengers or carriage of goods starts in compliance with the contract of air transport or in compliance with air waybill

ARRIVAL AIRPORT - an airport, where the transport of passengers or carriage of goods ends in compliance with the contract of air transport or in compliance with air waybill

TRANSIT AIRPORT – an airport of intermediate landing

AIR WAYBILL – a document filled in by a consignor or his/her representative confirming conclusion of a contract between the same and an air carrier for air transport of goods

AIR MAIL – sealed or freely deposited postal items handed over for air transport by a postal office

UNACCOMPANIED LUGGAGE – luggage transported on an air waybill for goods tariff pursuant to special terms and conditions

UNCHECKED LUGGAGE – luggage, the passenger is entitled for to carry in cabin of the aircraft and take care of during the flight

CHECKED-IN LUGGAGE – luggage carried in the luggage space of the aircraft and checked

UNACCOMPANIED MINOR – a minor from 6 to 12 years unaccompanied by person older than 12 years

IDENTIFICATION OF GOODS – identification of individual pieces of goods under consignment by valid tags and identification labels

VALUABLES – goods of value reaching USD 1,000.00 and more per 1 kg

SEARCH – the process of searching for undelivered luggage and goods carried out by the carrier



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CLAIM – a written request for compensation in case of failure to meet the terms and conditions of transport contract by air carrier

SDR - (SPECIAL DRAWING RIGHT) – a currency unit defined by the International Monetary Fund.



1. Scope of Application

1.1 General Provisions

The Transport Terms and Conditions for Passengers, Luggage and Goods (hereinafter "Terms and Conditions") apply to each and every irregular domestic and international air transport of passengers, luggage and goods realized by Air-Transport Europe, spol. s r.o. (hereinafter "Carrier"), including the services related to this transport.

Transport of passengers, luggage and goods is realized on the basis of contract between the transport ordering party and the Carrier. The fare is the contracted fare.

If the transport is free of charge, the Carrier is entitled not to apply and to exclude, either partially or in whole, these Terms and Conditions.

If the air transport is realized based on agreement on air transport, these Terms and Conditions shall be applied, if not agreed otherwise.

2. Method of Air Transport Booking, Confirmation of Transport, Fare, Ordering Party's Duties, Cancellation of Booked Transport

2.1 Method of Air Transport Booking and Confirmation of Transport

Ordering Party ensures planned air transport by the Carrier's aircraft on the basis of order addressed to Air-Transport Europe, spol. s r. o., Poprad-Tatry Airport., 058 98 Poprad, Slovak Republic, Company Identification No. (IČO): 00697516, E-mail: ate@ate.sk, Fax: +421 52 7881603, Tel.: +421 52 7761911.

An order shall include the date of planned flight, place and time of departure, place of arrival of the aircraft (or anticipated arrival time to arrival airport), anticipated number of passengers, anticipated volume and quantity of luggage and specification of additional services (if requested).

The Carrier shall send the Ordering Party written respond to his/her order in the form of quotation that shall include confirmation of order acceptance and booking of the aircraft, specification of the aircraft, flight plan, number of passengers and fare, respectively the quote for additional services (if requested).

Afterwards the Ordering Party in written form confirms to Air-Transport Europe booking of the aircraft for requested flight(s), approves the fare and transport terms and conditions ("Transport Confirmation") and notifies the Carrier full names of passengers.

As realization of planned flight is subject to obtaining necessary permissions and permits (e.g. Flight Permits), the Ordering Party is obliged to provide "Transport Confirmation" without any delay.

Ordered air transport shall be considered to be confirmed by "Transport Confirmation" acceptance from the Ordering Party by Air-Transport Europe.

2.2 Fare

The transport governed by the present Terms and Conditions is subject to contract fare rates and the rates are determined by free agreement between the parties to transport contract.

Fare usually consists of multiple of number of truly worked off flight hours for the subject flight and hourly flight rate and a total of rate for additional services agreed between the Ordering Party and the Carrier and potential safety or other fees.



2.2.1 The fare is paid on the basis of invoice issued to the Ordering Party by the Carrier, where the invoice shall be due on the date given in the invoice and in the given currency, i.e. Euro, if not agreed otherwise by the contracting parties in advance.

2.2.2 Failure to settle the fare entitles the Carrier to cancel or discontinue provision of any services to the Ordering Party without any subsequent responsibility. The Carrier's right to seek the settlement of possible sum owed by the Ordering Party shall not be affected by the above.

2.3 Ordering Party's Obligations

2.3.1 The Ordering Party is obliged to provide the Carrier all and any data regarding ordered air transport well ahead of time, so that it is possible to ensure necessary permits and perform all operations necessary for realization of the planned flight.

2.3.2 The Ordering Party shall ensure that all the passengers present themselves to check-in at the departure point at a time specified by the Carrier or his handling partner.

2.3.3 The Ordering Party agrees that in case his/her passengers fail to present themselves to check-in at a time Air-Transport Europe specified in writing, or the contracting parties agreed upon, maximum waiting time shall be 3 hours. The Ordering Party shall be obliged to pay the waiting fee in the amount of 200.00 Euro for the second and 200.00 Euro for the started third hour of waiting. The first hour of waiting shall not be subject to any fee. Following the maximum waiting time of 3 hours the transport shall be considered to be completed and the Ordering Party shall be obliged to settle the agreed fare for the transport.

2.3.4 The Ordering Party agrees to maximum two-hour position at the arrival point and one-hour position at the planned point of intermediate landing without any additional fees. Longer position and any other delays, caused by the Ordering Party, shall be charged to the Ordering Party as fees for position, cost incurred, or lost profit, the amount of which shall be charged to the Ordering Party based on specific circumstances.

2.3.5 The Ordering Party is obliged to notify his/her passengers of observing the Carrier's transport terms and conditions, namely observing the passenger's obligations in air transport given in paragraph 3.3 hereof.

2.4 Cancellation of Confirmed Transport

2.4.1 Each contracting party shall be entitled to cancel the flight(s) of already confirmed transport by delivery of written notice to the other contracting party.

2.4.2 In case the flight(s) is/are cancelled by the Ordering Party, he/she is obliged to settle the following cancellation fees:

- a) 100% of fare in case he/she does not appear for the transport, or he/she cancels the flight 24 hours or less prior the flight
- b) 80% of fare in case he/she cancels the flight less or equal to 72 hours prior the flight
- c) 50% of fare in case he/she cancels the flight more than 72 hours prior the flight.

3. Transport Terms and Conditions for Passengers and Luggage

3.1 Flight Ticket



Owing to performed type of air transport (irregular domestic and international air transport of passengers, luggage and goods by aircraft with capacity of maximum 20 passengers), the Carrier does not use flight tickets.

Passengers are registered on the Passengers' Manifest, where all necessary data must be recorded.

3.2 Flight Interruption

Temporary flight interruption shall be agreed between the Carrier and the Ordering Party, at a suitable airport between the departure airport and arrival airport.

Flight interruption may occur without agreement in case the pilot-in-command makes such decision due to flight safety.

3.3 Obligations of the Passenger in Air Transport

3.3.1 Prior to embarkation the passenger is obliged to prove his/her identity upon request of the Carrier's worker or his agent or state authorities and present appropriate transport documents to respond to questions of safety nature.

3.3.2 The passenger is obliged to inform the Carrier about his/her health problems that could complicate his/her transport or negatively affect the course of flight.

3.3.3 The passenger is obliged to undergo a safety check, including his/her registered and unregistered luggage. Refusal to undergo safety check constitutes reason for exclusion from transport.

3.3.4 Based on international regulations in force, passenger may not have with him/her weapons, ammunition, knives, toys resembling real weapons (e.g. pistols, grenades) and any other objects of stabbing and cutting nature. These articles may be stored only in registered luggage. If such objects are not stored in the registered luggage, passenger is obliged to hand them over to the Carrier prior the flight. The Carrier disclaims any responsibility in respect of retention of these articles. Substances of dangerous nature (explosives and ammunition, combustibles, caustic, compressed gases, poisons or toxic and infectious materials, oxidative, radioactive material, magnetic material and any other dangerous goods) may be transported only as goods under special transport conditions.

3.3.5 The passenger is obliged to exert care adequate to the nature of air traffic and observe the Carrier's instructions, in particular when:

- checking in, gathering and moving around within the areas for passengers,
- boarding and debarking the aircraft,
- storing clothes and unregistered (cabin) luggage in aircraft.

3.3.6 The passenger is further obliged to:

- present himself/herself to check and fulfilment of all and any required formalities and check-in procedures in time, but not later than specified by the Carrier,
- upon request of a worker authorized by the Carrier or on instruction by light panel, fasten the seat belt and refrain from smoking when taking off, landing or during the flight,

- upon request of a worker authorized by the Carrier, take a designated seat if necessary for operational reasons,
- exert reasonable care and refrain from conduct that could jeopardize safety and fluency of air transport, bother other passengers and proper performance of duties of Carrier's workers or damage property of the Carrier or passengers,
- refrain from such conduct that jeopardizes order and discipline on aircraft board, mainly excessive consumption of alcoholic drinks,
- observe the smoking ban on board, including the airplane toilet,
- upon boarding an aircraft, not to use personal electronic devices and appliances, operation of which may negatively affect the function and operation of electronic devices and equipment of the aircraft,
- in case of damage of health during the flight, undergo necessary first aid, communicate to the crew the required personal and health data and undergo subsequent medical examination,
- pay to the Carrier all expenses for losses and damages the passenger caused by his/her unreasonable conduct (e.g. damage to an aircraft interior, illegal transport of dangerous animals, goods, etc.),
- during flight unconditionally conform to the aircraft crew,
- undergo the prescribed personal safety check performed by the authorities of state administration or by authorized organizations.

3.4 Obligations of the Carrier in Air Transport

3.4.1 The Carrier is obliged to safeguard that the passengers are notified of location and method of use of:

- safety belts,
- emergency exits and devices designated for joint use,
- life jackets and oxygen apparatus, if such means are prescribed for the use by passengers,
- other emergency equipment.

3.4.2 If need be, the Carrier is obliged to instruct passengers of emergency procedures appropriate to situation in question.

3.4.3 The Carrier is obliged to instruct passengers of a smoking ban on board of aircraft and of ban to use electronic devices.

3.4.4 The Carrier is obliged to safeguard that passengers are able to fasten safety belts when taking off, landing, turbulence and any time upon request of the pilot-in-command.

3.4.5 The Carrier is obliged to instruct passengers on storing their articles in the aircraft.

3.4.6 In case the aircraft intended for planned transport is not available due to any reason, the Carrier is obliged to exercise maximum effort to ensure another aircraft, or other suitable carrier for the same price. If impossible, the Carrier shall exercise maximum effort to ensure alternative way of transport, if not agreed otherwise by contracting parties.

3.5 Refusal and Exclusion of Persons from Transport

3.5.1 The Carrier may refuse or exclude a passenger from transport if:

- passenger violates the regulations valid in the country of departure, arrival or flight over,
- passenger is struck with a contagious disease that is subject to obligatory reporting, suffers from a serious disease, in which case his/her sudden manifestation could jeopardize safety of passengers and the flight, or if passenger is, due to his/her physical state or state of mind, unable to take care of himself/herself and is not accompanied by a person who will provide him/her with necessary care,
- by his/her conduct he/she jeopardizes safety of transport or violates public order or is under influence of narcotics or psychotropic substances,
- he/she fails to prove his/her identity by valid travel or other documents required to enter, stay or leave a country of arrival, departure or flight over,
- any obligations, under paragraph 3.5.1, in particular concerning the air transport safety, are violated.

3.5.2 Passenger's Claim to Compensation

Passenger who has been refused or excluded from transport in compliance with paragraph 3.5.1 is not entitled to compensation or return of the fare.

3.6 Conditional Acceptance of Persons for Transport and Accompaniment of Minors

3.6.1 Conditional Acceptance for Transport

Transport of a passenger, who considering his/her physical state, state of mind or age, may suffer damage to health or other damage, shall be realized under the condition that the Carrier is not responsible for eventual injuries, diseases, or other damages to health, death of a passenger included, and the Carrier will not be responsible for damage to things a passenger has with him/her, if he/she incurs such damage in connection with or as a result of the transport. Such passenger is, prior to departure, obliged to sign a „Declaration of Carrier's Responsibility Exemption“, otherwise the Carrier is entitled to refuse his/her transport. The Carrier is, due to safety reasons, entitled to refuse to transport an unaccompanied physically or mentally handicapped passenger. An ill passenger must have a confirmation of a nursing physician that he/she is able to be air transported. A transported passenger may not have a contagious disease. In case of sudden death of a passenger during the flight, his/her remains will be unloaded from the aircraft at the nearest airport and officially handed over to competent local authorities for the purpose of further investigation. The replacement transport can be ordered by the Carrier, at the expenses of survivors.

3.6.2 Transport of Passengers with Limited Mobility and Physically Handicapped Passengers

Passengers with limited mobility are transported under the same conditions as other passengers and they are provided with special care in compliance with the Regulation of the European Parliament and Council No. 1107/2006. Transport of physically handicapped persons and unaccompanied persons with limited mobility shall be deemed transport under special conditions, which is subject to the same regulations as the transport of ill passengers. If a sightless passenger is accompanied by a guide dog, the guide dog is transported free of charge. Such dog may be in the cabin for passengers without cage, provided that:

- the passenger is dependent on the dog,
- the passenger submits an official document that it is a trained guide dog,



- the dog must be fastened during the flight, it must have a muzzle and it may not be transported on a seat.

3.6.3 Transport of Pregnant Women

Pregnant woman is obliged to inform the Carrier of the pregnancy stage and eventual complications. During transport of pregnant women by the 28th week of pregnancy that is without health complications, it is not necessary to submit a confirmation of a physician about her ability to fly. In case of multiple pregnancy or awaited complications or in case of risk pregnancy or if she is over the 28th week of pregnancy, it is necessary to submit a confirmation of the nursing physician (not older than 7 days before departure) that the pregnant woman may undergo the flight, but the transport will be at her own risk and the Carrier disclaims any responsibility. The Carrier is entitled to refuse to transport a pregnant woman.

3.6.4 Transport of Unaccompanied Minors (UM)

Minors up to 6 years must travel in the accompaniment of a person older than 18 years. Minors 6 to 12 years may travel alone, provided that they are accompanied by an adult person to the place of departure airport and the Carrier must receive from such person a written assurance on a prescribed form that another adult person will meet the minor at the place of destination airport. The age of the minor must be proved by a valid travel document.

3.6.5 Transport of Infants

Minors up to 2 years shall be, in compliance with the present Terms and Conditions, considered infants. Infant is transported only on knees, in arms or in the bosom of a parent or other adult person respectively who accompanies it. One passenger may transport only one infant.

Transport of newly-born younger than 14 days of life is possible only in compliance with paragraph 3.6.6.

3.6.6 Transport of Patients within Emergency Medical Service – EMS Flights

Regulations of paragraphs 3.6.1, 3.6.2, 3.6.3 and 3.6.5 apply to transport of patients within EMS flights only in restricted extent. Transport of patients within Emergency Medical Service flights is realized in compliance with respective legislation governing provision of medical care. The aircraft of the Carrier, Air-Transport Europe, is for such flights modified for transport of patients and equipped with appropriate medical apparatus and material, and if needed, the doctor or paramedic is present on board of aircraft.

3.7 Luggage

3.7.1 Weight and size of luggage is restricted by type of used aircraft and is specified by the Carrier when ordering transport.

Luggage is transported as registered or unregistered.

3.7.2 Registered Luggage

Well closed, locked and labelled suitcases or other firmly lockable cases are accepted as registered luggage. With the approval of the Carrier also other objects may be accepted for transport. Each piece of luggage before acceptance for transport must be labelled with a name plate with filled name and address of a passenger. Luggage with a lock as well as luggage with zip fastener must be locked in order to prevent it from opening. The Carrier is not responsible for luggage not collected immediately



upon arrival. Registered luggage is transported in the aircraft cargo space and is transported by the same aircraft as passengers.

Transport of luggage and articles that could jeopardize the safety of flight, persons or property as well as the transport of the luggage and articles that are damageable during air transport or their package is inconvenient may be refused by the Carrier.

Passenger is obliged to collect his/her luggage immediately upon arrival.

Passenger is obliged to report damage, non-issuance or loss of luggage immediately after takeover of the luggage to the Carrier or his handling partner that must put down a report thereabout (PIR) at the destination airport. Otherwise the luggage will be deemed issued in proper condition.

3.7.3 Unregistered Luggage (Cabin Luggage)

Passenger is entitled to transport 1 piece of luggage in the cabin for passengers. Besides 1 piece of cabin luggage the passenger is entitled to carry the below listed articles for personal use that he/she looks after by himself/herself:

- small ladies handbag or small briefcase,
- coat, shawl or a blanket,
- umbrella or walking stick,
- camera, video camera, telescope, small personal computer,
- mobile phone,
- reading for the time of flight,
- basket for a minor and food for minor for the time of flight,
- crutches or completely collapsible chair, or other orthopaedic aids for invalid passengers provided the passenger depends on these aids and the same shall not jeopardize the flight safety.

3.7.4 Live animals may be transported only with the Carrier's approval and on conditions specified by the Carrier. Transport of animals is provided on responsibility of the passenger or the Ordering Party. Each animal must have a vaccination and veterinary card, not older than one month.

3.7.5 Transport of weapons ammunition and other dangerous articles is possible only to those places, which are permitted by the regulations in force and in cases when they can be placed in cargo area out of the aircraft cabin.

3.7.6 Passenger is obliged to present his/her luggage for safety check in compliance with conditions at the departure airport. At airports, where such check is not performed, the same shall be affected by the Carrier in compliance with safety regulation.

3.8 Irregularities in Air Transport

For serious reasons outside the Carrier, for reasons of the so-called force majeure, e.g. weather conditions, technical reasons, over-density of air traffic, safety risks, political instability, war or a threat of war, strike in the organization providing the Carrier with services, etc. The Carrier may put off, delay, cancel, terminate, divert the flight, change the plane type or be replaced by other Carrier. The Carrier is obliged to inform the Ordering Party about the above circumstances immediately.

3.8.1 Passenger's claims in cases of refusal to board the plane, cancellation and unreasonable delay of the flight are defined by the Regulation of European Parliament and Council (ES) No. 261/2004.



3.9 Travel Requisites

3.9.1 Passenger is obliged to obtain all documents and comply with all obligations entitling him/her to enter a country and exit a country required by the authorities of the departure, arrival or transit.

3.9.2 The Carrier is not responsible for damages or expenses a passenger incurs as a result of his/her failure to comply with these obligations.

3.9.3 The Carrier is entitled to check all travel documents and requisites.

4. Transport Terms and Conditions for Goods

4.1 Air Waybill

The air waybill is a document on conclusion of a contract for transport of goods accompanying the consignment from the same being taken over by the Carrier through to its handing over to the consignee.

The consignor will hand in to the Carrier or his agent written documents for issuance of an air waybill. The Carrier will acknowledge takeover of the goods for transport by returning a confirmed copy of the air waybill.

The consignor is responsible for correctness and completeness of data given in the air waybill and is responsible for damage the Carrier will suffer due to inaccurate and incomplete data and declaration.

The goods must be packed in a manner safeguarding that it will endure usual handling and preventing damages to persons, other goods or property. The consignor is responsible for proper packing of the goods and eventual damages out of violation of this obligation.

Each piece must be legibly and permanently identified by a name and full address of the consignor and consignee stating the identification and numbers given in the air waybill.

In case of failure to meet these conditions, the Carrier is entitled to refuse to accept goods for transport.

4.2 Freight and Other Rates

4.2.1 The transport affected in compliance with the present Terms and Conditions is subject to freight rates and compensation set forth by the free agreement between the contracting parties.

The freight stipulated in the freight rates applies to transport of the goods from the airport of dispatch to the airport of destination according to data given in the air waybill.

4.2.2 The freight for the goods accepted for transport shall be paid to the Carrier in advance.

4.3 Conditions for Acceptance of Goods for Transport

4.3.1 The Carrier accepts all kinds of goods if allowed by the goods nature. The weight and size of goods accepted for transport is restricted by the type of the plane (its technical parameters) and is specified by the Carrier when ordering transport.

4.3.2 The goods designated for air transport must meet the following conditions:

- a) their character meets the conditions for transport, they have export and import permits,
- b) are properly packed and marked and shows no signs of damage,



c) they may not endanger the plane safety,

d) they may not annoy passengers.

4.3.3 Air transport of items endangering the safety of air traffic, especially weapons, ammunition, explosives, caustic agents, oxidatives and irritants, inflammables, compressed gases, magnetic materials, poisons, contagious materials, radioactive materials and live animals is permitted only with the consent of the Carrier and in compliance with the international regulations and recommendations and in compliance with regulations of departure, flyover and arrival countries.

4.4 Transport of Goods

Transport of goods is realized on the basis of contract between the Ordering Party and the Carrier, and the routing may be stated in the contract.

The Carrier may entrust a different carrier with transport or use other airplane without prior notice to the goods consignor or consignee.

For serious reasons outside the Carrier (weather conditions, technical reasons, natural disasters, state of war, military actions and other events), the Carrier may postpone, cancel or divert the flight with booked consignment, with the Carrier not incurring any responsibility therefrom.

If, by reasons given above, the transport of the goods cannot be completed in a manner as given in an air waybill, the Carrier will be entitled to handover the goods for transport in other direction or have them transported in other manner. The Carrier is, however, obliged to notify the consignor or the consignee and/or to proceed according to their instructions given in the air waybill.

4.5 Consignor's Right to Dispose of the Goods

4.5.1 The consignor is entitled to dispose of the goods during the transport.

4.5.2 The consignor must pay to the Carrier all expenses incurred in connection with execution of the right of disposal of the goods.

4.5.3 The consignor's right of disposal shall become null and void upon takeover of the goods by the consignee.

4.6 Delivery and Impossibility to Deliver the Goods

4.6.1 Unless otherwise provided in a written instruction of the consignor, the goods will be issued to the consignee given in the air waybill at the destination airport.

4.6.2 The consignee must report damage to the transported goods to the Carrier immediately during takeover and the Carrier is obliged to put down a report about it. Otherwise the goods will be deemed issued in a proper condition.

4.6.3 In case the consignor or consignee does not pay to the Carrier all costs the Carrier shall be entitled to retain the transported goods in order to secure his valid request against the same. The Carrier will notify the consignor and the consignee of the goods retention and the reasons therefore.

4.6.4 The Carrier is in the position of an attaching creditor. All relations connected with the right of lien will be governed by the legal regulations in force.

4.6.5 The right of lien will become null and void upon full payment of all costs connected with transport of the goods and keeping the retained item.



5. Common Provisions, Responsibility of Air Carrier in Air Transport of Passengers, Luggage and Goods

5.1 Carrier's Responsibility

5.1.1 Responsibility of an air carrier is, in the international transport, governed by the Convention for the Unification of Certain Rules for International Carriage by Air dated 28 May 1999 (so-called Montreal Convention) and, further on, by the Regulation of the European Parliament and Council (ES) No. 2027/1997 as amended by the Regulation of the European Parliament and Council (ES) No. 889/2002 dated 13 May 2002 that is based on the Montreal Convention and applies to international as well as domestic air transport.

Liability insurance of passengers, luggage and cargo shall be realized within the intention of the Regulation of the European Parliament and Council (ES) No. 785/2004 as amended by the Commission Regulation (EU) No. 285/2010.

5.1.2 The Carrier is responsible to the amount of actual damage, however not more than the limit restricting his responsibility. The Carrier is not responsible for indirect or consequential damage or for lost profit. Limitation of Carrier's responsibility applies to all employees, agents and representatives of the Carrier.

5.1.3 Carrier's Responsibility for Damage during Transport of Passengers and Their Luggage

a) In case of death or injury of a passenger due to accident, the Carrier does not have any financial limit applicable to responsibility. In case of compensation to the amount of SDR 113,100.00 The Carrier will not raise objections to the arisen provable claims for redress. A part of the claim for redress exceeding SDR 113,100.00 is subject to the Carrier's reservation of the right to defence and the right to prove that negligence or other fault on the part of the Carrier was not the case.

b) In case of death or injury of a passenger the Carrier will provide to the authorized person an advance of at least SDR 16,000.00 to cover immediate financial needs. The advance will be provided within 15 days from determination of the person authorized to damages. The advance payment is not deemed acknowledgment of responsibility of the Carrier and, in case of subsequent payments, it will be deemed a part of the total compensation. The advance payment shall not be returned to the Carrier, unless the Carrier proves that the damage was caused by negligence, omission or other incorrect conduct by the passenger the payment relates to or unless the advance payment was received by a person not entitled thereto under the laws in force.

c) In case of destruction, loss or damage to registered or unregistered luggage, the Carrier shall be held liable for damage to the amount of SDR 1,131.00 per one passenger, except the cases of usual wear and tear and except when the passenger's luggage has already been damaged or defective prior to the start of the journey.

The above limitation of responsibility for luggage to the amount of SDR 1,131.00 applies to the registered and unregistered luggage altogether with regard to the submitted receipts.

The Carrier shall not be responsible for damage to passenger's luggage caused by the luggage contents.

The Carrier shall not be responsible for damages to unregistered luggage and other items in personal custody of a passenger, unless the damage is caused by his fault or the passenger lost the opportunity to take care of his/her luggage. If the damage is caused by contributory fault of a passenger, the passenger and the Carrier will be held liable proportionally according to their involvement in the damage.

The Carrier shall not be liable for any damage, loss or harm caused by natural influences, death of animals or behaviour of animals, or by a defective casing for an animal or animal's inability to cope with different conditions of air transport considering the mental side.

The Carrier shall not be held liable for damage to fragile objects, objects d'art, musical instruments or perishable goods, further on for loss of Money, cheques, credit cards, jewels, precious metals, medicine, keys, mobile phones, dioptric and sun glasses, video cameras, cameras and other



electronic devices, marketable securities and securities or other valuables, commercial and personal documents, passports or other identification documents stored in registered luggage of a passenger, whether or not the Carrier is aware of it.

Indemnification of damage for failure to deliver registered luggage within 48 hours upon arrival in the country where the passenger does not have permanent residence is limited by Euro 50.00 per one registered luggage. The same shall not apply if the passenger has been provided with an emergency package.

5.1.4 Carrier's Responsibility for Damage during Transport of Goods

In case of destruction, loss, damage or delay of the goods Carrier's responsibility shall be limited to SDR 19.00 per one kilogram of the goods weight.

5.2 Method and Deadline for Claims

5.2.1 Passenger is obliged to immediately report damage to health, to unregistered luggage and to other personal belongings to the Carrier or an agent thereof who will put down a report thereabout. In case of later damage reporting, a passenger must prove causality between the reported damage and the respective transport. In case of serious injuries, the Carrier himself is obliged to report.

5.2.2 Passenger must claim the damage to luggage with the Carrier or his handling partner immediately upon arrival, however not later than within 7 days from collecting the luggage.

5.2.3 Damage to the transported goods must be claimed immediately, however not later than 14 days from their takeover in writing.

5.2.4 Claims resulting from liability for delay shall be raised in writing within 21 days from the day when the luggage or goods have been collected.

5.2.5 In case of failure to deliver the goods, a claim in writing shall be raised within 120 days from the day of air waybill issuance.

5.3 Provision of Personal Data

The Ordering Party is obliged to provide the Carrier with personal data of all passengers he/she makes reservation for and which data is designated by the Carrier as obligatory. Concluding a transport contract the Ordering Party and his/her passengers acknowledge and agree with the provision of his/her personal data provided to the Carrier in connection with the provision of air transport upon request by authorized state authorities to such state authorities pursuant to respective legal regulations.

The Ordering Party gives the Carrier the consent to personal data processing pursuant to Act No. 428/2002 Coll. Providing for personal data protection in the extent necessary for transport provision.

5.4 Final Provisions

5.4.1 The present Transport Terms and Conditions form an integral part of a transport contract concluded between the Ordering Party and the Carrier.

5.4.2 The transport contract between the Carrier and the Ordering Party as well as all relations connected therewith and resulting therefrom shall be governed by laws of the Slovak Republic.

5.4.3 In case of any doubt connected with translations of these Transport Terms and Conditions, their approved Slovak version shall apply.

5.4.4 These Transport Terms and Conditions shall become effective on the day of approval by the Ministry of Transport, Construction and Regional Development of the Slovak Republic.

Milan Hoholík
Executive Director
Air-Transport Europe, spol. s r.o.