

Terms and Conditions

1. Scope of application

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The following General Terms and Conditions of Carriage („Conditions“) apply for carriage of passengers and baggage by **BEIROUTWINGS / ERSA International EOOD** including related services.

The Conditions apply likewise for carriage free of charge and carriage at special conditions, unless explicitly stipulated otherwise.

2. Carriage

2.1. Check-in

All our passengers are required to show up at check-in desk insofar timely that they can be checked in by no later than 45 minutes prior to the booked departure time.

In case the passenger does not arrive in time, the right to carriage expires, while the passenger remains obligated to pay the full airfare.

Due to security requirements we recommend arriving at the check-in desk at least 90 minutes before the scheduled departure time.

2.2. Travel documents

The passenger is solely responsible to meet all applicable travel regulations (i.e. passport, visa and health-related regulations including such for accompanying animals) and possess all required travel documents and certificates in sound condition.

The carriage can be allowed only upon presentation of complete and valid travel documents, including a valid passport/ID-Card/Visa or valid and equivalent replacement documents in case of loss of the originals, during the timely check-in.

The obligation to present a valid ID-document applies likewise for children and infants (child / infant ID or passport). Depending on the destination country other entry requirements for children may apply. Further information is to be enquired at the diplomatic mission of the destination country and Foreign Office of the Federal Republic of Germany.

BEIROUTWINGS / ERSA International EOOD is entitled to deny carriage, if the entry requirements of the destination country are not satisfied, or the country specific travel documents and certificates are not presented.

Should the passenger not comply with the exit or entry requirements, in particular due to incomplete travel document or the travel documents not being in good condition, **BEIROUTWINGS / ERSA International EOOD** is entitled to deny carriage or onward carriage and charge the passenger with consequent costs and damages.

2.3. Passenger's conduct

Provided the passenger's conduct during check-in or boarding or on board poses a threat for the aircraft, people or objects on board; or interferes with the crew performing its duties or if he does not follow an instruction by the crew, particularly instructions regarding smoking, alcohol or drugs prohibition; or causes trouble or damage to the crew or passengers, **BEIROUTWINGS / ERSA International EOOD** reserves the right to take action necessary to prevent such behavior, up to captivity, and to deny carriage to the perpetrator.

2.4. Boarding und minimum boarding time

Passengers are required to show up at the Boarding Gate prepared for boarding and in possession of the boarding card by no later than the boarding time indicated on the boarding card or communicated at the check-in desk.

3. Carriage of passengers

3.1. Infants

To avert risk of health damage we advise to refrain from traveling with new-borns aged under 3 days.

Per adult passenger the carriage of one (1) infant without own seat is allowed. Per seat row one (1) infant without own seat is allowed.

3.2. Unaccompanied children

Unaccompanied children aged between 5 and 11 years can be carried, if **BEIROUTWINGS / ERSA International EOOD** customer service is notified by no later than 48 hours before the scheduled departure and such carriage is explicitly accepted by the customer service.

Services for unaccompanied children aged between 5 and 11 years can be booked for children aged between 12 and 16 years as well.

Official passport or ID-card, each containing a current photo, is required during the check-in of the unaccompanied child. Parents / legal guardians may be required while traveling in some countries to present a written declaration of consent at the check-in desk. If parents or legal guardians are divorced or separated, a written declaration of consent from each parent or legal guardian is required. Depending on the destination country other /further requirements for children may apply. During the check-in process the person appointed to pick up the child at the destination airport has to be named. Parents / legal guardians are obliged to remain and wait at the airport until the actual take off of the aircraft.

For unaccompanied children a minimum check-in time of 60 minutes before the scheduled departure applies.

An extra processing fee is charge for each unaccompanied child in accordance with the current table of fees.

3.3. Carriage in case of pregnancy

Due to safety reasons and to avert health risks following conditions apply for the carriage of pregnant passengers:

Until the 31st week of pregnancy the carriage is allowed upon a presentation of a pregnancy book.

As from the 32nd week of pregnancy a current (no older than 7 days) medical certificate is required additionally.

The aforementioned conditions apply for the return flight and its date accordingly.

Depending on the destination country other/further requirements for the carriage of pregnant passengers may apply.

3.4. Passengers with a plaster cast

Passengers with a plaster cast are advised that an air carriage within the first 4 day after its placement bears a significant health risk, regardless whether the cast is carried open or close. **BEIROUTWINGS / ERSA International EOOD** cannot grant carriage in such case.

The carriage is allowable provided the cast is carried complication-free for a minimum time period of 4 days. In case of a closed cast a splitting hereof is strongly recommended due to medical reasons.

If the passenger carrying a plaster cast requires for that reason an additional seat, a notification to the BlueSky Aviation customer service, by no later than 48 hours before the scheduled departure, is necessary, otherwise **BEIROUTWINGS / ERSA International EOOD** shall be entitled to refuse carriage in the individual case.

3.5. Disabled person and person with reduced mobility

Under Article 4 Section 2 of the Regulation (EC) 1107/2006 SUNDAIR is entitled, in given cases, to require that a disabled person or person with reduced mobility is accompanied by another person, who is capable of providing the assistance required by that person.

Up to two wheelchairs or pieces of mobility equipment per disabled person or person with reduced mobility can be transported free of charge in the cargo bay. The wheelchair or mobility equipment should be folding, when possible. Due to cargo bay size and the safe load requirements the transport of, especially battery-powered, wheelchairs or mobility equipment may be impossible. Please be advised that battery-powered wheelchairs may only be carried upward, and the dimensions of the cargo bay valve may render the carriage impossible. The transport may be furthermore impossible due to the lacking sufficient loading equipment at the departure or destination airport.

Therefore and due to applicable restrictions on dangerous goods (in particular wet batteries count as forbidden goods, dry-cell and gel batteries do not), a claim for transport is subject to the condition that **BEIROUTWINGS / ERSA International EOOD** customer service is notified about the intended transport of wheelchair or mobility equipment and its size and weight timely, by no later than 48 hours prior scheduled departure, and reconfirms the transport in writing.

Without prejudice to Article 22 Section 2 Subsection 2 and 3 of the Montreal Convention **BEIROUTWINGS / ERSA International EOOD** can assume no liability for damage to special or bulky luggage, provided the luggage is especially susceptible to damage based on its properties. Under Article 22 Section 2 Subsection 3 of the Montreal Convention a higher limitation of liability may apply, if the passenger has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum, accordingly.

Passengers checking in such susceptible luggage (e.g. electronic devices, flat screens, etc.) must undersign during check-in a waiver declaration instructing them that is extraordinarily susceptible to damage based on its properties and excluding the liability of **BEIROUTWINGS / ERSA International EOOD** and the respective tour operator.

3.6. Seats next to emergency exits

Seats at the emergency exits are subject to specific safety regulations under EU law. **BEIROUTWINGS / ERSA International EOOD** is entitled to refuse a reservation for such seats to the following groups of passengers accordingly:

- Infants and children under 17 years,
- Pregnant woman,
- Passengers with reduced mobility and
- Passengers, whose mobility is reduced due to their body mass and size, illness or age,
- Passengers travelling with pets in the cabin,
- Passengers who can neither speak German nor English

By placing a reservation for a seat at the emergency exit the passenger confirms that neither he, nor his fellow passengers within the same reservation, fall into one of the above-mentioned categories. In case of an emergency he has to assist the crew, which requires his ability to follow verbal instruction in German or in English.

Otherwise **BEIROUTWINGS / ERSA International EOOD** remains entitled to allot the passenger to a different seat without reimbursement of the reservation fee. Should the remaining seating capacities be exhausted, the carriage can be refused altogether.

We recommend a timely seat reservation, by no later than 48 hours prior departure. After a completed flight booking or in case of package holiday a seat reservation can be made under Service.

3.7. Seat in the first row

Seats of the first row are subject to specific safety provisions under EU law. **BEIROUTWINGS / ERSA International EOOD** is entitled to refuse a reservation for such seats to the following groups of passengers accordingly:

- Infants under 2 years,
- Pregnant women,
- Passengers with reduced mobility and
- Passengers, whose mobility is reduced due to their body mass and size, illness or age.
- Passengers travelling with pets in the cabin.

By placing a reservation for a seat in the first row the passenger confirms that neither he, nor his fellow passengers within the same reservation, fall into one of the above-mentioned categories.

Otherwise **BEIROUTWINGS / ERSA International EOOD** remains entitled to allot the passenger to a different seat without reimbursement of the reservation fee. Should the remaining seating capacities be exhausted, the carriage can be refused altogether.

We recommend a timely seat reservation, by no later than 48 hours prior departure. After a completed flight booking or in case of package holiday a seat reservation can be made under Service.

4. Carriage of baggage and pets

4.1. Permitted baggage

4.1.1 Sufficient packaging **BEIROUTWINGS / ERSA International EOOD** can refuse the carriage of baggage, if it's safe carriage cannot be ensured due to insufficient packaging. The passenger is required to pack the baggage in a manner allowing its undamaged transport including the object(s) within.

4.2. Baggage tag

BEIROUTWINGS / ERSA International EOOD Aviation issues a baggage tag during the check-in process. It represents a disprovable evidence for the quantity and mass of the check-in baggage pieces. We recommend attaching an additional tag to each baggage piece, containing the name and address of the passenger.

4.3. Baggage collection

Passengers are required to collect the baggage they checked in upon its release by BlueSky Aviation. **BEIROUTWINGS / ERSA International EOOD** may charge an extra fee for safe-keeping, provided the baggage is not collected by the passenger, or the collection is refused without good reason.

4.4. Customs

All customs duties in relation to the baggage are sole responsibility of the passenger.

4.5. Lost and Found

Any case of baggage delay, loss, destruction or damage to the baggage is to be reported immediately upon landing at the Lost and Found desk of the airport of arrival

4.6. Carry-on baggage

The maximum permitted weight of the carry-on baggage is 6 kg (one baggage piece allowed). The maximum measurements of the carry-on baggage are 55 cm x 40 cm x 20 cm.

Under Regulation EC No. 1546/2006 amending Regulation EC No. 622/2003 passengers of flights from airports within the EU and Switzerland, including connection flights, are required to carry all liquids, pressurised containers, pastes, lotions or gel substances, when carried in carry-on baggage, in containers with a maximum volume of 100 ml each. The volume information provided on the container is decisive. The containers must be carried together in a reclosable transparent plastic bag with a maximum volume of 1 litre. Each passenger may transport only one bag in his carry-on baggage. For medication and baby food, special conditions apply. In such case please contact the **BEIROUTWINGS / ERSA International EOOD** customer service.
In some non-EU States similar conditions apply.

4.7. Baggage allowance

The following baggage allowance applies for the checked baggage:

- 20 kg for a single baggage piece for each passenger and child 20 kg for a single baggage piece for each infant (under 2 years)

Baby carriage, buggies, baby cribs, baby car seats may be carried within the scope of baggage allowance of the infant (20 kg) in the cargo bay. A prior request is not required.

For all flights to and from Erbil (EBL) and Beirut (BEY) the following exceptions apply:

- 10 kg for a single baggage piece for each infant (under 2 years). Additionally, a single (1) baby carriage or a single (1) buggy or a single baby car seat may be carried free of charge. A prior request is not required

4.8. Additional or special baggage

Additional baggage is every single baggage piece exceeding the baggage allowance regarding its weight and / or amount.

Special baggage is every single baggage piece not suitable for regular transport based on its measurements (extra-large or cumbersome).

4.9. Maximum weight

Each baggage piece cannot exceed 32 kg (other than special baggage). Further information can be acquired at **BEIROUTWINGS / ERSA International EOOD** customer service.

Provided the baggage piece exceeds the baggage allowance under 4.7., an additional fee for the excess baggage will be charged in accordance with the applicable table of fees at the time of registration. The additional fee for the excess baggage has to be paid in advance before the flight without exception.

BEIROUTWINGS / ERSA International EOOD decides about the carriage of the excess or special baggage at its own discretion in every single case, considering the existing capacities of the cargo bay and the applicable security and safety provisions. The carriage of excess or special baggage may, therefore, be partially limited or refused altogether. A claim for transport can arise only after **BEIROUTWINGS / ERSA International EOOD** customer service confirms the carriage of the excess or special baggage.

Each baggage piece, including sport baggage, exceeding the maximum weight limit of 32 kg must be requested by BlueSky Aviation customer service by no later than 48 hours prior departure specifying its total weight and measurements.

Sport and hunt weapons including appropriate munition and every object appearing to be a weapon, munition, or explosive material or labelled as such, need to be requested by **BEIROUTWINGS / ERSA International EOOD** prior departure. An early arrival at the check-in desk on the departure day is recommended in such case. The carriage of such objects is subject to the regulations on the carriage of dangerous good and is possible only, if permitted under applicable provisions. Each passenger may carry a maximal amount of 5 kg munition (subclass 1.4S, UN0012 or UN0014).

Further information will be provided following the appropriate request.

An additional fee for the carriage of weapons will be charged in accordance with the applicable table of fees.

Each passenger with restricted mobility may carry up to, which is to be requested at **BEIROUTWINGS / ERSA International EOOD** customer service. The transport of motor-operated wheelchairs is subject to the limitations of the cargo bay capacities and therefore only possible to this extent. Wheelchairs have to be checked in a condition suitable for handling and safe transport.

The carriage of medical utilities and mobility equipment can be ensured only upon a timely request by the BlueSky Aviation customer service by no later than 48 hours prior to the departure specifying the measurements and weight, provided the carriage is possible is due to cargo capacities and in accordance with the applicable provisions on the transportation of dangerous goods.

Medical equipment may be carried as an extra baggage piece free of charge, once timely requested per e-mail at the **BEIROUTWINGS / ERSA International EOOD** customer service. The medical necessity needs to be verified with a current medical certificate. Further details follow upon request.

Requests for carriage of oxygen need to be send to BlueSky Aviation customer service per e-mail by no later than 48 hours prior to the departure.

Aids such as cosmetics, care products, laundry or the like cannot be accepted as special baggage, regardless of the medical certificate.

4.10. Sport baggage

The transportation of sport equipment is chargeable and requires an appropriate request at **BEIROUTWINGS / ERSA International EOOD** customer service by no later than 48 hours prior to the departure. The carriage of the sport equipment cannot be claimed without a timely request.

Sport equipment must be packed separately, a firm package is recommended, a must be distinguishable as such. **BEIROUTWINGS / ERSA International EOOD** is not liable for damage related evidently to deficient packing.

For certain sport equipment the following conditions apply:

- In case of diving equipment, the diving weight belt has to be carried free of lead weight, the compressed air tank can only by carried depleted. If diving lamps contain any heat-generating components or batteries, such must be packed separately to avoid activation during the transportation. Batteries need to be safeguarded against short circuit.

- Bicycles with an auxiliary engine or an electric engine are regarded as hazardous goods and remain excluded from carriage. Special conditions apply for disabled bicycles, therapy and wheelchair bicycles.

4.11. Carriage of pet animals

The transportation of pet animals requires an approval by BlueSky Aviation and is chargeable in accordance with the applicable table of fees. Gnawers (hares, rabbits, hamsters, mice, rats, etc.) are explicitly excluded from transportation, either in the cabin or cargo bay.

The carriage of per animals is subject to statutory provisions, e.g. Regulation EU No. 576/2013 on the non-commercial movement of pet animals.

4.12. Pet animals in the cabin

Each pet animal has to be carried in a suitable leak- and escape-proof flexible container in a sanitarily flawless condition and with max. measurements of 42 cm x 31 cm x 20 cm and max. weight including container 6 kg, e.g. bag. The container must be species-appropriate, providing the pet animal with sufficient free space and suitable for carriage underneath the front seat (the container is not allowed on the seat during the entire flight). The pet animal must remain in the container during the entire time of the flight.

4.13. Pet Animals in the cargo bay

Each pet animal has to be carried in a suitable leak- and escape-proof solid container in a sanitarily flawless condition and with max. measurements of 125 cm x 75 cm x 85 cm, e.g. hard case box. The container must be species-appropriate, providing the pet animal with sufficient free space.

Subject to safety and capacity restrictions, a carriage must be requested online by **BEIROUTWINGS / ERSA International EOOD** beforehand and confirmed by **BEIROUTWINGS / ERSA International EOOD** accordingly. The container must meet the above-mentioned requirements and must be checked in by no later than 60 minutes prior to the departure time.

It is the sole responsibility of the passenger to ensure the validity of the necessary vaccinations and health certificates and travel documents. Country-specific restrictions on the entry and departure of pet animals may apply. Provided such restrictions apply, the carriage may be prohibited in general for certain routes (e.g. flights to/from Egypt, U.K.). Detailed information regarding the carriage of pet animals and carriage limitations (e.g. entry ban for certain combat dogs in Germany) may be inquired at **BEIROUTWINGS / ERSA International EOOD** customer service.

A guide dog may be carried free of charge, if requested online at **BEIROUTWINGS / ERSA International EOOD** customer service and confirmed accordingly. Country-specific entry and departure limitations may apply. Provided such restrictions exist, the carriage may be prohibited in general for certain routes (e.g. flights to/from Egypt, U.K.).

Detailed information on the carriage of animals and its limitations may be inquired at **BEIROUTWINGS / ERSA International EOOD** customer service.

4.14. Extra Seat

Provided necessary capacities are available, the carriage of music instruments exceeding the permitted measurements and weight of the carry-on baggage under 4.6. and hence prohibited from carriage as such, may be requested to be carried on an extra seat, unless such carriage is incompatible with applicable flight security and safety requirements.

This service is bookable only, if the passenger booked a seat for himself and the seat next to him is still available or he is willing to change his seating reservation for a different seat with a vacant place next to it.

The reservation of an extra seat may be requested only at **BEIROUTWINGS / ERSA International EOOD** customer service and is chargeable with an extra fee amounting to the airfare for the chosen flight at the time of request as per ECO SUND tariff.

The reservation of an extra seat is an additional service depending solely on the passenger's flight reservation and cannot be cancelled or separately rebooked. It does not constitute a claim for an additional carriage of people or extra carry-on and checked baggage.

Extra seat is not available in the rows next to the emergency exits.

Pro passenger only one (1) extra seat may be booked. This reservation may not be transferred to a third party. The charge for an extra fee is not refundable in case of a cancellation.

4.15. Baggage limitations

The carriage of dangerous goods is basically not allowed on all **BEIROUTWINGS / ERSA International EOOD** flights. Certain categories of dangerous goods may be, however, carried in the carry-on and passenger's baggage, subject to IATA regulations on dangerous goods. Current regulations are available at **BEIROUTWINGS / ERSA International EOOD** customer service.

The following regulations apply for all **BEIROUTWINGS / ERSA International EOOD** flights and differ from the IATA provisions: Following objects are excluded from carriage:

- Objects suitable to endanger the aircraft, equipment and people on board, in particular explosive materials, compressed gases, oxidising, radioactive, caustic or magnetising materials, easily flammable, toxic and aggressive materials and liquids of any kind, i.e. objects and materials regarded hazardous materials.
- Objects unsuitable for carriage due to weight, size or properties.
- Weapons of any kind are not permitted in carry-on baggage or on one's body, including firearms, cutting or stabbing weapons, pressurised gas-filled containers suitable for assault or defence purposes. Similar applies to munition and explosive materials of any kind. Gasoline lighters are not permitted. Passengers are allowed to carry one (1) gas lighter. Camping stove and cartridges containing flammable liquids are not allowed for carriage.

Following rules apply for the objects stated below:

Single Lithium batteries and accumulators (as found in laptops, mobile phones, watches, cameras etc.) may be carried only in carry-on baggage, whereas a maximum amount of two (2) single lithium batteries or accumulators, each with a maximum performance of 160 watt-hours, may be transported as spare parts for electronic goods. The carriage of every single battery or accumulator with a performance between 100 and 160 watt-hours requires a consent by **BEIROUTWINGS / ERSA International EOOD** in advance.

Each battery must be protected against short circuit. Further details on carriage of batteries and accumulators are published under security directions in internet.

E-cigarettes may be carried only in the carry-on baggage or on one's body.

Under Regulation EU 2015/1998 the following objects are excluded from carriage (either as carry-on or checked baggage) and may not be carried in the sensitive areas of the airport:

Toy or fake weapons (made of plastic or metal), catapults, cutlery, razor blades (either safety or opened), customary toys suitable as weapons, knitting needles, rackets, other leisure objects suited to be used as weapons (e.g. skateboards, fishing poles or paddles), and other pointed or cutting objects may be transported only as checked baggage. Same applies for nail scissors and files, combs and syringes (unless carried as necessary medical equipment), as well as gel candles, arch support with gel content, snowballs and similar decorations, regardless of their size and the quantity of the liquid. To prevent injuries, all pointed or sharp objects checked in as baggage need to be secured and packed properly.

The enumeration is not final and may be amended at any time. Further details under Banned Objects.

Fragile or perishable goods, objects of high value, such as cash, jewellery, noble metals, gemstones, laptops, cameras, mobile phones, navigation or other electronic devices, stocks and share certificates and other valuable objects and records, models, IDs, house and car keys, medications and liquid drugs are not permitted for carriage as a checked baggage.

[5. Denied or restricted boarding, cancellation, delay](#)

5.1. Restriction or refusal of carriage

BEIROUTWINGS / ERSA International EOOD may refuse or abort carriage of passenger and/or baggage, when

- the passenger's conduct places the aircraft, people or objects on board in danger,
- crew members are disturbed in performing their duties,
- the instructions of the crew members are not followed, especially regarding smoking and alcohol consumption,
- the passenger's conduct exposes other passengers and crew members to unreasonable stress, personal or material damage,
- a reasonable suspicion arouses that the passenger shall act in one of the aforementioned manners,
- the carriage is inconsistent with applicable laws or provisions and restrictions of the departure or destination or the flyover country,

- the passenger refuses an examination of his own and his baggage required due to safety and security reasons,
- the passenger does not possess valid travel documents in sound condition, destroys the travel documents during the flight or refuses to hand them over to the crew upon a written receipt,
- the passenger violates applicable laws and provisions regarding the flight (e.g. regulations on passport, visa and health including those regarding pet animals),
- the passenger is denied entry to a country,
- the passenger cannot prove during check-in or boarding that his identity matches the one in the flight reservation,
- the airfare, taxes, fees and surcharges, including such for previous flights, are not paid,
- the passenger violates safety-relevant instructions of the airline or the operation air carrier or the operating instructions,
- the passenger carries forbidden baggage,
- the content of the baggage is unidentifiable,
- it is reasonable to suspect the baggage contains dangerous goods,
- the passenger violates article 4.11 of these Terms and Conditions, while transporting pet animals,
- the passenger neglects the regulations under article 3.4 of the Terms and Conditions, while travelling with a cast,
- the passenger neglects to request an extra seat according to article 3.4. of the Terms and Conditions, when necessary,
- the passenger neglects the minimum check-in-time under article 2.1 and the minimum boarding time under article 2.4 of the Terms and Conditions,
- the carriage of the passenger poses a significant health risk and
- in other cases, when explicitly mentioned in these Terms and Conditions.

BEIROUTWINGS / ERSA International EOOD is entitled to order the passenger off the plane, deny further carriage at any place of refuse transport within the entire route network, provided it is necessary for a safe performance of the flight or for the safety of other passengers or crew members. Moreover, the pilot in command is authorised to take any necessary and reasonable measures to ensure or restore safety and order on board the aircraft. Any unlawful acts on board the aircraft may be subject to criminal prosecution and civil claims.

5.2. Delay, change of flight times and cancellation

BEIROUTWINGS / ERSA International EOOD endeavours a carriage of passengers and baggage as punctual as possible and attempts to margin the adjustments of flight times to a minimum. The passengers or, as the case may be, the tour operator shall be informed about such changes as soon as possible. Due to local law, last-minute route changes or cancellations may occur based on safety reasons and disturbances.

Passengers are advised to verify the flight time by phone between 24 hours and 48 hours prior to the scheduled flight at **BEIROUTWINGS / ERSA International EOOD** customer service. Furthermore, it is recommended that passengers disclose to the respective tour operator their phone number, under which they can be reached at the travel destination.

In case of change of the air carrier, irrespectively of the reason hereto, the former airline is required to take all reasonable steps to inform the passenger about the change and the identity of the new air carrier, as soon as possible. In any case such information shall be provided at check-in, during boarding at the latest (Regulation EC No. 2111/2005).

In case of delay or flight cancellation, the airline provides assistance and compensation according to Regulation EC No. 261/2004.

6. Conduct on board

Passengers are required to follow the instructions of the flight crew members.

Passenger's conduct on board may not,

- pose a threat to people or objects on board,
- interfere with crew members performing their duties,
- exposes other passengers and crew members to unreasonable stress, personal or material damage,
- violate safety-relevant instructions of the airline or the operation air carrier or the operating instructions. Due to safety precaution the passengers are allowed to use electronic devices with send-receive function (e.g. laptops, tablets, e-book reads or mobile phones) during the flight, if and only if the device is put into flight mode and all send-receive functions are deactivated. Bluetooth accessories (e.g. wireless keyboards or headphones) may be used during the flight except for the time of take-off and landing.

During the Flight Safety Demonstration, the passengers are forbidden to use any electronic devices.

6.1. Seat belts

During the entire flight, passengers are for their own safety obliged to wear the seat belts while on their seats. The instructions of the flight crew are to be followed.

6.2. Non-smoking flights

Smoking is not permitted in any compartment of the aircraft during the entire stay on board. Same applies to e-cigarettes. Any violation shall be reported and can lead to an interruption of the flight. The causative passenger shall be charged for the resultant costs.

6.3. Alcoholic beverages

Any consumption of alcoholic beverages brought along by the passenger on board is not allowed. In case of violation the passenger may be excluded from future carriage.

6.4. Allergies

For one's own safety, passengers are required to inform **BEIROUTWINGS / ERSA International EOOD** about all food allergies by no later than 48 hours prior to flight. **BEIROUTWINGS / ERSA International EOOD** cannot guarantee an allergen-free environment on board. **BEIROUTWINGS / ERSA International EOOD** is not obliged to carry out the carriage of a passenger, if he is allergic to some substance, resulting in a significant health threat, and its absence on board, in the catered meals and in the air cannot be guaranteed.

7. Authority of the pilot in command

The pilot in command is at any time authorised to take all necessary safety and security measures. He has the power to decide on passenger's issues, loading, allocation, lashing and unloading of the baggage. He decides, if and in what manner the flight shall be performed; if it deviates from the scheduled route; and where the landing and or intermediate landing happens.

Same applies, if the conduct or the physical or mental state of any passenger requires an unduly support by the flight crew members.

8. Data protection

BEIROUTWINGS / ERSA International EOOD collects, processes and uses personal data to the extent necessary to constitute, perform and close the contract of carriage and all related services. For this purpose, data shall be collected, processed and used with a data processing system. The purpose of data processing may contain reservation, purchase of the ticket and additional services, handling of payments, entry and customs issues. **BEIROUTWINGS / ERSA International EOOD**

transmits to third parties, being contractual partners of **BEIROUTWINGS / ERSA International EOOD**, as far as it is necessary for the constitution, performance or closing of the contract.

Within the statutory obligations, airlines collect the passport data and transmit them to competent authorities domestically and abroad. Same applies to other collected data in relation to the contract of carriage, if the disclosure of the information is based upon mandatory law provisions and is therefore necessary for the performance of contract.

9. Liability / legal references

9.1. General

The carriage is subject to applicable laws combined with Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) regarding regulations on death and injury to passengers and damage to baggage.

Complaints and enquires regarding baggage should be reported immediate upon arrival at the baggage counter. Otherwise, cases of damage to baggage may be reported in writing within time limits of the Montreal Convention. Respective letter can be addressed to **BEIROUTWINGS / ERSA International EOOD, Vasil Levski 1 ul. Fl.3 Apt. 19, 7700 Targovishte / Bulgaria** or filed via Online complaint form.

Objects of high value, medications, fragile or perishable goods can be carried only as carry-on baggage (maximum weight 6 kg).

9.2. Air carrier liability for passengers and their baggage

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

9.2.1. Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100000 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

9.2.2. Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximate amount in local currency).

9.2.3. Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximate amount in local currency).

9.2.4. Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximate amount in local currency).

9.2.5. Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

9.2.6. Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

9.2.7. Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

9.2.8. Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

9.2.9. Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

9.2.10. Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States."

9.3. Receipt of delivery

Receipt by the person entitled to delivery of checked baggage without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the document of carriage. The air carrier is liable only for proven damage. In case of contributory fault, the liability may be reduced. The provisions of article 20 of the Montreal Convention apply.

9.4. General information under Regulation EC No. 261/2004

The following information summarize the liability of air carriers from the European Union in cases of cancellation, delay or denied boarding. The Regulation applies to passengers with a confirmed reservation on the flight concerned, only (except in the case of a cancelled flight) on the condition that the passenger presents himself for check-in at the specified time and he travels at a fare that is available to the public.

Compensation claims under Regulation EC No. 261/2004 may be precluded, given the incident can be attributed to extraordinary circumstances that could not have been avoided by taking all reasonable measures; such circumstances include, for example, poor weather conditions, political instability, strikes, security risks, and unexpected deficiencies in flight safety. Same applies, if the passenger is denied boarding on reasonable grounds, for example, health issues, general and operative safety, insufficient travel documents, passport regulations.

Under Regulation EC No. 261/2004 a delay means a situation, in which a flight is to be delayed beyond its scheduled time of departure for two hours or more in the case of flights of 1500 kilometres or less; or for three hours or more in the case of all intra-Community flights of more than 1500 kilometres and of all other flights between 1500 and 3500 kilometres; or for four hours or more in the case of all other flight flights of more than 3500 kilometres.

When an operating air carrier reasonably expects a flight to be delayed, passengers shall be offered assistance by the operating air carrier. Such assistance contains meals and refreshments in a reasonable relation to the waiting time and free of charge two telephone calls, telex or fax messages, or e-mails. Hotel accommodation shall be provided once necessary at the air carrier's discretion. An assistance is not required, if the flight is hereby to be delayed furthermore. When the delay is at least five hours, the passenger is entitled to a reimbursement of the cost of the ticket for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity. Same applies in cases of voluntary and involuntary exclusion from carriage in cases of overbooking. Additionally, passengers

shall be granted re-routing, under comparable transport conditions, to their final destination at the earliest opportunity. Subject to the availability of seats, passengers may choose re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience. In such cases, however, costs for meals, hotel accommodation and transport shall be borne by the passengers as from the moment of the earliest offered re-routing. Passengers involuntarily excluded from carriage shall receive a compensation (in cash, by electronic bank transfer or bank cheques or, with the signed agreement of the passenger, in travel vouchers). The compensation amounts to, depending on the flight distance, EUR 250 for all flights of 1500 kilometres or less; EUR 400 for all intra-Community flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres; EUR 600 for all other flights.

When passengers are offered re-routing to their final destination on an alternative flight pursuant, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked by two hours, in respect of all flights of 1500 kilometres or less; or by three hours, in respect of all intra-Community flights of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or by four hours, in respect of all other flights, the operating air carrier may reduce the compensation by 50 %, i.e. EUR 125, EUR 200 or EUR 300.

In case of flight cancellation, for which the passenger has a confirmed reservation, he has the same right for re-routing, assistance, reimbursement and compensation. However, the passenger has no right for compensation, if the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

The compensation is, moreover, precluded, if the passengers are informed of the cancellation at least two weeks before the scheduled time of departure; or if they are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or if they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

Body responsible for the enforcement of this Regulation in the Federal Republic of Germany is the Luftfahrt-Bundesamt (LBA), Hermann-Blenk-Str. 26, 38108 Braunschweig.

9.5. General information under Regulation EC No. 2111/2005

The airline informs the passenger of the identity of the operating air carrier or carriers, whatever the means used to make the reservation. Where the identity of the operating air carrier or carriers is not yet known at the time of reservation, the airline shall ensure that the passenger is informed of the name or names of the air carrier or carriers that is or are likely to act as operating air carrier or carriers on the flight or flights concerned. In such case, the airline shall ensure that the passenger is informed of the identity of the operating air carrier or carriers as soon as such identity is established. Wherever the operating air carrier or carriers is or are changed after reservation, the airline shall, irrespective of the reason for the change, take immediately all appropriate steps to ensure that the passenger is informed of the change as soon as possible. In all cases, passengers shall be informed at check-in, or on boarding where no check-in is required for a connecting flight.

10. Time limit for action

10.1. Timely notice of Complaints

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

In the case of damage to checked baggage, the passenger must write and complain within seven (7) days, and in the case of delay within twenty-one (21) days, in both cases from the date on which the baggage was placed at the passenger's disposal. The complaint must be given in writing. If no complaint is made within the times aforesaid, any action against the carrier is precluded.

Respective letter can be addressed to **BEIROUTWINGS / ERSA International EOOD, Vasil Levski 1 ul. Fl.3 Apt. 19, 7700 Targovishte / Bulgaria** or filed via Online complaint form.

Objects of high value, cash, medications, fragile or perishable goods, house and car keys can be carried only as carry-on baggage (maximum weight 6 kg).

10.2. Limitation for Actions in court

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The calculation of the time limits is subject to law applicable at the place of the jurisdiction.

10.3. Miscellaneous

Should one or more provisions of these General Terms and Conditions to be null and void or are nullified, the remaining provisions of these Conditions shall continue to apply.

Date: 01.07.2020

BEIROUTWINGS / ERSA International EOOD, Vasil Levski 1 ul. Fl.3 Apt. 19, 7700 Targovishte / Bulgaria