



General Conditions of carriage

Including Regulation (EC) 261/2004

When booking a flight that is being operated by the operating carrier Air Mediterranean S.A., or when boarding a charter flight that is being operated by Air Mediterranean S.A. as operating carrier, you as passenger agree to the following general conditions of carriage for passengers and baggage:

ARTICLE 1: DEFINITIONS

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

Agreed Stopping Place means a scheduled stop by the Carrier which is located between the Place of Departure and the Place of Destination as shown in the Schedules.

Airline Designator Code means the code issued by IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown amongst others on the Ticket.

Authorized Agent means an individual or legal entity that is authorized by the Carrier to represent the Carrier in the sale of passenger transportation by the Carrier or by another Carrier if said agent is so authorized.

Baggage means both Checked Baggage and Unchecked Baggage, unless otherwise specified.

Baggage Check means the identification stub issued by the Carrier which pertains to the Carriage of Checked Baggage.

Baggage Identification Form or Baggage Tag means a tag issued by the Carrier for the purpose of identifying Checked Baggage and that includes a portion that is affixed to the Baggage (“Baggage Tag”) and another portion that is issued to the Passenger for the identification of said Baggage (“Baggage Check”).

Beneficiary (see Person Entitled to Compensation)

Carriage means carriage of passenger and/ or baggage, gratuitously or for reward.

Carrier means Air Mediterranean and/or any other carrier, for which the Airline Designator Code (MV) appears on the Ticket or on a Conjunction Ticket.

Checked Baggage means Baggage of which the Carrier has agreed to take custody and for which a Baggage Identification Form has been issued.

Check-In Deadlines means the time limit, as specified for each flight and before which Passengers must have carried out their check-in formalities and received their boarding card or pass.

Confirmed Reservation means that the Passenger has a Ticket which contains:

- a. in the case of a paper Ticket, a specification of the number, date and time of the flight and the notation “OK” in the appropriate space, or;
- b. in the case of an Electronic Ticket or paperless transport document, an indication that the Reservation has been registered and confirmed.

Conjunction Ticket means a Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single Contract of Carriage.

Contract of Carriage means the declarations and provisions attached to the Ticket and to the Itinerary and Receipt and these General Conditions of Carriage as well as notices to Passengers.

Convention means as applicable:

- (a) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929.
- (b) The Hague Protocol of 28 September 1955, which amended the Warsaw Convention.
- (c) The Guadalajara Supplementary Convention of 18 September 1961.

(d) Montreal Protocols 1, 2 and 4 (1975), which amended the Warsaw Convention.

(e) A combination of the aforementioned Conventions and Protocols.

(f) The Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

Damage includes death, bodily injury to a Passenger, damage due to delay, partial loss or other damage of whatsoever nature arising out of or in connection with Carriage or other services performed by Carrier incidental thereto.

Days means the calendar days that include the seven days of the week, it being understood that in the event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a Ticket, the date of Ticket issue or the flight departure date are not counted.

Air Mediterranean means the public limited liability company Air Mediterranean Airlines S.A, incorporated under the laws of Greece, having its statutory seat in Athens and registered office at 140Vouliagmenis Avenue, Glyfada,16674, Attica, Greece.

Electronic Coupon means an electronic Flight Coupon or other value document held in Carrier's database

Electronic Ticket means the Itinerary/Receipt issued by or on behalf of the Carrier, the Electronic Coupons and, if applicable, a boarding document.

Fares mean the fares, charges, levies, costs, taxes (whether or not imposed by governments), fare conditions and/or the conditions of carriage of the Carrier whether or not filed by the Carrier with the governments that require this (including but not limited to the tariff regulations as applicable in the United States of America and Canada).

Force Majeure means extraordinary circumstances which could not have been avoided despite all reasonable due care and attention exercised.

IATA (International Air Transport Association) means the International Air Transport Association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

HCAA means the Hellenic Civil Aviation Authority, based at HCAA, 1 Vasileos Georgiou Street, Elliniko P.C. 16604, Greece.

Interior Flight or Domestic Flight means any flight for which the departure and arrival town are within the same State, within territorial continuity.

International Flight means, as defined by the Convention, any flight for which the Place of Departure and Place of Destination and, possibly, the Stopover, are located on the territory of at least two States that are parties to the Convention, notwithstanding Agreed Stopping Places or aircraft changes, or within a single State if a Stopover is scheduled in another State regardless of whether said other State is or is not party to the Convention.

Itinerary and Receipt means one or more documents that the Carrier issues to the Passenger, where the Passenger uses an Electronic Ticket that bears his/her name, information on the flight and notices to Passengers. The Travel Memo may also be termed "Itinerary and Receipt".

Operating Carrier means the carrier who actually operates the flight.

Overbooking means a flight where the number of passengers holding a Confirmed Reservation and presenting themselves for check-in within the required time limit and as stipulated exceeds the number of available seats.

Passenger(s) mean(s) any persons, except members of the crew, carried or to be carried and who is/are in possession of a Ticket, or a Charter Ticket pursuant to a Charter Contract.

Passenger Coupon or Passenger Receipt means the portion of the Ticket, issued by the Carrier or in its name, which is identified as such and must be retained by the Passenger.

Passenger with Reduced Mobility means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all Passengers.

Person Entitled to Compensation means the Passenger or any person who can claim compensation on behalf of said Passenger, in accordance with the applicable law.

Place of Departure means the departure point from which travel initially commences as shown on the Ticket (for example airport, or such other departure point shown on the Ticket).

Place of Destination means the arrival point where the passenger reaches his ultimate stopping place as shown on the Ticket (for example airport, or such other arrival point shown on the Ticket).

Reservation means that a Passenger holds a Ticket, or other proof, which states that the Reservation has been accepted and recorded by the Carrier.

Schedules or Schedule Indicators means the list of departure and arrival times for the flight, as shown in the schedule guides published by the Carrier, or under its authority, or as brought to the attention of the public by electronic means.

Special Declaration of Interest means the declaration made by the Passenger when handing over the Baggage to be checked, which specifies a value that is higher than that fixed as a liability limit by the Convention, against payment of a surcharge.

Special Drawing Right (SDR) means a unit of account of the International Monetary Fund (IMF) the value of which is periodically defined by the IMF on the basis of the listed prices of several reference currencies.

Stopovers mean the points, with the exception of the Place of Departure and Place of Destination, shown on the Ticket or mentioned in the Schedules as stopovers planned on the Passenger's itinerary.

Unchecked Baggage or "Cabin Baggage" means all Baggage, including personal items, other than Checked Baggage. This Unchecked Baggage remains in the custody of the Passenger.

Charter Contract means the operation whereby the contracting carrier (Contractual Carrier) instructs another carrier (Operating Carrier) to perform all or part of the carriage pursuant to a charter agreement between the Contractual Carrier and the Operating Carrier, and also means the commercial agreement whereby any third party (for example a tour operator or travel agent) as Contractual Carrier has concluded an agreement with the Passenger or another person and entrusts the Operating Carrier with performing all or part of the Carriage in connection with package travel, package holidays and package tours, including under Directive 90/314/EEC. The "Contractual Carrier" in this respect is the charterer, travel agent or tour operator with whom the Passenger enters or has entered into an agreement for carriage.

Charter Ticket means a ticket, in electronic form or otherwise, issued pursuant to a Charter Contract.

ARTICLE 2: SCOPE OF APPLICATION

1. General Provisions

(a) Except as provided in Paragraphs 2 and 4 below, the General Conditions of Carriage apply to all flights, or portions of flights, for which the Air Mediterranean Airlines Designator Code appears in the "Carrier" box of the Ticket or of the corresponding Coupon.

(b) These General Conditions of Carriage also apply to free or reduced-fare carriage, except as otherwise provided for in the Contract of Carriage or in any other contractual document that links Air Mediterranean to the Passenger.

(c) All Carriage is subject to the General Conditions of Carriage and to the Carrier's Fares in force when the Ticket is issued or, if said date cannot be determined, on the date of commencement of Carriage covered by the first Flight Coupon of the Ticket.

(d) These General Conditions of Carriage have been drawn up pursuant to the Montreal Convention of 28 May 1999 and the European law in force.

2. Charters

(a) If the Carriage is performed pursuant to a Charter Contract, these General Conditions of Carriage shall also apply, whether or not they are attached to, incorporated in or mentioned by reference or otherwise, on the Charter Ticket.

(b) Charter Tickets are only valid for Carriage on the dates indicated on the Charter Ticket and/or Coupon and shall not be valid unless the charter price, including, if applicable, taxes, levies, charges, increases and the like have been paid for by the Contractual Carrier to the Operating Carrier in full or until credit arrangements established by the Operating Carrier have been complied with by the Contractual Carrier. Charter Tickets are non-refundable and non-endorsable and if refunds are made by the Operating/Carrier, they shall only be made to the Contractual Carrier pursuant to the terms of the applicable Charter Contract. The Operating Carrier/Carrier will never be liable towards the Passenger in any way, in particular for any loss, damage or disbursement, if the Contractual Carrier has not met with its contractual obligations towards the Operating Carrier/Carrier as a result of which the Carriage does not commence.

(c) Charter Tickets may have conditions which limit and/or exclude the Passenger's right to make, change or cancel reservations.

(d) The following articles of these General Conditions of Carriage do not apply to Carriage pursuant to Charter Contracts: Article 3.1(a), Article 3.2, Article 4.1, Article 5.1, and 5.2.

3. Code Shares

On some flights the Carrier might have arrangements with other carriers, generally known as 'code share'. This means that other airlines may operate a flight even though the Air Mediterranean Designator Code is mentioned in the Ticket. These General Conditions of Carriage also apply to such transportation. If such arrangement applies, the Passenger will be advised of the carrier operating the aircraft at the time he makes a reservation or at the latest during check-in.

4. Predominance of the Law

These General Conditions of Carriage are applicable to the extent that they are not contrary to mandatorily applicable laws or to the Fares, in which case, said laws or said Fares shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of the other provisions.

ARTICLE 3: TICKETS

1. General Provisions

(a) Carriage will only be provided to the Passenger named on the Ticket. The Carrier reserves the right to check the identity documents of the Passenger.

(b) A Ticket may not be transferred, subject to applicable law, in particular rules and regulations concerning package holidays. If a person other than the Passenger named on the Ticket presents a Ticket for Carriage or refund purposes, the Carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Ticket and later on it is established that that person is not the Passenger named on the Ticket.

(c) Certain Tickets, which are sold at reduced rates are partially or totally non-refundable. It is up to the Passenger to ascertain whether his/her Ticket is in whole or in part refundable and, where applicable, to take out appropriate insurance to cover the risks associated therewith.

(d) As the Ticket is subject to mandatory formal conditions the Ticket shall at all times remain the property of the issuing Carrier.

(e) A Ticket will not be issued until the applicable fare has been paid or until credit arrangements established by Carrier have been complied with. With the exception of Electronic Tickets, Passengers shall only be carried if they are able to present a valid Ticket that contains the Coupon that corresponds to the flight concerned and all other unused Coupons, as well as the Passenger Coupon. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or one of its Authorized Agents shall not be valid for Carriage. For Electronic Tickets, Passengers must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket was issued in their name.

2. Coupon Order of Use

(a) Carrier will honor Coupons only in sequence from the Place of Departure as shown on the Ticket. The fare that the Passenger paid corresponds to the route stated on the Ticket and the usage of the complete routing shown on the Ticket forms an essential part of the Contract of Carriage. The Contract of Carriage excludes the cancellation of individual parts (Coupons) of the journey. Except as otherwise provided for in the Fare conditions, the Ticket will not be accepted and shall lose all value and validity if the Coupons are not used in the order in which they are issued (for example if the Passenger does not use the first Coupon and embarks at a point which is not the Place of Departure, or embarks at an airport mentioned in the Ticket without having used any of the previous Coupon(s)).

(b) In the event that the applicable Fare conditions allow a change in the departure or arrival point for the journey by the Passenger (for example, if the Passenger does not use the first Coupon), this may result in a change in fare. Numerous Fares are only valid on the dates and for the flights specified on the Ticket.

3. Changes Requested by a Passenger

(a) Except as otherwise provided for in the Fare conditions, the Passenger cannot change any aspect of his itinerary (for example the Place of Departure, a Stopover or the Place of Destination as mentioned in the Ticket). In the event that the applicable Fare conditions allow a change of the itinerary the fare will be recalculated and the Passenger will then have the possibility of accepting the new fare or keeping the original Carriage as shown on the Ticket. If a Passenger has to change his/her Ticket due to a reason that constitutes Force Majeure, the Passenger must, as soon as possible, inform the Carrier thereof who shall then use reasonable efforts to ensure Carriage to the next Stopover or to the Passenger's destination, without any change in fare.

(b) In the event that the applicable Fare conditions allow a change in the itinerary the Carrier shall, subject to the applicable Fare conditions, adjust the fare in light of this change

and the Passenger must then pay the difference between the fare that corresponds to the itinerary purchased and the price of the new itinerary. If the new fare is less than the previous fare, the Carrier shall refund the difference. In any event, the old Coupons shall no longer have any value.

(c) Each Coupon shall be valid for Carriage in the class specified on the Ticket, on the date and for the flight that corresponds to the Reservation made. If a Coupon is originally issued without reference to a Reservation, a Reservation may be made subsequently in accordance with the Fares in force and within the limit of the seats available on the flight requested.

4. Identification of the Carrier

The Carrier identification may be shown as an abbreviation on the Ticket using its Airline Designator Code or in any other form. The Carrier's address is deemed to be that of any one of its registered offices or principal place of business.

ARTICLE 4: FARES, FEES, TAXES AND CHARGES

1. Fares

Except as otherwise provided for, fares apply solely to the Carriage from the airport at the Place of Departure to the airport at Place of Destination. Fares do not include ground carriage between airports and between airports and town terminals. The fare shall be calculated in accordance with the Fares in force on the Ticket purchase date, for a journey scheduled on the dates and for the itinerary shown on said Ticket. Any change in itinerary or journey date may have an impact on the applicable Fare.

The applicable Fares are those published by the Carrier or calculated thereby, in accordance with the fare conditions in force for the flight(s) shown on the Ticket from the Place of Departure to the Place of Destination, for the relevant class of carriage, on the Ticket purchase date.

Except as otherwise provided for in the Contract of Carriage or in any other contractual document, the Fares shall apply exclusively to the journey provided for in said Contract of Carriage or in said document.

2. Fees, levies, taxes and charges

All fees, taxes, levies or charges imposed by governments, by any other authorities or by the airport operator or by the Carrier shall be paid by the Passenger. When purchasing their Ticket, Passengers will be informed of said fees, taxes, levies or charges, which, in most cases, will be shown separately on the Ticket. Said fees, taxes, levies or charges may be created or increased after the Ticket purchase date. In this case, the Passenger must pay the corresponding amount. Inversely, if the fees, taxes, levies or charges are reduced or abolished, the Passenger may be refunded for the reduced or abolished amounts.

3. **Payment Currency**

The fares, taxes, fees and charges are payable in the currency of the country where the Ticket was purchased, unless another currency is specified by the Carrier or its Authorized Agent when the Ticket is purchased or beforehand (for example, due to local currency not being convertible). Moreover, the Carrier may, at its discretion, accept payments in another currency.

ARTICLE 5: RESERVATIONS

1. **Reservation Requirements**

(a) The Passenger has a Confirmed Reservation if the Reservation is accepted and recorded by the Carrier or its Authorized Agent in the relevant computerized reservation system. If requested, the Carrier shall provide a Reservation confirmation.

(b) Certain Fares may be subject to conditions that limit or exclude the possibility of changing or cancelling Reservations.

2. **Ticketing Time Limit**

If a Passenger has not paid for the Ticket before the specified ticketing time limit indicated by the Carrier or its Authorized Agent, the Carrier shall be entitled to cancel the Reservation without notice and to allocate the seat to another Passenger.

3. **Personal Data**

To the extent the applicable law permits, the passenger authorizes the Carrier to retain any personal data which have been given to the Carrier or its authorized agents for the purposes of making a reservation for Carriage, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention / detection systems, for

facilitating immigration and entry requirements, and to make such data available to Government Authorities such as Customs and Immigration Authorities and Federal and State Authorities, if they so require. Carrier is further authorized to transmit such data worldwide for said purposes to its own offices, its authorized agents, other Carriers, the providers of ancillary services or Government Authorities, in whatever country they may be located.

4. **Reconfirmation of Reservations**

(a) Reservations for onward or return flights may be subject to reconfirmation. The Carrier shall state when reconfirmation is required and how to reconfirm. If Passengers do not reconfirm, the Carrier may cancel their Reservations for the onward and/or return flights. However, if Passengers inform the Carrier that they still wish to travel and if there are available seats on the flight concerned, the Carrier shall reinstate the Passenger's Reservation. If there are no available seats on said flight, the Carrier shall endeavor to transport the Passenger to the Stopover or to their Place of Destination at a later time or date.

(b) If, during their journey, a Passenger uses the services of several Carriers, it is his/her responsibility to check with each Carrier if reconfirmations are required. If so, then reconfirmation must be provided by the Passenger to the Carrier whose Airline Designator Code appears on the relevant Flight Coupon.

5. **Cancellation of Reservations on an Onward or Return Flight**

If Passengers do not check in for a flight, the Carrier shall be entitled to cancel their Reservations for the onward or return legs, unless the Passenger has informed the Carrier in advance and in compliance with the Fare conditions (see, in particular, Article 3.2 "Coupon Order of Use").

ARTICLE 6: CHECK-IN/BOARDING

1. **Check-In Deadlines**

Check-In Deadlines vary from one airport to another. Passengers should check Check-In Deadlines beforehand. Passengers must imperatively comply with Check-In Deadlines in order to facilitate their journey and avoid being refused boarding of/access to the aircraft. The Carrier or its Authorized Agent shall provide Passengers with all requisite information

on the Check-In Deadline for their (first) flight with the Carrier. If the Passenger's journey contains subsequent flights, it is up to the Passenger to obtain information on the other Check-In Deadlines, if any.

2. **Timely arrival at check-in desk**

Passengers must arrive at the Carrier's check-in desk sufficiently in advance of the flight in order to carry out all the formalities and these formalities should, in any event, be completed by the Passenger before the Check-In Deadline specified by the Carrier.

If a Passenger fails to meet the Check-In Deadline the Passenger shall not be entitled to travel. The Carrier shall then be entitled to cancel the seat reserved for such Passenger and to dispose of the seat as the Carrier sees fit, without any liability toward the Passenger.

3. **Timely arrival at boarding gate**

Passengers must arrive at the Carrier's boarding gate sufficiently in advance of the flight in order to carry out all the formalities and these formalities should, in any event, be completed by the Passenger at the latest at the time specified by the Carrier. If a Passenger fails to meet the aforementioned boarding gate deadline the Passenger shall not be entitled to travel. The Carrier shall be entitled to cancel a Passenger's reservation and seat reserved for such Passenger if the Passenger is not present at the boarding gate at the time specified without any liability toward the Passenger.

4. **Seat Allocation**

The Carrier shall make reasonable efforts to meet seat allocation requests but cannot guarantee the allocation of a given seat. The Carrier reserves the right to change the seat allocation at any time, including after boarding, for operating, security or safety reasons.

5. **Limitation of liability**

The Carrier cannot be held liable in any way, in particular for any loss, damage or disbursement, if a Passenger has not complied with the conditions of this article.

ARTICLE 7: REFUSAL AND LIMITATION ON CARRIAGE

1. **Right to refuse carriage**

The Carrier may refuse to transport Passengers and their Baggage, if one or more of the following cases has occurred or is likely to occur:

(a) Carrier in its reasonable discretion determines that such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over.

(b) The Passenger has expressed himself in such a way or displayed such behavior that doubt exists with respect to safety. Such expression or behavior includes the use of threatening, abusive or insulting language towards ground staff or crew and Passengers threatening to endanger or who have already endangered the safety of one or more persons, goods or the aircraft itself (which includes those who make a hoax bomb threat).

(c) The Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present discomfort, a hazard or risk to him/herself, the other Passengers, the crew or property.

(d) The Passenger is, or appears to be in the unlawful possession of drugs.

(e) The Passenger has compromised security, order and/or discipline when checking in for the flight or, for connecting flights, during a previous flight and the Carrier has reason to believe that such conduct may be repeated.

(f) Immigration and/or customs authorities and/or any other government authority informed the Carrier (either orally or in writing) that the Passenger is not allowed to travel and/or the Carrier has notified the Passenger (either orally or in writing) that the Carrier will not carry the Passenger on his flights, for a certain period or forever. This includes situations in which the Carrier has received a negative travel advice regarding the Passenger from such authority, for example in cases where the Passenger is suspected of (intent to) drug smuggling and situations where the authorities have notified the Passenger in writing that Carrier shall no longer carry the Passenger on its flights.

(g) The Passenger has refused to undergo the security checks, including, without limitation, those specified in Articles 8.5 and 8.6 below or has refused to provide proof of his identity.

(h) The Passenger does not appear to be in possession of valid travel documents, may seek or has sought to enter a country through which he may be in transit, or for which he does not have a valid entry document, has destroyed travel documents during the flight, has refused to allow copies thereof to be made and kept by the Carrier, or the Passenger's travel documents have expired, are incomplete in light of the regulations in force, or appear

to be fraudulent or otherwise suspicious (for example: usurpation of identity, forgery or counterfeiting of documents).

(i) When checking in or boarding, the Passenger requires special assistance that was not requested when the travel arrangement was made, or which the Carrier cannot reasonably provide.

(j) The Passenger did not comply with the instructions and regulations concerning security and/or safety.

2. Special Assistance

(a) Carriage of Passengers with Reduced Mobility, Passengers with hearing/ visual impairments or cognitive disability, expectant mothers, elderly passengers, passengers with illnesses, or any other person who requires special assistance, is subject to the Carrier's prior consent. Carrier reserves the right to require a medical certificate with regard to particular medical conditions.

(b) Passengers with disabilities who, when purchasing their Ticket, inform the Charterer of the flight or their Travel agent of their disability or of any special need for assistance and who are accepted by the Carrier in full knowledge thereof, cannot be refused boarding due to their disability or their special needs. Passengers with disabilities must inform the Carrier or their Travel Agent of their disability at least 48 hours (or 2 business days) prior to the scheduled time of flight departure in order to allow the airport authorities in both departure and arrival airports to organize the assistance required.

Passengers must specify: – The nature of their handicap, – Their identity and of their accompanying parties, – The kind of assistance required (wheelchair to the steps of the aircraft, or to the top of the steps, or right to their seat) – If necessary, the sort of wheelchair that will be presented for check-in (electric or manual, folding or not folding), its weight and complete dimensions when folded, listed in the following order : length x width x height, and, for electric wheelchairs, the nature of the batteries (dry, humid or lithium). The Carrier will offer appropriate advices and organize to the best of its ability the necessary assistance for Passengers with Reduced Mobility, or persons with illnesses, who will be accepted for carriage, unless their carriage would induce insufficient safety for themselves, the other passengers, or the members of the crew.

(c) If a Passenger requires a special meal, he/she must enquire as to the availability thereof well in advance. Otherwise, the Carrier cannot guarantee the presence of said special meal

on board the flight concerned. If certain requests cannot be met, the Carrier cannot be held liable in any way on this ground.

(d) If a Passenger has a medical background, it is recommended that the Passenger consult a doctor before taking a flight and take all necessary precautions. Failure to do so shall be for the Passenger's risk and account.

(e) The specific services referred to in this paragraph 2 are not part of the Contract of Carriage and must be considered as being Ancillary Services, as defined by Article 11 below. Moreover, if a request that corresponds to the cases referred to in paragraphs (a), (b) and (c) above is made when checking in, the Carrier shall in no way be liable if it cannot fulfill said request. In this case, the Carrier is entitled to refuse boarding to the Passenger, in accordance with the provisions of paragraph 1 of this article.

ARTICLE 8: BAGGAGE

1. Items Unacceptable as Baggage.

(a) The passenger shall not include in his baggage:

items which are likely to endanger the aircraft or persons or property on board the aircraft, such as explosives, compressed gases, corrosives, oxidizing radio-active or magnetized materials, materials that are easily ignited, poisonous, offensive or irritating substances, liquids (other than liquids in the passenger's unchecked baggage for his use in the course of the journey), or those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), and in Carrier's Regulations; items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over; items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items; live animals, except as provided for in Paragraph 10 of this Article.

(b) If the passenger is in possession of, or if his baggage includes any arms and/or munitions, he shall present them to Carrier for inspection prior to commencement of carriage. If Carrier accepts such items for carriage it may require them to be delivered to and remain in its custody until the passenger's arrival at the airport building at the place of destination.

(c) The passenger shall not include in checked baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines or drugs.

(d) Various countries have implemented restrictions on the carriage of liquids, aerosols and gels in compliance with new guidelines set by the ICAO. For further information on the restrictions imposed by the list of countries, please contact our customer services department.

(e) If any items referred to in Subparagraph (a), (b) or (c) of this Paragraph are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of baggage.

2. **Right to Refuse Carriage.**

(a) Carrier may refuse carriage as baggage of such items described in Paragraph 1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

(b) Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.

(c) Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance.

(d) Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.

3. **Right of Search.**

For reasons of safety and security, Carrier may request the passenger to permit a search to be made of his person and his baggage, and may search or have searched the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether he is in possession of or whether his baggage contains any item described in Paragraph 1(a) above or any arms or munitions which have not been presented to Carrier in accordance with Paragraph 1(b) above. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage and the sole recourse

against Carrier for the passenger so refused shall be a refund calculated in accordance to carriers regulation.

4. **Checked Baggage.**

(a) Upon delivery to Carrier of baggage to be checked Carrier shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

(b) If baggage has no name, initials or other personal identification, the passenger shall affix such identification to the baggage prior to acceptance.

(c) Checked baggage will be carried on the same aircraft as the passenger, unless Carrier decides that this is impracticable, in which case Carrier will carry the checked baggage on Carrier's next flight on which space is available.

5. **Free Baggage Allowance.**

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's Regulations.

6. **Excess Baggage.**

The passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in Carrier's Regulations.

7. **Excess Value Declaration and Charge.**

(a) A passenger may declare a value for checked baggage in excess of the applicable liability limits. If the passenger makes such a declaration the passenger shall pay the applicable charges.

(b) Except as otherwise provided in Carrier's Regulations, excess value charges shall be payable at the point of origin for the entire journey to final destination; provided that if at a stop-over enroute a passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover to final destination shall be payable.

(c) Carrier will refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by another Carrier which does not offer the facility.

8. **Unchecked baggage.**

(a) Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.

(b) Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be charged for separately.

9. **Collection and Delivery of Baggage.**

(a) The passenger shall collect his baggage as soon as it is available for collection at places of destination or stopover.

(b) Carrier shall deliver checked baggage to the bearer of the baggage check upon payment of all unpaid sums due to Carrier under the contract of carriage. Carrier is under no obligation to ascertain that the bearer of the baggage check is entitled to delivery of the baggage and Carrier is not liable for any loss, damage, or expense arising out of or in connection with its failure so to ascertain. Delivery of baggage will be made at the destination shown in the baggage check.

(c) If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, Carrier will deliver the baggage to such person only on condition that he establishes to Carrier's satisfaction his right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.

(d) Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

10. **Animals**

Will only be carried when explicitly accepted for Carriage by the Carrier. In the event that the Carrier agrees to carry the Passengers' animals, this Carriage shall in any event be subject to the following conditions:

(a) Dogs, cats, birds and other pets must be properly crated and accompanied with valid documents, such as health and vaccination certificates and entry or transit permits. Carrier

reserves the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

(b) If accepted as Baggage, the animal and its container shall not be included in the free baggage allowance, but constitute excess baggage for which the Passenger must pay the fare in force.

(c) Animals trained to assist government officials, rescue teams, or Passengers with Reduced Mobility and accompany such Passengers, will be carried free of charge, together with container, in addition to the applicable free baggage allowance.

(d) If the carriage is not subject to the Convention's liability system, the Carrier shall not be liable for the injury, loss, delay, illness or death of an animal it agreed to carry, unless said Damage is solely due to the gross negligence or willful misconduct of the Carrier.

(e) It is the full responsibility of the Passenger to obtain and present all the documents required by the authorities of the destination or transit country. The Carrier will not agree to carry animals that do not have the requisite documents. The Carrier shall not be liable for the injuries, losses, delays, illnesses or death of the animals carried in the event that the animal is refused entry into or passage through any country, state or territory unless solely caused by gross negligence or willful misconduct of the Carrier. Passengers who travel with such animals must reimburse the fines, loss, compensation and all costs and damage incurred by Carrier due to such a situation.

The Carrier shall at all times be entitled to set such additional conditions as it deems appropriate in its discretion.

11. [Dangerous Goods](#)

Passengers are not permitted to carry the following articles into the security restricted area and the cabin of an aircraft:

Guns, Firearms & Weapons. Any object capable, or appearing capable, of discharging a projectile or causing injury, including:

All firearms (Pistols, Revolvers, Rifles, Shotguns etc.)

Replica and Imitation firearms

Component parts of firearms, (excluding telescopic sighting devices & sights)

Air pistols, rifles and pallet guns

Signal flare pistols

Starter pistols

Toy guns of all types

Ball Bearing Guns

Industrial Bolt and Nail Guns

Cross bows

Catapults

Harpoon & Spear Guns

Animal Humane Killers

Stun or shocking devices e.g. cattle prods, ballistic conducted energy weapons (taser)

Lighters shaped like a firearm

Pointed/edged Weapons & Sharp Objects. Pointed or bladed articles capable of causing injury, including:

Axes & hatchets

Arrows & darts

Crampons

Harpoons & Spears

Ice axes & ice picks

Ice skates

Lockable or flick knives with blades of any length

Knives, including ceremonial knives, with blades of more than 6 cm, made of metal on any other material strong enough to be used as a potential weapon.

Meat cleavers

Machetes

Open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge)

Sabers, Swords & swordsticks

Scalpels

Scissors with blades more than 6cm in length

Ski and Walking/ Hiking poles

Throwing stars

Tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, box cutters, utility knives, all saws, screwdrivers, crowbars, hammers, pliers, wrenches/spanners, blow torches

Blunt instruments. Any blunt instrument capable of causing injury, including:

Baseball and softball bats

Clubs or batons rigid or flexible e.g. Billy clubs, blackjacks, night sticks & batons

Crickets Bats

Golf Clubs

Hockey sticks

Lacrosse sticks

Kayak and Canoe paddles

Skateboards

Billiard, snooker and pool cues

Fishing rods

Martial arts equipment e.g. knuckle dusters, clubs, coaches, ice flails, nun chucks, kubatons, kubasaunts

Explosives and flammable Substances. Any explosive or highly combustible substances which pose a risk to the health of passengers and crew or the security /safety of aircraft or property, including:

Ammunition

Blasting caps

Detonators & fuses

Explosives and explosive devices

Replica or imitation explosive military stores

Grenades of all types

Gas & gas containers e.g. Butane, propane, acetylene, oxygen in large volume

Fireworks, flares in any form and other pyrotechnics (including party poppers and toy caps)

Non safety matches

Smoke generating canisters or cartridges

Flammable liquid fuel e.g. Petrol/gasoline, diesel, lighter fluid, alcohol, ethanol

Aerosol spray paint

Turpentine & paint thinner

Alcoholic beverages exceeding 70% by volume (140% proof)

Chemical and Toxic substances. Any chemical or toxic substances which pose a risk to the health of passengers and crew or the security / safety of aircraft or property, including:

Acids and Alkalis e.g. spoilable wet batteries

Corrosive or Bleaching Substances- e.g. mercury, chlorine

Disabling or Incapacitating sprays- e.g. mace, pepper spray, tear gas

Radioactive material- e.g. Medicinal or commercial isotopes

Poisons

Infectious or biological hazardous material- e.g. Infected blood, bacteria and virus

Material capable of spontaneous ignition or combustion

Fire extinguishers

The following articles shall not be placed in Checked Baggage:

Explosives, including Detonators, flares, grenades, mines and explosives

Gases: Propane, butane

Flammable liquids, including Gasoline, methanol

Flammable solids and reactive substances, including Magnesium, firelights, fireworks, flares

Oxidizers and organic peroxides, including Bleach, car body repair kits

Toxic or infectious substances, including Rat poison, infected blood

Radioactive material, including Medicinal or commercial isotopes

Corrosives, including Mercury, vehicle batteries

Vehicle fuel system components which have contained fuel

Liquids carried in Unchecked Baggage –E.U. security measures

As of 06/11/2006, security measures were put into effect at all airports in the European Union (European Commission Regulation 1546/06) regarding liquids carried in Unchecked Baggage.

According to the European Regulation, such items (e.g. water, alcohol and beverages, gel, cream, glue, lotion, perfume, shampoo, mascara, lip gloss, hair spray, toothpaste, shaving foam, aerosols, contact lens solution, honey, marmalade, soup, olive oil, any other item of similar consistency) have been added to the list of prohibited articles that you may not carry on board, unless conditions are met.

The European Regulation is applied in addition to the existing rules for items that are not allowed to be carried on board an aircraft and affects only the liquid items in your Unchecked Baggage and not Checked Baggage.

REMEMBER THAT THIS IS NOT A COMPLETE LIST OF HAZARDOUS MATERIALS. CARRYING DANGEROUS GOODS ABOARD AN AIRCRAFT IS AN OFFENCE AND MAY BE SUBJECT TO PENALTY. IN CASE OF EVENTUAL DOUBT, ASK CARRIER FOR CLARIFICATIONS.

12. Special Note

Food in semi-solid or liquid condition: make sure you have packed it in wooden boxes lined in with absorbent material in order to protect Damages to third parties from possible leakages. We would also draw your attention to the regulations of certain countries restricting food importation. The following items should not be included in your Checked Baggage, but should be carried with you at all times: medicine, jewellery, money, securities, negotiable papers, deeds, any kind of documents, identity documents, keys, mobile phones, electronic devices, computers, samples, and in general personal items, and other valuable and fragile items.

ARTICLE 9: SCHEDULES, DELAYS AND FLIGHT CANCELLATIONS

1. Schedules

The flights and flight schedules mentioned on the Tickets have no contractual value, are not definitive and are liable to be changed after their issuing date. In this case, Passengers will be informed if the Carrier has their contact details. Passengers are nevertheless requested to check with the Carrier, before their scheduled departure date, that the flight Schedules shown on their carriage Ticket or their Travel Memo have not changed.

2. Cancellation, Rerouting, Delays

The Carrier will take all reasonable measures to avoid cancellation, rerouting or delay in carrying the Passenger and his Baggage. In order to prevent a flight cancellation or delay, Carrier may arrange for a flight to be operated on its behalf by an alternative carrier and/or aircraft and/or other means of transport.

3. Passenger delays

In case of passenger delay, the Carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures(force majeure). The liability for passenger delay is limited to 4,150 SDRs (exchange rate approx. EUR 5.384,74).

4. Passenger Rights

Pursuant to Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and repealing Regulation (EEC) No 295/91 a Passenger may qualify for certain passenger rights in case of denied boarding, cancellation or delays.

4.1 Overbooking for flights departing from an airport within the EU

For flights departing from an airport within the EU, you as a passenger have in case of over booking the rights as established in EC-Regulation 295/91. If EC-Regulation 261/2004 is applicable, your rights are subject to this regulation.

4.2 Should more passengers hold confirmed reservations for a particular flight than the capacity available, and should we have to refuse carriage to you as a result of such overbooking, you will receive compensation provided that:

- (a) You hold a properly-issued Ticket and we or our Authorized Agent confirmed the reservation with due regard to all applicable regulations, and
- (b) You reported to check-in within the specified time.

We may seek passengers willing to voluntarily forgo carriage on a flight for which they hold a confirmed reservation in return for appropriate compensation.

When assigning the seats available on an overbooked flight, we will give priority to unaccompanied minors and to sick or disabled passengers. We will assign seats to the remaining passengers in the order in which they checked in for the flight. We may also establish other nondiscriminatory criteria when assigning such seats.

If you are denied boarding on departures from an airport within the EU according to EC-Regulation 261/2004, you have the following rights:

1. reimbursement of the fare paid for the unused Flight Coupon or
2. rebooking on an alternative flight to your place of destination as stated in your Ticket on either the first available flight or at a later date, whichever you prefer.

For flights subject to EC-Regulation 261/2004 different compensations will apply. We will compensate you for denied boarding in the national currency of the point at which boarding is denied.

You will receive your denied boarding compensation in the form of a cash payment.

In addition to the above, we will reimburse you in the event of denied boarding for:

1. One phone call and one e-mail or fax message
2. Reasonable costs for meals, except alcoholic drinks and accommodation incurred by you while waiting for carriage
3. The costs of all transfers within the airport area
4. The costs of all transport between the new and the original destination airport, in cases where a city or region is served by more than one airport

The payment of denied boarding compensation and benefits will not limit your further statutory rights.

Exceptions

We will not be obliged to compensate you in the event of denied boarding as specified in 4.1 above if you are flying on the flight concerned free of charge or on a reduced-fare ticket which is not available either directly or indirectly to the public, or if circumstances prevail which entitle us, in accordance with these Conditions of Carriage and the relevant legal provisions, to refuse your carriage.

ARTICLE 10: BEHAVIOR ON BOARD AIRCRAFT

1. General

The Carrier reserves the right to assess, in a reasonable manner, the behavior of the Passenger on board the aircraft, and to estimate according to the circumstances whether said behavior is likely to obstruct, threaten, or endanger one or more persons, items of property or the aircraft. The Passenger must not obstruct the crew from performing their duties and must comply with the crew's instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the Passengers. The Passenger must, in Carrier's reasonable opinion, refrain from behaving in such a manner to which other Passengers may reasonably object.

2. Electronic devices on board

For safety and security reasons, the Carrier may prohibit or limit the use on board the aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled game and walkie-talkies, except for hearing aids and pacemakers.

3. Alcohol or drugs

On board the aircraft, the Passenger shall not be under such influence of alcohol, drugs or any other substance and, or behave in a way that is likely to cause discomfort, inconvenience, endanger or threaten to endanger one or more persons, items, property or the aircraft, or behave in such a way that the other Passengers could reasonably object thereto.

4. **Smoking**

Smoking (including conventional cigarettes, electronic- or other artificial forms of smoking) is strictly prohibited on board the aircraft.

5. **Consumption of alcohol**

The Carrier may limit or prohibit the consumption of alcohol on board the aircraft. Consumption of any alcoholic beverages carried into the aircraft by the Passenger is prohibited.

6. **Consequences**

If a Passenger does not comply with the provisions of this Article, the Carrier may take measures it considers to be suitable and reasonably necessary in this situation in order to prevent such behavior from continuing. To this end, the Carrier may use restraining measures, disembark the Passenger at any stage of the flight, refuse onward carriage of the Passenger at any point and, or report the Passenger to the local authorities.

7. **Legal action**

If a Passenger does not comply with the provisions of this article (and with those of Article 7 on carriage refusal and limitation) or commits a criminal or reprehensible act on board the aircraft, the Carrier reserves the right to take legal action against said Passenger and claim damages.

8. **Liability**

If as a result of Passenger's behavior, Carrier diverts the aircraft to an unscheduled place of destination, Passenger must pay the Carrier the reasonable direct and indirect costs and expenses of such diversion.

ARTICLE 11: PROVISIONS FOR ANCILLARY SERVICES

If the Carrier, within the scope of the Contract of Carriage and subject to the applicable law, agrees to provide for ancillary services other than carriage by air, or if the Carrier issues a ticket or voucher for carriage or other services, such as, for example, hotel reservations or car hire, the Carrier will only do so as an agent for a third party (unless explicitly agreed otherwise) and will not be the Passenger's counterparty for these services. The carriage or sale conditions that govern the activities of said third parties will be applicable.

1. **Ground carriage services**

If a party provides ground carriage services (bus, train, etc.), different liability systems may apply to said ground carriage. The conditions of carriage and the liability systems are available, upon request, from the party that provides the ground carriage.

2. **Train carriage Services**

If the Carrier offers a Passenger rail carriage services, the Carrier is only acting as an agent, even if such carriage is identified under the Airline Designator Code. The Carrier is not liable for Damage to Passengers and their Baggage during carriage by rail.

3. **Services on board**

The Carrier shall make reasonable efforts to meet Passengers' expectations concerning the services provided on board the aircraft, in particular drinks, special meals, etc. However, the Carrier may not be held liable if for reasons beyond the control of Carrier or for reasons linked to security or safety suitable services are not available or provided, even if such services have been confirmed by the Carrier or its Authorized Agents.

ARTICLE 12: ADMINISTRATIVE FORMALITIES

1. **General Provisions**

(a) Passengers are responsible and liable for procuring all the specific documents, visas and permits required for their journey, and to comply with all provisions of law (laws, regulations, decisions, requirements and provisions) of the departure, arrival and transit States, as well as with the Carrier's regulations and the instructions relating thereto.

(b) The Carrier shall not be liable for the consequences suffered by Passengers in the event of failure to comply with the obligations referred to in paragraph (a).

2. **Acceptable Documents**

According to Technical Security Directive No. (1) – 1st TSD, which is part of the National Civil Aviation Security Program (EPAPA) and was published in the Government Gazette on 24 August 2016, issue no. 2607, the boarding pass must be in the name of the person who presents it and to this end the airline is responsible for verifying identification of departing passengers on the basis of either a passport or identification card issued by police. Children

are also required to carry their own passports, even infants under two years old. It should be noted that passengers are wholly responsible for acquiring and being in possession of the appropriate valid and lawful travel documents before travelling, along with any other documents required, such as entry visa, residence permit, or authorization under the Electronic System for Travel Authorization (ESTA) when travelling to the USA under the Visa Waiver Program. Air Mediterranean S.A. or its subsidiaries are not responsible for any direct, indirect, coincidental, specific, property or accessory damage that occurs as a result of passenger inability to procure the appropriate travel documents before travelling.

(a) Passengers are required to present entry, exit and transit documents, as well as health and other documents required by the applicable regulations (laws, regulations, decisions, requirements and provisions) in the departure, arrival and transit States. Passengers are moreover required to allow the Carrier to make a copy of said documents, if required, or to record information contained therein.

(b) The Carrier reserves the right, in accordance with Article 7.1, to refuse carriage if a Passenger does not comply with the laws and regulations in force, if the Carrier has doubts as to the validity of the documents presented, or Passenger does not permit Carrier to take and retain copies of any documents or otherwise retain data contained in the relevant documents.

(c) The Carrier shall not be liable for losses or expenses suffered by Passengers who do not comply with the provisions of this Paragraph.

3. Refusal of Entry

If a Passenger is refused entry into a territory or country, the Passenger must pay all the charges or fines imposed on the Carrier by the local authorities, as well as the price of the carriage if the Carrier, due to a government order, is required to return the Passenger to his/her departure location or elsewhere. The price paid for the carriage to the destination for which entry to the territory was refused shall not be refunded by the Carrier. For reasons of safety and good order the captain and/or the escorting police may hold the relevant travel documents of the Passenger under its custody during the flight to his place of departure or elsewhere.

4. Passenger Liability for Fines, Detention Costs, etc.

If the Carrier has to pay or deposit a fine or penalty or incurs expenses of any kind due to the noncompliance, whether voluntary or involuntary, by a Passenger with the law in force in the countries concerned, or due to his/her failure to present any required document, or the presentation of invalid documents, the Passenger must, at the Carrier's first request,

reimburse the amounts thus paid or consigned and the disbursements incurred. For this purpose, the Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Carrier.

5. **Customs Inspections**

(a) Passengers may be called on to be present at the inspection of their Baggage (delayed, checked or unchecked) at the request of the customs or any other government authority. The Carrier shall not be liable for Damage or losses suffered by Passengers who fail to comply with this provision.

(b) Passengers shall indemnify the Carrier if any action, omission or negligence on their part causes Damage to the Carrier, including, without limitation, any failure to comply with the provisions of this paragraph or to enable the Carrier to inspect their Baggage.

6. **Security Checks**

(a) Passengers are required to submit themselves to the security (and safety) checks required by the government or airport authorities, as well as those requested by the Carrier.

(b) The Carrier cannot be held liable for refusing to transport a Passenger if said refusal is based on the reasonable view that said refusal is warranted by the law, government regulations and/or applicable requirements.

ARTICLE 13: LIABILITY IN THE EVENT OF ACCIDENT

1. **General**

(a) The liability of the Carrier for Carriage performed under these General Conditions of Carriage is subject to the liability rules laid down by the Montreal Convention of 28 May 1999, and Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents, as regards the carriage of passengers and their baggage.

(b) To the extent that the following provisions do not conflict with the other provisions in these Conditions, and regardless of whether or not the Convention is applicable:

(b.1) The Carrier's liability is limited to Damage that occurred during Carriage for which its Airline Designator Code appears on the Coupon or the Ticket that corresponds to the flight. If the Carrier issues a Ticket for a carriage service performed by another carrier or if the Carrier checks in Baggage on behalf of another carrier, the Carrier shall only act as an agent for said other Carrier.

(b.2) The Carrier shall be liable only for recoverable compensatory damages for proven losses and costs.

(b.3) The Carrier is not liable for Damage that results from compliance by the Carrier with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or failure to comply with said same provisions by the Passenger.

(b.4) The Contract of Carriage, including these General Conditions of Carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Carrier, the Carrier's Authorized Agents, Carrier's directors and employees, its agents, its representatives and the owner of the aircraft used by the Carrier, as well as the directors, staff, employees and representatives of said owner and agents. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.

(b.5) If Carrier proves that the Damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation or whose rights he/she exercises or from whose rights such person derives its right, the Carrier shall be wholly or partially exonerated from its liability to the extent that such negligence or wrongful act or omission caused or contributed to the Damage. This paragraph applies to all the liability provisions in these Conditions of Carriage.

(b.6) Except as expressly otherwise provided for, none of these provisions shall constitute a waiver of any exclusion or limitation of liability of the Carrier and/or the owner whose aircraft is used by the Carrier, and their respective directors, staff, employees, agents or representatives in accordance with the Convention and mandatory applicable law.

2. Provisions in case of injury or death

(a) The Carrier is liable for the Damage sustained in the event of the death or bodily injury suffered by a Passenger if caused by an accident that occurred on board the aircraft or in the course of any embarking or disembarking operations as defined by the Montreal Convention.

(b) The Carrier shall not be liable for Damage in the following circumstances:

If a Passenger is carried whose age or mental or physical condition involves any hazard or risk to himself, Carrier shall not be liable for personal injuries such as illness, injury, disability or death, or any aggravation of such illness, injury or disability, provided such personal injuries are attributable to such condition.

(c) For damages arising under Article 13.2.1(a) not exceeding 100,000 SDR's for each Passenger, Carrier shall not exclude or limit its liability. Carrier shall not be liable for damages under Article 13.2.1(a) to the extent that they exceed for each Passenger 100,000 SDR's if the Carrier proves that:

(c.1) such damage was not caused by negligence or other wrongful act or omission of Carrier or its employees or agents; or

(c.2) such damage was solely caused by negligence or other wrongful act or omission of the claimant, the Passenger whose rights are being exercised or from who the rights are being exercised derive or a third party.

(d) The Carrier reserves all rights to remedies and subrogation against all third parties.

(e) In the event of death or bodily injury resulting from an air accident, as defined by Article 28 of the Convention and pursuant to Article 5 of Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 19 October 1997, the Passenger (hereinafter identified as Beneficiary) shall benefit from an advance payment to enable him/her to meet his/her immediate needs, which advance payment shall be in proportion to the material damage suffered. Said advance shall not be less than the equivalent in euros of 16,000 SDR per Passenger in the event of death. Subject to applicable law, said advance shall be paid within 15 days of the identification of the Beneficiary.

Pursuant to Article 5 of Regulation (EC) No 889/2002 of 13 May 2002 and Article 28 of the Montreal Convention of 28 May 1999, the payment of such advance or any early payment shall not constitute any recognition of liability and said amounts may be offset against any amounts which subsequently become due by the Carrier.

Said advance is not refundable except where proof is provided that negligence or any other wrongful act or omission of the person requesting compensation or of the person whose rights they hold caused the Damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.

3. Damage as a result of Delays and Cancellations

(a) Solely proven direct Damage that directly results from a delay is compensable; all consequential Damage or any other form of Damage other than compensatory Damage is excluded. The Passenger must prove the existence of Damage resulting directly from the delay.

(b) The liability of Carrier in respect of Damage caused by delay and/or cancellation in the carriage by air of the Passenger shall be limited to 4,150 SDR's for each Passenger.

(c) The liability of Carrier in respect of Damage caused by delay and/or cancellation in the carriage by air of Baggage shall be limited to 1,000 SDR's for each Passenger.

(d) Notwithstanding the provisions of subparagraphs (a) and (b) of this Paragraph, Carrier shall not be liable for damage occasioned by delay and/or cancellation if Carrier proves that it and its employees and agents took all measures that could reasonably be required to avoid the Damage, or that it was impossible for it or them to take such measures.

4. Liability of the Passenger

The Passenger is liable for all damages or losses of the Carrier or its directors, staff, employees, agents, (including Authorized Agents) or representatives, caused or contributed to by the negligence or other wrongful act or omission of the Passenger.

5. Complains

If a passenger has a complaint, that passenger should contact Air Mediterranean in the first instance:

(a) In writing: Air Mediterranean Customer Relations Department 140, Vouliagmenis Avenue, Glyfada 16674 Athens, Greece

(b) by e-mail: customerservice@air-mediterranean.com

(c) by telephone: [+30 210 8947373](tel:+302108947373) (Monday to Friday, 09:00 – 17:00 local time)

(d) by Fax: +30 210 8947371

In case that Air Mediterranean is unable to resolve passenger's complaint:

An Online Dispute Resolution platform has been set up by the [European Commission](#) which may be used to resolve disputes between consumers and online traders about online purchases. Air Mediterranean does not currently subscribe to and is not, therefore, prepared to submit to an alternative dispute resolution procedure operated by an ADR entity or EU listed body.

ARTICLE 14: TIME LIMIT ON CLAIMS

1. Notification of Claims for Baggage

(a) The receipt of Checked Baggage without complaint shall result in a presumption, unless the Passenger provides proof to the contrary, that the Baggage was delivered and accepted in good condition. All missing Baggage must be declared to the Carrier as soon as the flight arrives. Any declarations made subsequently will not be taken into account.

In the same way, any item noted as missing from Baggage must be declared to the Carrier as soon as possible. Any late declarations will not be taken into account.

(b) In the event of the damage, delay, loss or destruction of Baggage, the Passenger must file a written complaint with the Carrier as soon as possible and at the latest within the respective time limits of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) as from the date on which the Baggage was made available to the Passenger.

If a complaint is not filed within the time limits stipulated, all actions against the Carrier shall have lapsed and be inadmissible.

2. Limits of liability for Passengers

The applicable limits of liability for your journey on a flight operated by Air Mediterranean are as follows:

(a) There are no financial limits for death or bodily injury and we may make an advance payment to meet immediate economic needs of the person entitled to claim compensation, as per Article 13.2.1 (e) above. For damages up to 100,000 SDRs (exchange rate approx. EUR 129.752,68) in respect of death or bodily injury caused by an accident on board the aircraft or during embarking or disembarking, we will not exclude or limit our liability, except in the case of contributory negligence of the Passenger;

(b) Except in the case of acts or omissions done with intent to cause damage or recklessly

and with knowledge that damage would probably result, in the case of destruction, loss of, or damage or delay to Baggage, up to 1,000 Special Drawing Rights and, if the value of your Baggage is greater than this limit, you should inform the Carrier at check in or ensure that it is fully insured prior to travel;

(c) If your journey also involves Carriage by other Carriers, you should contact them for information in relation to their liability limits. The present notice is pursuant to the requirements of Regulation (EC) No. 889/2002.

Other Notices

Limitation of liability for international passengers

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination.

Liability for loss, delay, or damage to Baggage is limited unless a higher value is declared in advance and additional charges are paid. For many international journeys, the Warsaw Convention may apply with liability limits of approximately 17 SDR (approximately EUR 20, US \$20) per kg for loss of or damage or delay to checked baggage, and 332 SDR (approximately EUR 400, US \$400) for unchecked baggage. In some cases, where the Montreal Convention applies to your journey, the applicable liability limit is 1,000 SDR (approximately EUR 1,200).

ARTICLE 15: APPLICABLE LAW

The contract of carriage and its associated legal provisions are subject to Greek law, unless the application of another national law is mandatory.