

**ALIDAUNIA GENERAL CONDITIONS OF CARRIAGE
(PASSENGERS AND BAGGAGE)**

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GENERAL INFORMATION

ALIDAUNIA GENERAL CONDITIONS OF CARRIAGE (GCC)

The following GCC regulates the contract for the air carriage of persons and baggage (the "Contract").

Pursuant to the Contract, Alidaunia as contracting carrier (the "Carrier" - see "Definitions"), undertakes, upon payment of applicable fares:

- to provide the passenger with the agreed carriage according to the defined itinerary and schedule, carrying the passenger and their baggage from the place of departure to the place of destination, carrying the passenger and their baggage from the place of departure to the place of destination;
- to provide the passenger with a seat on the aircraft
- to ensure passenger's safety and protection;
- to take custody of passenger's checked baggage;
- to perform all other services accessory to carriage where necessary or agreed. Conversely, the passenger is required:
 - to pay the price of carriage unless Carrier's service is provided free of charge;
 - to comply with all instructions and warnings that Alidaunia may give with respect to the flight. An excerpt of the Contract provisions is contained in the Ticket.

ARTICLE 1: DEFINITIONS

Unless otherwise expressly indicated, the terms and definitions used in these GCC have the following meaning:

Agreed stopping place

It defines an interruption of travel at an intermediate place (i.e., at a place other than that of departure and destination), specified on the Ticket or on Alidaunia's timetables as a scheduled stopover during the itinerary.

Air carriage

It defines, under the Contract, the period during which the Carrier provides the service agreed with the Passenger. Such period begins from the start of Boarding operations and finishes at the end of disembarking operations.

Animals

It defines the live domestic animals that the Passenger brings with them. Depending on their kind, weight and size, animals may be transported in the passenger cabin or in specific compartments in the Cargo Hold of the aircraft.

Applicable Regulations (or in force)

It mainly refers to:

- the obligations of the Contract of Carriage, pursuant to the regulations between Alidaunia and the Passenger and the consumer protection pursuant to the Italian Civil Code (all regulations ratified by Royal Decree no. 262, March 16, 1942 and subsequent amendments);
- some conditions dealing with the termination of the Contract of Carriage via electronic modalities, pursuant to the Italian Law Decree no. 70, April 9, 2003 implementing EC 2000/311 Directive concerning some legal regulations for ICT services;
- criminal or disciplinary offence applicable to air carriage services, pursuant to the Navigation Code (all regulations ratified by Royal Decree no. 327, March 30, 1942 and subsequent amendments);
- as for the application and limitations of civil liability by the Carrier, pursuant to:
 - a) the Montreal Convention, referred to as the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 1999 and implemented in the European Community on June 28, 2004;
 - b) the EC Regulation 2027/97, October 9, 1997, dealing with the liability by the Carrier in case of accident, amended and integrated by EC Regulation 889/02, May 13, 2002;
- the obligations by the Carrier as for Passengers' compensation and assistance in case of denied boarding, flight cancellation or long delay, pursuant to EC Regulation no.26112004 of the European Parliament and the European Council, February 11, 2004;
- The right to privacy, pursuant to the Italian Law Decree no. 196, June 30, 2003, "Personal Data Protection Code";
- flight safety and any other element related to the modalities of carriage meant as general service for economic interest, pursuant to any:
 - law;
 - regulations;
 - dispositions issued by the competent public Authority as well as national and supranational institutions holding regulatory authority;
 - regulations or recommendations provided by Alidaunia;

Passengers shall be made the applicable regulations available such as, for purposes of example only, EASA regulations (European Aviation Safety Agency) and regulations issued by the Italian Interministerial Committee for Security (C.I.S.) or similar bodies.

Baggage Receipt

It defines a baggage identification tag placed on the baggage itself.

It indicates the name of the Passenger as well as the weight of the Baggage in the Passenger's name.

Boarding (or embarking) and disembarking operations

It defines the operations conducted by the Carrier or by its agents and servants to transfer Passengers from the air terminal to the aircraft and vice versa.

With regard to Passengers and Unchecked Baggage:

- boarding operations begin when Passengers leave the air terminal gate and end when they enter the aircraft;
- disembarking operations begin when Passengers leave the aircraft and end when they enter the air terminal.

With regard to Checked Baggage:

- boarding operations begin when baggage is received by the Carrier or by its agents and servants and end when baggage is loaded into the aircraft;
- disembarking operations begin when baggage is unloaded from the aircraft and end when baggage is returned to Passengers by placement on delivery belts.

Cabin

It defines the part of the aircraft that contains Passengers.

Cargo Hold

It defines the part of the aircraft used to contain Checked Baggage, cargo, and mail.

Carrier

It defines the legal person that performs air carriage.

Carrier's Internet Website

It defines Alidaunia's Internet Website (www.alidaunia.it); here, GCC as well as further and related information are available.

Checked Baggage (or delivered)

It is the baggage of which Alidaunia takes sole custody and for which the Carrier has issued a Baggage Check by placing an identifiable tag (Baggage Identification Tag) indicating the Passenger's name as well as the weight of Baggage in the Passenger's name.

Such baggage is carried gratuitously if its weight is less than or equal to the Free Baggage Allowance (see "Definitions"), even if it consists of more than one item or piece.

If the weight of Checked Baggage exceeds the Free Baggage Allowance the overweight (see "Definitions") shall be carried subject to payment of an additional fee. Animals taken in Alidaunia's custody for carriage are to be considered checked overweight baggage.

Baggage must always be of size, weight, shape and dimensions as indicated by the Carrier (cm 60hx40wx20d), and it must be placed in containers suitable for its safe carriage and handling (such as, for purposes of example only: suitcases, bags, backpacks, etc.) so that such carriage does not constitute carriage of cargo under applicable regulations (See "Definitions").

Consumer

It defines a Passenger who has purchased an air carriage ticket for a purpose other than their professional or business activity in case performed.

Coupon

It defines the Flight Coupon (See "Definitions") as well as the passenger coupon or receipt (See "Definitions").

Denied boarding

It defines the denial of carriage of a Passenger on a scheduled flight by the Carrier, even though the Passenger holds a confirmed booking on the above-mentioned flight, they shown up at the boarding gate in compliance with the appropriate modalities and the scheduled time as indicated by the Carrier (even in electronic form), unless there are legitimate and justifiable reason in order to deny boarding such as health or safety reasons, or inadequacy in the flight documentation provided.

Damage

It defines any economically assessable harm suffered by the Passenger or any goods carried by themselves following:

- any events occurred during the air carriage (See "Definitions");
- non-fulfilment or inaccurate fulfilment of service by the Carrier.

It shall consist of an attested and actual harm which can be financially assessed and related to the physical integrity of passenger's (See "Definitions") goods or their assignees with immediate effect (direct damage) and/or resulting as a loss of profit. Indirect or consequential damage shall be excluded from this applicability.

Electronic Coupon (e-coupon)

It defines a series of electronic data pertaining to the Flight for which the Contract is stipulated, contained in Alidaunia's computer systems, as well as in those of its agents and auxiliaries, or of other carriers that perform carriage in its place and on its behalf.

Fare

It defines the published fares, duly authorised by competent authorities if necessary, and available through the Carrier's distribution channels or on its web site.

Fares are shown in the appropriate box of the Ticket.

They are part of the total price that the passenger shall pay to the Carrier for the agreed carriage, along with any supplements, taxes and other expenses imposed by law.

Fares may involve specific conditions and/or restrictions - called "Fare Rules"- with regard to:

- Ticket validity and duration;
- Reservations and ticket issuance;
- Ticket refund rules;

that may integrate or change the provisions of these GCC; the customer is informed of any integration or change from time to time when a ticket is purchased.

Fare rules

see **Fare**

Flight coupon

It defines the portion of the Ticket bearing the notation "valid for carriage" (or, in case of electronic ticket, the Electronic Coupon - See "Definitions") that specifies the places between which the Passenger has the right to be carried.

Flight or Travel

It defines the itinerary of the agreed carriage, which may consist of one or more Segments.

Free baggage allowance

It defines the free carriage of checked baggage.

Any information on specific free baggage allowance is available at Alidaunia's public offices, through its product distribution channels, and on the Carrier's website (See "Definitions").

I.A.T.A.

It defines the International Air Transport Association, a private legal entity of which most of the world's commercial airlines are members. Further information is available at www.iata.org

I.C.A.O.

It defines the International Civil Aviation Organisation, an United Nations' agency dealing with the regulation of civil aviation. Further information is available at www.icao.int

Itinerary receipt

It defines the document granted to the passenger in case of issuance of an e-ticket (See "Definitions"), indicating their name and other useful flight information.

Passenger

It defines any individual who is not a member of the flight crew or cabin crew of the flight in question, carried or to be carried on an aircraft with Alidaunia's consent, normally upon payment of the applicable fare.

Passenger coupon or receipt

It defines the portion of the ticket to be retained by the passenger.

Segment

It defines any single flight segment.

Ticket

It is the document entitled "Passenger Ticket" issued by or on behalf of Alidaunia by authorised agents. It includes an excerpt of the GCC and all essential information, as well as flight coupons and Passenger's coupons.

The ticket shall represent the written evidence of the termination of the Contract of air carriage as provided for in the law. The ticket shall indicate the place, date, scheduled departure time and place of destination, the Passenger's name, the name and address of the Carrier as well as the maximum weight of the baggage.

Alidaunia may be indicated on the ticket with initials or an identification code of two or three letters, according to IATA (See "Definitions") criteria.

The ticket may consist:

- of a "paper" document that includes all flight coupons (See "Definitions") and the Passenger's coupon (See "Definitions");
- of documents attesting the issuance of an "electronic" ticket, such as, for example, itinerary receipt (See "Definitions"), electronic coupon (See "Definitions"), boarding pass, etc.

Time limits

It defines time reference points starting from which (commencement), during which (current period) or until which (deadline) the rights, obligations and provisions contained in the Contract may be exercised, shall be performed, or produce their effects.

ARTICLE 2: APPLICABILITY

Provided the part of other types of air carriage found in the general provisions to which the Contract is applicable, these GCC apply to all flights or segments of flights performed by Alidaunia with destinations either within or beyond the European Union for which the Carrier's name or identification code appears in the box of the ticket issued for such flights or segments of flights.

If carriage is performed pursuant to a charter contract of carriage, the G.C.C. shall apply only if expressly referred to in the contract and in the ticket. In case of conflict between these GCC and Carrier's Fare Rules or applicable laws, such laws shall prevail over these GCC.

The invalidity of any clause of these GCC according to applicable laws or government regulations shall not affect any other clause of these GCC. These GCC are subject to change and amendment for purposes of compliance with applicable laws. The text of the GCC reported on Carrier's website is the sole text to be kept into consideration for purposes of identifying the exact content of the Contract. Subject to the terms of these GCC, in case of non compliance between same and any of Carrier's procedures having a specific object, these GCC shall prevail over such procedure.

ARTICLE 3: TICKETS

3.1. The Carrier shall provide carriage, or refund the price thereof, only for the Passenger whose name appears on the ticket and legally holds the same. For reasons of security, the Carrier has the right to check if the person presenting the ticket is actually the person whose name appears on such ticket.

In all cases, the ticket is and remains the property of the issuing Carrier.

If the ticket is presented by a person other than the passenger having the right to be carried or refunded, the Carrier (subject to its right to withdraw the ticket) shall neither perform carriage nor refund the person who presents the ticket.

3.2. The non-electronic version of the ticket shows only an excerpt of these GCC, the full text of which is available on Carrier's website.

The Ticket shall represent the evidence of the termination of the Contract of air carriage between the Carrier and the Passenger as indicated in the same ticket.

The ticket is not a credit instrument and is not transferable by *inter vivos* act or for cause of death.

3.3. Unless the ticket is electronic, a passenger is not entitled to be carried unless they present a valid ticket with the flight coupon for the flight in question, all other unused flight coupons, as well as the passenger coupon. In addition, the passenger is not entitled to be carried if the ticket presented is mutilated, if it has been forged, or if it has been altered by anyone other than agents authorised by the Carrier. In case of an electronic ticket, the passenger shall have no right to carriage unless they provide data confirming that such ticket has been validly registered in their name.

Considering its economic value, the passenger shall take care of the ticket with due diligence and take appropriate measures to prevent its total or partial loss and its theft.

In case of loss, theft, or total or partial destruction of the ticket, the ticket shall not be refunded.

3.4. Some tickets are sold at discounted or special fares and may be non-reimbursable in whole or in part.

The Carrier shall adequately inform the passenger about the reimbursability of such fares and about the applicable fare rules.

In all cases, the passenger shall use due diligence when choosing the most appropriate fare for their needs.

3.5. The ticket purchased by the passenger is valid only for the segment or segments specified on the ticket, from the place of departure to the place of destination, including any agreed stopping place. The fare paid by the passenger refers to carriage as specified on the ticket. The fare and applicable rule, as defined in Art. 1, form an integral and essential part of the Contract.

The passenger shall not have any right to carriage if the flight coupons are not used in the order called for by the ticket, or if the passenger starts travel from one of the intermediate stopovers or from one of the agreed stopping places, unless the passenger gives Alidaunia prior notice of their intention and receives approval thereof.

3.6. The passenger must give the Carrier suitable advance notice if they wish to change the itinerary or any other aspect of the Contract. If such change is possible and implies an increased fare, the passenger shall be suitably notified of such surcharge so that they may choose to accept or reject it. If the passenger has to change an aspect of the contracted carriage due to causes of force majeure, they shall give the Carrier suitable advance notice of the expected departure date. The Carrier shall do its best to carry the passenger to the first agreed stopping place or to the final destination without changing the previously paid fare.

3.7. If the passenger intends to change the original carriage without Carrier's consent, the passenger shall be charged the fare for the changed carriage. The passenger shall have to pay any difference between the fare paid and the fare applicable to the changed carriage, if higher. The Carrier shall refund the passenger for the difference if the new applicable fare is lower. In case where the passenger cannot pay the higher difference in fare, the unused flight coupons shall not be honoured.

3.8. Some changes (such as choosing a new place of departure in case of non-use of the first flight coupon or reversing the direction of travel once begun) may imply a fare increase. Many fares are valid only on the dates and for the flights indicated on the ticket, and cannot be changed at all, or can be changed only upon payment of a surcharge.

3.9. Subject to laws regarding mandatory indications in corporate acts and correspondence, Carrier's name may appear in abbreviated form on the ticket and, specifically, may be reduced to the Carrier's identification code.

Alidaunia's registered office, the register of companies at which the company is registered, the registration number and the total share capital are indicated in Carrier's documents and correspondence.

ARTICLE 4: FARES AND OTHER EXPENSES

Fares apply only to carriage from the airport of departure to that of the final destination unless otherwise stated. Fares do not include ground transport services between airports and between airports and city terminals. The fare paid by the passenger shall be calculated on the basis of the Carrier's fare rules in force on the date the ticket is paid, for carriage to be performed on the dates and according to the itinerary specified thereon. If the passenger changes the itinerary or the dates, they may be required to pay a surcharge.

The fare rules applicable from time to time are available at the Carrier's offices open to the public, through its product distribution channels, and on Carrier's website.

If more than one itinerary is available at the same fare, the passenger has the right to arrange their preferred itinerary with the Carrier before the ticket is issued; such itinerary becoming that to be retained definitive.

The passenger shall pay all taxes and other additional charges applicable to carriage, not included in the fares, imposed by law or required by governmental authorities or by other competent authorities. The passenger shall be informed of such taxes and charges when the ticket is purchased. Taxes and charges on air services are subject to constant change and, therefore, if any tax or charge stated on the ticket is increased, or if a new tax or new charge is applied after the ticket has been issued, the passenger shall be required to pay the higher amount deriving from such increase or application up to the date of beginning of the travel. If any taxes or charges that the passenger duly paid to the Carrier when the ticket was issued, or subsequently up to the date of beginning of the travel, are reduced or abolished up to the date of beginning of the travel, the passenger has the right to request refund of the amount so paid.

The Carrier shall not be liable for any supplements for services connected to the issuance of tickets that may be requested by its agents or servants (such as travel agents). Fares, taxes and other additional charges are payable in the currency of the country in which the ticket was issued, unless the Carrier or its agents, representatives and servants request, before or at the time the ticket is paid for, that payment be made in another currency (for example, due to non-convertibility of the local currency) for just cause or other legitimate reason.

ARTICLE 5: BOOKING

5.1. The Carrier or its authorised agents shall record the passenger's reservation and give the passenger written confirmation if so requested by them.

Only the reservation confirmed in the system that the Carrier uses to record reservations for its flights shall be considered valid. The Carrier shall not be liable for any damage caused by lack of or mistaken recording if not attributable to Carrier's own negligence or with intent.

Some fare rules may include conditions that limit or exclude the passenger's right to cancel or change reservations on Carrier's flights.

5.2. In case the passenger does not pay the ticket price before the deadline for its issuance, as specified by the Carrier or by its authorised agents at the time of reservation, the Carrier may cancel the confirmed reservation.

5.3. If, for reason attributable to the passenger, the confirmed reservation is not cancelled by same by the deadline indicated by the Carrier or lapses due to failure to respect the rules referred to in Art. 6 below, the Carrier may require the passenger to pay a penalty to cover expenses incurred, provided the fare paid grants the passenger to book another flight.

5.4. Reservations for intermediate or return flights may be subject to confirmation within time limits specified by the Carrier. The passenger has the right to be informed by the Carrier or by its agents as to when and how the passenger shall confirm reservations for intermediate or return flights as well as reconfirmation modalities.

In case a passenger does not use a reservation on a flight without first notifying the Carrier, the Carrier may cancel the reservations for intermediate or return flights. On the other hand, in case the passenger gives the Carrier timely notice, the Carrier shall not cancel the reservations for intermediate or return flights.

Likewise, if the Carrier requests confirmation and the passenger provides no confirmation, the Carrier may cancel the reservations for intermediate or return flights. Nevertheless, in case the passenger gives the Carrier timely notice that they are still interested in utilising the intermediate or return flights, the Carrier shall restore the reservation and provide carriage for the passenger subject to availability of seating on the aircraft. In case of no available seating on the date chosen by the passenger, the Carrier shall do everything possible to carry the passenger to the next destination or the final destination on the next flight on which seating is available.

5.5. Through its reservation operations and passenger check-in, Alidaunia acquires personal data from passengers necessary to perform contractual obligations in respect of the same passengers.

The performance of such obligations necessarily entails that such data are accessed by Alidaunia's operative and commercial personnel, as well as by third-party service providers, the first as "Persons in Charge of the Processing" and the second as "Data Processors".

Alidaunia, as "Data Controller" for the subject data treatment, managed mostly through computers, informs its customers that such data shall be used exclusively for the above-described purposes.

For this reason, the passenger gives Alidaunia the authorisation to store and use such data, and to transmit them to its competent offices, to its authorised agents, to government authorities, to other carriers, and to the service providers referred to above.

Additional information on the identity of the Persons responsible and methods for the processing of personal data, as well as on the passenger's rights regarding treatment of their personal data, are available at Alidaunia's offices, product distribution channels, and on the Carrier's website.

ARTICLE 6: CHECK-IN AND BOARDING

6.1. The time limit for passenger check-in is 15 (fifteen) minutes before scheduled flight. Therefore, the passenger shall find out about such time limits and respect them. Arriving early for check-in procedures allows the Carrier and the passenger to go through formalities in the best manner.

6.2. Information on passenger check-in time limits is an integral part of the Contract, and is available from Carrier's official timetable, through distribution channels for the Carrier's products, on Carrier's website, or by contacting the Carrier or one of its authorised agents.

If no check-in time is indicated, the passenger shall arrive at least 30 (thirty) minutes prior to the scheduled departure time.

6.3. The Carrier reserves the right to cancel a confirmed reservation if the passenger shall not respect the time limit for check-in procedures. This right shall apply to the first flight indicated on the ticket as well as for subsequent flights.

6.4. The passenger shall arrive at the boarding gate no later than the time specified by the Carrier at check-in.

6.5. The Carrier may cancel the reservation if the passenger does not arrive at the boarding gate by the prescribed time.

6.6. The Carrier is not liable for any cost or expense incurred by a passenger who has not respected the terms and conditions of this article.

ARTICLE 7: REFUSAL AND LIMITATION OF CARRIAGE

The Carrier may refuse to carry any passenger or their baggage for security reasons, or if:

- a) it deems such action necessary to comply with the laws, regulations, or rules of any country of departure, destination, or to be flown over; or if carriage of their baggage could constitute a threat to the security or health of the other passengers, or could concretely make the flight of the other passengers or the crew insufficiently comfortable;
- b) passenger's conduct, age, physical or mental state are such as to:
 - require special assistance from the Carrier and the methods of such carriage were not agreed with the Carrier in advance; or
 - materially affect the comfort or provoke justified complaints from the other passengers; or endanger themselves or other persons or property; or
- c) such action is justified by the passenger's failure to follow instructions legitimately provided by the Carrier, or if the passenger was responsible for illegal or undisciplined conduct on a previous flight and there is risk that such conduct may be repeated;
- d) the passenger has refused to submit to security checks;
- e) the applicable fares, taxes owed, and any other accessory expense have not been paid, or if the passenger is not in possession of valid travel documents;
- f) the passenger shall not endorse a valid travel documents required to enter a transit country of the flight or to enter the final country of destination of the flight;
- g) the passenger has destroyed their travel documents during the flight or has refused to show flight crew travel documents;
- h) the ticket presented by the passenger:
 - was obtained illegally or was purchased from a party other than the Carrier or one of its authorised agents; or
 - was reported lost or stolen; or
 - was forged; or
 - was altered or made incomplete by a party other than the Carrier or one of its authorised agents even with regard to a single flight coupon;

- is in the name - specified in the "NAME OF PASSENGER" box - of a person other than the person who presents the ticket, provided that in such cases the Carrier has the right to withdraw the ticket;

Carrier's check-in of unaccompanied minors, disabled persons, pregnant women, ill persons, or other persons requiring special assistance is performed subject to prior agreement with the Carrier, which shall be duly informed by the passenger with regard to special needs at the time of reservation. Disabled passengers who have duly informed the Carrier of their special needs shall be carried in conformity to such special needs unless such carriage is impossible due to objective causes of force majeure.

ARTICLE 8: BAGGAGE

The passenger has the right to the carriage of baggage in free allowance within the limits and conditions established by the Carrier from time to time. Such limits and conditions are available on request at Alidaunia's authorised agents, via its product distribution channels, and on Carrier's website.

Upon delivery to Alidaunia of the baggage to be checked, the Carrier itself takes custody of such baggage and issues a baggage identification tag for each piece of checked baggage.

Checked baggage, within or in excess of the free baggage allowance, is carried on the same aircraft as the passenger unless not possible due to proven safety or operational reasons.

In such case, Alidaunia shall carry such baggage on the next available flight and shall deliver it directly to the passenger.

If checked baggage exceeds the free baggage allowance, the passenger shall pay a charge; such rates are available on request at Alidaunia's authorised agents, its product distribution channels, and on the Carrier's website.

Alidaunia undertakes to ensure that checked baggage shall be made available to the passenger for claim as quickly as possible at the place of destination or agreed stopover.

In case the passenger fails to claim their baggage, the enforceable law provisions regarding the incapability of Carrier to deliver the carried goods shall be applied.

ARTICLE 9: RESTRICTIONS REGARDING CONTENTS OF BAGGAGE

9.1. The following shall not be placed into the baggage:

- items that do not constitute baggage as defined in Art. 1 of these GCC;
- items that may constitute a hazard for the aircraft or for the persons or property on board including but not limited to:
 - working electronic devices; alarm-equipped briefcases; compressed gases (deeply refrigerated, flammable, non-flammable, poisonous) such as butane, oxygen, liquid nitrogen, camping gas, aqualung cylinders; corrosive agents such as acids, alkali, mercury

and wet cell batteries; explosives, weapons and munitions (unless for hunting or sport), pistol caps, fireworks and flares, as well as all similar looking toys; flammable liquids and solids, such as cigarette lighters and fuel for same, matches, paints, solvents; other dangerous objects, such as magnetic, hazardous or toxic materials, materials with an irritating or stinking smell, oxidants such as bleaching powder and peroxides; poisons and infectious substances, insecticides, weed killers, and materials with pathogenic agents; radioactive substances; alarm devices and any lithium batteries installed to power them; dry ice; underwater torches with batteries inserted;

- objects whose carriage is prohibited by regulations in force in the country of departure and in destination or in those flown over during carriage;
- items that in Alidaunia's opinion are unsuitable for carriage due to their weight, shape, size, characteristics or packing;
- live or dead animals, with the exception of the indications provided at point 9 of this Article with regard to animals.

9.2. Checked baggage cannot contain objects such as (for purposes of example only):

valuable, fragile, or perishable objects, cash, jewels, precious metals, silverware, computers and related accessories, electronic gadgets or devices for personal use, cameras and photographic equipment, negotiable securities, credit instruments, government securities, stock and bond certificates or other securities, work, business, or commercial documents, passports and other personal identification documents, sample collections, heirlooms, antiques, artisan or antique products, valuables, works of art, rare books, valuable publications or manuscripts.

Firearms and munitions for purposes other than hunting and sport cannot be carried as baggage. Such objects may be carried only in conformity to laws and government regulations concerning air transport security.

Biological liquids such as (for purposes of example only) blood, urine, semen, etc., cannot be carried as baggage.

9.3. In case the objects which are not acceptable as the above-mentioned baggage are actually included in the baggage, the Passenger shall not have any right to compensation for their loss or damage, provided the dispositions of this GCC concerning damage caused by the content of baggage.

9.4. The passenger shall have the right to carriage of:

- firearms and munitions for hunting and sport as checked baggage, provided they are unloaded, with safety lock on, and appropriately packed in conformity to applicable ICAO and IATA procedures;
- objects and products needed in relation to the passenger's state of health; medicines and cosmetics in quantities strictly limited to personal needs.
- Objects such as antique firearms, swords, knives and alike may be accepted only as checked baggage at the Carrier's discretion, and under no circumstances they shall be permitted in the passenger cabin.

The above conditions shall conform to security provisions and regulations in the countries of departure and destination and of the countries flown over, and to the modalities established by such provisions and regulations, as compatible with the company's ordinary means.

9.5. Subject to provisions regarding objects acceptable under certain conditions, the Carrier has the right to refuse to check in objects that are unacceptable as baggage or to refuse further carriage if and when it becomes aware of their presence on board the aircraft.

The Carrier has the right to refuse to carry as baggage any object that is unsuitable for carriage on the aircraft due to

its dimensions, shape, weight, content, peculiar characteristics, fragility, perishability, for security or operative reasons, or because it may inconvenience or disturb other passengers.

The Carrier has the right to refuse to check in baggage for carriage if, in its reasonable opinion, it is not adequately contained in luggage or in other containers appropriate to guarantee safe carriage.

9.6. For reasons linked to the security of the aircraft and the passengers, the Carrier may request the passenger to undergo physical checks and inspections by means of specific devices, and checks and inspections of their baggage by means of electronic or radiogenic devices. In case the passenger is absent, their goods may be inspected in order to verify the passenger hold (or their baggage) any objects which are not allowed to carriage under GCC, or firearms, ammunition or any other kind of firearm which have not been duly declared to the Carrier under GCC.

If the passenger does not agree to the above-mentioned requests, the Carrier reserves the right to refuse to carry the passenger and their baggage.

If an inspection or search conducted with electronic or radiogenic devices harm the passenger or damage their baggage, the Carrier shall not be liable to pay any compensation unless such harm or damage is attributable to its negligence.

9.7. Passenger's exercise of their rights under the Contract pertaining to the carriage and return of checked baggage is subject to their possession and presentation of the baggage receipt, given them at the time of check-in and bearing the name of the passenger to whom the Carrier undertakes the obligation of carriage, as well as the passenger's ticket number and the number of checked baggages carried.

If the person seeking to claim checked baggage is unable to produce the baggage receipt or to identify the baggage, Alidaunia shall return such baggage only if such person is able to give evidence and adequate proof of their right to claim such baggage. Alidaunia reserves the right to subject such return to the issuance of a specific written release that shall indemnify the Carrier against any and all further claims.

Receipt by the ticket holder of their checked baggage without any written complaint at the time of receipt indicates that the checked baggage has been delivered in good condition and in accordance with the contract of carriage.

9.8. The passenger has the right to travel with animals only if they are appropriately housed in containers designed for air carriage, as specified by Alidaunia, and have the required health and vaccination certificates, entry permits and other documents required by the countries of departure, destination, or transit.

If accepted as checked baggage, animals, with their container and food, shall not be included in the free baggage allowance but shall be considered excess baggage for which the passenger may be required to pay the applicable charge.

Guide dogs shall be carried free of charge in addition to free baggage allowance, according to procedures indicated by Alidaunia.

If the Carrier accepts animals for carriage, the passenger shall not be guaranteed any compensation or refund if such animals are denied entry and/or transit in a country of destination or transit.

In addition, the Carrier assumes no liability for the lack or invalidity of required health and administrative documents for animals, and the passenger shall be required to refund the Carrier for any and all sums it may have to pay as penalty or expense or damages due to such lack or invalidity.

9.9. In all cases of non-transportable objects, and in cases where the Carrier may refuse carriage or subject carriage to certain conditions, the passenger may request additional information from Alidaunia or from its authorized agents, or access it from Carrier's other product distribution channels or from its website.

ARTICLE 10: SCHEDULES, DELAYS AND FLIGHT CANCELLATIONS

10.1. The times indicated on Carrier's official timetables may be changed between the date of publication of the timetable itself and the date of beginning of travel. The Carrier does not guarantee the exactness of such times and, therefore, they shall not form part of the Contract.

10.2. At the time of reservation, the Carrier shall inform the passenger of the scheduled departure time of the flight in effect at the time of reservation, which shall be stated on the ticket.

In case the Carrier is forced to change the scheduled departure time of the flight, it or its authorised agents shall take all steps to publicise such change and to give passengers holding tickets with confirmed reservation sufficient advance notice of the schedule change with regard to such reservation. If Carrier's changes to the scheduled departure time are such that the passenger is no longer interested in the flight, and the Carrier is unable to book the passenger on an alternate flight acceptable to the passenger, the passenger may request the Carrier to refund the amount paid, in conformity to the terms and conditions of the GCC.

10.3. The Carrier shall adopt all possible and reasonably feasible means to avoid delays in carriage of the passenger and their baggage, as well as to avoid flight cancellations and denied boarding.

10.4. Concerning the passenger:

A) In case of delays:

- if Alidaunia may reasonably foresee one of their flights has a delay of 8 (eight) or more hours as compared to the scheduled departure time, Alidaunia shall be required to offer passengers a free meal (including drinks) in reasonable relation to the waiting time.

B) In case of cancellations, Alidaunia shall be required to provide passengers with free assistance choosing from a full refund (within seven days by cash, by electronic bank transfer or cheques/deposit) of the ticket fare, or a reservation on another flight with the same destination with comparable flight conditions.

If Alidaunia may reasonably foresee one of their flights is delayed for at least one entire day as compared to the scheduled departure time, the Carrier shall be required to offer passengers accommodation overnight (of the delay date).

ARTICLE 11: REFUNDS

11.1. Subject to the terms and conditions of the Articles above, the Carrier shall refund the ticket or any unused portion thereof, in conformity to applicable fare rules, as described below.

11.2. The ticket holder or the person who paid for the ticket shall have a right to refund. If the ticket was paid by someone other than the holder, the Carrier shall refund only such person or subject to their instructions, upon presentation of appropriate proof, and provided the ticket contains corresponding instructions.

Refund is returned by Alidaunia in good faith and without negligence to a person who appears to be the holder and/or purchaser of the ticket, is deemed to be correctly effected with respect to the person entitled.

Except in case of a lost ticket, the ticket holder/purchaser shall have a right to refund only when the ticket and all unused flight coupons are returned to the Carrier.

11.3. If the ticket is unused, the customer may claim for the full price of the ticket with the exception of the sums deducted provided for by subsection 10.3 only under the following conditions:

- a) if the flight is cancelled for reasons attributable to the Carrier;
- b) if the prosecution of flight is prevented by missed connecting flights caused by the cancellation of flight or discontinuation of service;
- c) if the customer cannot travel following a public order;
- d) if the client cannot use their ticket, only in case they have transmitted their waiver to travel via fax at Alidaunia's offices (+39 0881619660) at least 7 (seven) days before departure. In case of claim, the date and time on the fax mail shall be a proof of conveyance.

Refund in cases a), b) and c), under forfeiture, shall be claimed before the expiration date of the ticket; the passenger shall ask the ticket office personnel to note the non-utilisation of the ticket as soon as the circumstance that prevented the flight to be used occurs.

The refund request can be claimed at any authorised ticket offices which issued the ticket. In that case, the office concerned shall execute the request, subject to written authorisation by the Carrier.

The regulations in this subsection and in the following subsection may take in consideration some exceptions concerning particular conditions applied to single fares, as well as specific promotional actions or diversified fares in relation to the offer proposed.

In case of refund, administrative charges in the amount of EUR 10.00 (ten/00) are at the expense of the applicant; charges shall be withheld from the overall refund.

11.4. The passenger may claim for a partial refund of the ticket within its period of validity, only under the following conditions:

- a) if the client cannot use their ticket, only in case they have transmitted their waiver to travel via fax at Alidaunia's offices (+39 0881619660) at least 4 (four) days before departure. In case of claim, the date and time on the fax mail shall be a proof of conveyance.

In case of refund, administrative charges in the amount of EUR 10.00 (ten/00) are at the expense of the applicant; charges shall be withheld from the overall refund.

11.5. Total refund shall not apply:

- when passenger did not have transmitted their waiver to travel at least 7 (seven) days before departure, therefore did non depart (so-called No Show).

Partial refund shall not apply:

- when passenger did not have transmitted their waiver to travel at least 4 (four) days before departure, therefore did non depart (so-called No Show).

11.6. Subject to the terms of the previous sections, In case of loss, theft, or total or partial destruction of the ticket, the ticket shall not be refunded.

ARTICLE 12: CONDUCT ABOARD AIRCRAFT

- 12.1.** If a passenger aboard the aircraft: - conducts themselves so as to endanger the safety of the aircraft;
- disturbs the other passengers and the crew or acts in such a way as to cause a disturbance;
 - causes damage to the aircraft or baggage, or harms the other passengers or crew;
 - obstructs the crew in the performance of its duties;
 - disregards the crew's instructions about proper behaviour on board or respect of in-flight procedures;

Alidaunia may take appropriate measures to prevent or limit continuation of such conduct, including restraint within legal limits, and may disembark the passenger concerned or refuse to continue the carriage.

In addition to the above, Alidaunia reserves the right to report a passenger who acts in the above described manner if such action shall represent a criminal or disciplinary offence under applicable law.

12.2. The passenger undertakes to follow Alidaunia's instructions that, for reasons of flight safety, prohibit or limit the on-board use of electronic devices such as, for purposes of example only:

cell phones, personal computers, portable recorders, portable radio devices, CD players, electronic games, receiver-transmitter devices, including remote-controlled or radio-controlled toys and walkie-talkies.

The above does not include medical devices such as hearing aids or pacemakers essential to the passenger's health, about which Alidaunia must be informed in advance.

12.3. The passenger also undertakes to follow Carrier's rules that prohibit smoking on its aircraft.

ARTICLE 13: ADMINISTRATIVE FORMALITIES

The passenger shall hold the necessary travel documents and must comply with laws, regulations, orders, rules, and conditions emanated by the country of departure, destination, or transit. Therefore, they shall have no right to any damages or refund from the Carrier due to consequences deriving from the lack or falsity of such documents or visas or from the infringement of such laws, regulations, orders, rules, and conditions.

The passenger also undertakes to allow Alidaunia to make a copy of such documents for purposes of complying with national, international, and foreign immigration laws. Alidaunia shall guarantee that the data contained therein shall be processed in conformity to laws and government regulations for the protection of privacy.

The passenger shall undertake to show Alidaunia all documents required by the laws, regulations, orders and rules of the country of departure, transit, and destination, and shall make certain that they valid.

The passenger who lacks the above-mentioned documents or who presents documents that are not in order shall lose their right to carriage.

Whenever a passenger is denied entry in a country, such passenger shall reimburse Alidaunia for any and all fines or other money-penalties issued, as well as all costs and expenses incurred as a result of such denied entry.

Moreover, the passenger shall not have any right to a refund of amounts paid for carriage to the place of denied entry or expulsion.

The passenger shall submit themselves to all ordinary security checks legitimately conducted by competent authorities, by other authorised parties, or by the Carrier.

In case of physical harm to the passenger or damage to their baggage caused by equipment used for security checks not conducted directly by Alidaunia or not managed by it, the passenger shall not have any right to damages from the Carrier unless its fault is duly proved.

The passenger shall also undertake to permit inspections of their person and baggage by Customs Officers, as well as by other governmental authorities or competent parties, including on request by Alidaunia, if based on objective reasons of security.

The passenger shall not have any right to damages from Alidaunia for any harm to their person or damage to their baggage during the inspections referred to above, unless Carrier's fault is duly proved.

The passenger shall not have any right to carriage if they oppose such inspections.

ARTICLE 14: LIABILITIES FOR DAMAGE (PASSENGERS)

14.1. The air carriage of persons and baggage is regulated by the following dispositions:

- (1) EC Regulation no. 202/97, amended and integrated by EC Regulation no. 889/02;
- (2) the Montreal Convention, provided that the carriage is defined as international under the Convention;
- (3) other national and international laws, where applicable; (4) these GCC.

14.2. the Carrier shall be liable for damage sustained in case of death, wounding or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

14.3. Carrier's shall not be able to exclude or limit its liability for damage sustained in case of death or bodily injury of a passenger not exceeding SDR 250,000 (two hundred and fifty thousand) (about EUR 300,000).

14.4. The Carrier shall not be liable for damage in case of death or bodily injury of a passenger exceeding SDR 250,000 (two hundred and fifty thousand) (about EUR 300,000).

14.5 If the passenger's age or physical and/or mental state are such that air carriage implies any risk or danger for such passenger, the Carrier shall not be liable for the worsening of such state, or for the arising of any illness, injury, disability, or death, that can be attributable to such state.

14.6 Alidaunia's insurance coverage for liability to passengers is adequate and conforms to applicable laws.

ARTICLE 15: LIABILITIES FOR DAMAGE (BAGGAGE)

15.1. The Carrier is liable for damage sustained in case of destruction, loss or damage to checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier.

However, the Carrier shall not be liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.

15.2. If the Carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of 21 (twenty-one) days after the date on which it should have arrived, the passenger is entitled to enforce against the Carrier the rights deriving from the contract of carriage.

15.3. In case of unchecked baggage, the Carrier is liable if the damage derives from its fault or that of its employees or agents.

15.4. In the carriage of both checked and unchecked baggage, the liability of the Carrier in case of destruction, loss, or damage is limited to SDR 1,131 (one thousand and thirty-one) per passenger (about EUR 1,400).

15.5. Provisions regarding the limits of Carrier's liability in case of destruction, loss or damage of both checked and hand baggage shall not apply if it is proved that the damage resulted from an act or omission of the Carrier, its employees or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of an employee or agent, it is also proved that such employee or agent was acting within the scope of their employment.

15.6. The Carrier shall not be liable for personal injury and damage to the passenger's baggage caused by the contents of such baggage. The Passenger whose baggage has caused injury to another passenger or damage to another passenger's baggage or to Carrier's property shall compensate the Carrier for all such damage and the expenses deriving thereof.

15.7. The Carrier shall not be responsible for damage caused to checked baggage if the latter is not included in the definition of checked baggage as provided for in this GCC.

In particular, the Carrier shall not be liable for damage or loss of valuable, fragile or perishable objects, cash, jewels, precious metals, silverware, negotiable securities as well as commercial or business documents, sample collections, passports and other identity documents which have been included in the Passenger's checked baggage contrary to Art. 9 of this GCC.

15.8. If the weight of checked baggage is not recorded on the baggage check, it is assumed that the total weight of checked baggage shall not exceed the weight allowance for the service class in question.

**ARTICLE 16:
LIABILITY OF CONTRACTING CARRIER: COMMON RULES**

16.1. The Carrier shall not be liable towards the claimant or their assignees who caused damage or contributed with their negligence, wrongful act or omission if it proves that negligence, wrongful act or omission caused damage or contributed to damage.

When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the Carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger.

16.2. The Carrier shall not be liable for damage that may result from its or the passenger's compliance with laws, regulations, orders and instructions from authorities.

16.3. In no case Carrier's liability can exceed the amount of damage proved. The Carrier shall not be liable for indirect or consequential damages, understood as damages that are not foreseeable as normal effects of Carrier's default or wrongful act, nor the Carrier shall be liable for damage that the passenger could have prevented by using ordinary diligence.

16.4. Any exclusion or limitation of Carrier's liability shall also apply to its agents, employees, assistants and servants, provided it is proved that they acted within the scope of their employment, as well as any person - and its agents, employees or representatives - whose aircraft is used by the Carrier.

16.5. Unless otherwise established to the contrary, no rule contained herein shall cause or imply Carrier's waiver of any exclusion or limitation of liability provided the Carrier under the Montreal Convention or under other applicable laws.

**ARTICLE 17:
TERMS FOR CLAIMS AND LEGAL ACTIONS**

17.1. Receipt by the person entitled to delivery of checked baggage without complaint shall represent evidence that same has been delivered in good condition and in accordance with the document of carriage.

17.2. In case of damage to checked baggage (destruction, deterioration, tampering, total or partial loss, delay), the person entitled to delivery shall:

- as soon as the damage is discovered, immediately file a report with the Carrier at the airport of destination, using the appropriate form that includes a detailed list of the contents of the baggage, and
- complain within 3 (three) days from the date of receipt of checked baggage in the manner specified by the Carrier or by its authorised agents when the damage report is filed. In case of delay, the complaint shall be filed at the latest within 7 (seven) days from the date on which the baggage has been made available.

If the damage can be noted when checked baggage is received, the person entitled to delivery shall make an immediate complaint. Otherwise, when the complaint is presented the passenger shall prove that the damage occurred during the period in which the Carrier had charge of the checked baggage, and not before or after such period.

17.3. The complaint shall be written and presented or transmitted by the above-mentioned deadlines.

In the absence of an immediate report, where possible, and of a complaint by such deadlines, no action shall be brought against the Carrier, unless the Carrier has committed fraud.

17.4. With regard to the carriage of passengers, the right to damages shall be extinguished if an action is not brought within 7 (seven) days from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date the carriage was interrupted. The method of calculation of that period shall be determined by the law of the court appointed to the case.

In case of checked baggage, the right to damages shall be extinguished if an action is not brought within 7 (seven) days from the date of delivery or from the date that delivery should have been made. The method of calculation of that period shall be determined by the law of the court appointed to the case.

17.5. In the carriage of passengers and baggage, any action for damages under the contract of carriage, can only be brought subject to the conditions and such limits of liability as provided for in the Montreal Convention and implemented by these GCC, without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights.

In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable.

17.6. An action for damages must be brought, at the option of the claimant, before:

- 1) the court of the domicile of the Carrier, or
- 2) the court of Carrier's principal place of business, or
- 3) the court where the Carrier has a place of business through which the contract was stipulated, or
- 4) the court of the place of destination.

In respect of damage resulting from the death or injury of a passenger, an action may be brought before one of the courts mentioned in the previous paragraph.

Questions of procedure shall be governed by the law of the court appointed to the case.

ARTICLE 18: MODIFICATIONS AND WAIVERS

When the ticket is reserved, the passenger is informed that no agent, employee, or servant of the Carrier has the power to substitute, change, or cancel the rules in these GCC.

No clause in these GCC may be interpreted as a waiver of Carrier's legal obligations.