



GENERAL CONDITIONS OF PASSENGERS AND LUGGAGE CARRIAGE

CONTENTS

Article 1.	Definitions
Article 2.	The use of Carriage Conditions and the scope of their operation
Article 3.	Tariffs
Article 4.	The flight schedule
Article 5.	The air freight contract
Article 6.	The reservation and the seats assignment
Article 7.	The total price, the price for carriage, taxes, fees, charges and payments for other services
Article 8.	The data security
Article 9.	Check-in and coming on board
Article 10.	The border control, customs clearance and the safety control
Article 11.	Travel documents
Article 12.	The carriage denial
Article 13.	Particular rules concerning the air carriage
Article 14.	Luggage
Article 15.	Passenger rights (changes of contract conditions made by SprintAir: cancellations and delays of flights, reimbursement, the change of the travel plan)
Article 16.	Reimbursement, the change of the travel plan
Article 17.	Responsibility
Article 18.	Timely complaint placement, expiration of rights
Article 19.	Resolutions concerning charter flights
Article 20.	Interpretation
Annex 1:	Rights of air passengers of SprintAir
Annex 2:	List of Items Prohibited in Air Transportation by passengers into restricted areas or on board an aircraft and in checked baggage.
Annex 3:	Provisions for Dangerous Goods Carried by Passengers or Crew.

ARTICLE 1 - DEFINITIONS

LUGGAGE: personal articles belonging to the Passenger, accompanying him during the journey as the Registered or Non-Registered Luggage, which were not excluded from the carriage.

REGISTERED LUGGAGE: Luggage under the care of SprintAir, for which the SprintAir issued the Luggage Label and the Confirmation of Luggage Registering.

NON-REGISTERED LUGGAGE/HAND LUGGAGE: Luggage, which is not registered luggage and which stays under the care of the Passenger during whole time of the journey, including personal articles taken by the Passenger on the board, including clothes. Hand luggage can be carried in the luggage hatch when the justified suspicion is that it shall not fit in the passenger cabin. Such luggage shall be taken from the Passenger by ground services during the entry to the aircraft and gave out directly after exit from the aircraft.

THE TICKET: the document issued by or on behalf of the SprintAir gave out to the Passenger after making of full payment of the total price, confirming conditions of the contract and information concerning the air journey: the forename and surname of the Passenger and details of the flight such as: the place of departure, the place of destination and eventually agreed places of stopping, departure and arrival hours. This document includes also references to Contract Conditions and other important information. In the case of the reservation made by Internet, printing of the electronic ticket is recommended. If the passenger makes a reservation via Customer Service, the reservation code shall be forwarded to the Passenger, and the ticket shall be sent on the indicated address by an e-mail.

THE CUSTOMER SERVICE: the telephone customer service centre, whose current numbers are available on the Website.

THE TOTAL PRICE: price to pay for all services provided to the Client by the SprintAir, including the price for Air carriage and Fees for Other Services.

THE TRAVEL DOCUMENTS: the documents required by the law of Carriage Countries for crossing the border, transit and/or stay in the country - every passenger must have the TRAVEL DOCUMENT making possible to identify it.

THE DAY (DAYS): calendar days, including all seven days of the week, wherein the day on which the notice has been sent, is not included in the calculation period.

THE CHILD: the person, who has not turned twelve years old on the day of departure.

THE BOARDING CARD: document allowing to board the aircraft, issued at the check-in stand based on the Passenger reservation code or the Ticket and valid Travel Documents;

THE CLIENT: the person named in the Ticket issued by the SprintAir after paying the total price.

THE CARRIER CODE: two or three letters or characters identifying the carrier. The SprintAir code is SRN.

THE CONVENTION: means the convention for the unification of certain rules relating to international air carriage:

- signed at Montreal on 28 May 1999 (The Montreal Convention) and signed at Warsaw on 12 October 1929 (The Warsaw Convention), in the primary form (original) or as amended introduced by the Hague Protocol of 1955. and/or supplemented by the Guadalajara Convention of 1961,

- depending on which of these two Conventions applies, and in the case of the Warsaw Convention also on whether its amendments and/or additions shall apply to the carriage due to the route specified on the ticket or jointly issued tickets.

THE DEPARTURE PLACE: the marked in the Ticket and in the SprintAir database as the starting point of the air transport.

THE DESTINATION PLACE: the destination airport of the air carriage, indicated as such in the Ticket and in the SprintAir database.

EXTRAORDINARY CIRCUMSTANCES: events, which could not have been avoided even if all reasonable measures were taken; these circumstances include, among others the force majeure, political instability, adverse weather conditions prevent the flight, security risks, strikes, unforeseen situations affecting the safety of the flight and decisions of the flights control that can cause significant delays or even lead to the cancellation of one or more other courses of this aircraft on a given day and in relation to a particular aircraft.

THE INFANT: the child who has not completed two years on a trip day.

GENERAL CARRIAGE CONDITIONS: provisions relating to the air carriage of Passengers and Luggage performed by the SprintAir contained herein.

THE PASSENGER WITH REDUCED MOBILITY OR REQUIRING SPECIAL ASSISTANCE: any person whose mobility is reduced due to physical disability (sensory or locomotor), mental, age, illness or any other reason, during using the transport, whose condition requires special care and adapting of services for all passengers to its needs.

THE PASSENGER: the person named in the Ticket issued by the SprintAir and as such included in the SprintAir database.

CONNECTIONS: two or more flight segments in a given direction booked in the same reservation.

CONFIRMATION OF LUGGAGE: the document issued solely for identification of Registered Luggage attached to the Passenger Boarding Card.

THE APPROPRIATE LAW: law regulations of the Republic of Poland applicable to the relationship under the Contract; provisions of the Regulation and the Convention respectively valid at the given time.

THE ARRIVAL: the last section of the return journey flight or the flight in the case of the journey in one direction.

THE LUGGAGE LABEL: the document issued solely for identification of Registered Luggage attached to Registered Luggage.

THE SCHEDULE: arrival and departure hours of each flight set by the SprintAir and published on the Website.

THE REGULATION: The Regulation (EC) No. 261/2004 of the European Parliament and the Council and the Regulation No. 2027/97/WE of the European Council, together with any amendments.

SDR (eng. Special Drawing Right): the Special Drawing Right defined by the International Monetary Fund. (The current value of this currency unit is available on the website of the IMF - www.imf.org - and on pages of financial information of major newspapers).

THE WEBSITE: the Website of the Carrier – www.sprintair.eu

TARIFFS: terms and conditions available on the Website relating to the Total Price and fees and charges for various services provided by the SprintAir; as well as other internal rules of the SprintAir. Details on Tariffs can be found on our Website.

THE CHECK-IN DEADLINE: determined by the SprintAir in these General Carriage Conditions the interval of time during which the Passenger should complete all check-in formalities connected with the check-in and pick up his boarding card.

UE: The European Union, including its member states.

THE CONTRACT (OF THE CARRIAGE): the contract of the air carriage of Passengers and Luggage concluded between a Passenger and the SprintAir accordance with Contract Conditions, under which the SprintAir is carrying the Passenger and his Luggage from the Departure Place to the Destination Place. The Ticket and Luggage Label are the evidences of the Contract.

THE CHARTER CONTRACT: the charter carriage contract concluded on the basis of these General Carriage Conditions.

THE AGREED STOPPING PLACE: the landing place indicated as such in the Ticket and the SprintAir database, which is not considered as the Departure Place or Destination the Destination Place.

CONTRACT CONDITIONS: statements and information contained in the Ticket, in these General Carriage Conditions, Rules of Confidentiality and relevant provisions of the Applicable Law.

THE DEPARTURE: the first section of the return journey flight or the flight in the case of the journey in one direction.

THE STAFF: authorized personnel performing their duties in an aircraft, said in the flight document, i.e. : pilots, cabin crew, maintenance and security staff, performing activities in the scope of their duties.

RULES OF CONFIDENTIALITY: rules given on the Website regulating the processing of the personal data provided to the SprintAir by Passengers or Persons Paying for the Carriage.

ARTICLE 2 - THE USE OF CARRIAGE CONDITIONS AND THE SCOPE OF THEIR OPERATION

2.1.1. These General Carriage Conditions apply only to those flights or flight segments, for which the name of the SprintAir carrier or its SNR designator code are indicated in the appropriate box of the passenger ticket issued for the flight or flight segment, except cases as provided in sections 2.2.-2.4.

2.1.2. These General Carriage Conditions also apply to the extent appropriate in the free and discounted transport, unless otherwise stated in the carrier's regulations or in the relevant contracts, flight orders or tickets.

2.2. THE PRIMACY OF THE LAW

General Carriage Conditions are applicable in the way not infringing those provisions of Conventions and other regulations, which are unconditionally binding. If, therefore, certain provisions of the General Carriage Conditions may not be used, the remaining provisions shall remain in force.

2.3. CHARTERS

If the carriage is performed pursuant to the charter contract, these General Carriage Conditions apply to the applicable extent, unless the charter contract and the charter ticket do not determine otherwise.

2.4. NECESSITY OF THE CHANGE OF THE CARRIER

In particularly justified cases where the carrier is unable to transport the passenger his scheduled flight, in order to avoid or reduce delay in the transport, the carrier may replace the flight with a flight of another carrier or make rebooking on another carrier's flight. On the identity of the carrier actually providing the carriage the passenger is informed at the latest when he is checking in or boarding the aircraft.

2.5. PRECEDENCE OF GENERAL CARRIAGE CONDITIONS IN RELATION TO OTHER PROVISIONS OF THE CARRIER

If General Carriage Conditions do not state otherwise, they have precedence in the event of non-compliance with other provisions of the carrier.

ARTICLE 3 - TARIFFS

3.1. The SprintAir reserves the right to change Tariffs. At the request of the Client the SprintAir gives information on tariffs through the Customer Service.

3.2. Employees, service providers and agents of the SprintAir are obliged to apply SprintAir tariffs.

ARTICLE 4 – THE FLIGHT SCHEDULE

Departure and arrival hours listed in the SprintAir Schedule or listed elsewhere are not guaranteed and SprintAir reserves the right to change them. In the case of the change of the scheduled flight time or its route already after issuing of the Itinerary the SprintAir shall notify the Client of any such changes, by the letter or by the e-mail on the specified e-mail address given during booking or by the phone on the specified number given during booking process. In this case, if the Contract lost its importance for the Client, he is entitled to withdraw from the Contract and to reimbursement of the total price.

ARTICLE 5 – THE AIR FREIGHT CONTRACT

5.1. CONCLUDING OF THE CONTRACT AND ITS CONTENT

The Carriage Contract is concluded by payment of the total price and the issuing of the Ticket. Following Contract Conditions apply to the Carriage Contract concluded between the Client and the SprintAir:

- a) Conditions and information contained in the Ticket or transferred to the Client orally in the case of booking process made via the Customer Service;
- b) These General Carriage Conditions;
- c) Rules of Confidentiality;
- d) Applicable Law.

5.2. THE TICKET

5.2.1. The ticket (and for carriage of Luggage - the Luggage Label) confirms the conclusion of the Contract between the Customer and the SprintAir; no other ticket shall be issued.

5.2.2. The SprintAir shall carry only passengers indicated in the Ticket. If the passenger does not have the Ticket during the check-in, he should give to the SprintAir agent making the check-in, the number

of reservation and the surname. In addition, the passenger shall be asked to show during the check-in the valid travel document identifying the passenger.

5.2.3. The client may request the re-issued (duplicated) Ticket or the reservation code by calling the Customer Service. The SprintAir shall be able to charge a fee from the Passenger for this service.

ARTICLE 6 - THE RESERVATION AND THE SEATS ASSIGNMENT

6.1. THE RESERVATION

6.1.1. Reservations can be made through the Website, via the Customer Service or travel agencies.

6.1.2. Reservations shall not be made without immediate payment of the total price, however, for certain flights it is possible to pay for the reservation by the bank transfer.

6.1.3. The Client is obliged to provide adequate information to enable the SprintAir the contact at any time (the landline/mobile phone number and the e-mail). The Client is responsible for providing the valid e-mail address, ensuring each regular access to the specified e-mail address and his frequent checking. The Client is obliged to provide correct phone numbers, including the country code and area code (even if the reservation is made by another person) and he should be available at all times at least one of the following phone numbers. The SprintAir is not be liable for any damages resulting from failure to comply with conditions mentioned above. If the reservation was made through the travel agency and the Client does not have an email address, the travel agency should give own e-mail address and inform the Client of any notifications of the reservation received from the SprintAir.

6.1.4. The Client is obliged to provide to the SprintAir the full forename and surname of the Passenger according to the Passenger Travel Document that shall be used during the journey. If the Client shall not provide this data at the time of booking or via the Customer Service within 24 hours from booking, the fee for the surname change shall be charged for the change of the surname of the Passenger. Amount of the fee is available on the Website or in the Customer Service.

6.2. REQUIREMENTS CONNECTED WITH THE RESERVATION

6.2.1. If the Passenger requires the special care, the Passenger or the Person Paying for the Carriage are required to inform the Customer Service of disability or reduced mobility of the Passenger when booking.

6.2.2. Because the SprintAir has not the opportunity to verify the health of the Passenger, Passengers suffering from a serious or contagious disease or requiring the medical care for other reasons are obliged to obtain the medical opinion stating the possibility to air travel. In accordance with the provisions of the General Carriage Conditions, the SprintAir is not liable for any injuries, deterioration of health or death of the Passenger during air travel, resulting from such a health condition.

6.2.3. The SprintAir reserves the right to request a comprehensive medical certificate on the state of health of the Passenger and the possibility of holding the air travel, containing the explicit doctor's consent on the air carriage, in any of the cases mentioned in the point 6.2.1. If necessary, the SprintAir may require that the given Passenger was accompanied by a person providing the skilled medical or nursing care.

6.2.4. If the Passenger does not meet the requirements set out in the point 6.2.1. and 6.2.2., or the SprintAir is not able to provide in its plane, flying according to the Schedule, conditions specified in the medical certificate of the Passenger, the SprintAir shall refuse to make the reservation and carriage and refund the Price for the Carriage.

6.2.5. In the case of the intent to carry special Luggage or objects carried conditionally, the Passenger or the person making the reservation should inform the Customer Service about this fact (see the point 14.4.).

6.3. THE SEATS ASSIGNMENT

6.3.1. On none of SprintAir flights seats are pre-allocated (so no space are indicated in the Ticket). However, Passengers with special needs and parents travelling with small children may board first, provided that such circumstances shall be indicated at the gate at the moment of boarding.

6.4. CHANGES MADE BY THE PASSENGER

6.4.1. The reservation specified in the Ticket may not be transferred or changed in a manner other than as described below.

6.4.2. An hour or the flight route specified in the ticket can be changed via the Website or by contacting our Customer Service no later than 1 hour before the scheduled departure time.

The passenger shall be obliged to pay a fee for rebooking and to pay the difference between the original and the new Price for the Carriage (taking into account any changes relating to taxes, fees, charges and payments for Other Services), if it is required by the tariff, in which the carriage was purchased. If the new Total Price is lower than the original price, the Passenger shall not be entitled to the refund of the difference, except the difference resulting from lower taxes, fees or charges.

6.4.3. In order to change the forename and/or surname of the Passenger, please contact the Customer Service no later than one hour before the scheduled departure time. The passenger shall be obliged to pay a fee for the change of the data (if it is required by the tariff, in which the carriage was purchased), the amount of which can be found on the Website and by the Customer Service. The change of the forename and/or surname is possible only on all flight sections in the reservation confirmed by the Ticket.

6.5. THE CANCELLATION OF THE RESERVATION BY THE PASSENGER

6.5.1. The Client has the right to cancel the reservation. For some tariffs the Passenger is entitled to receive the partial or total reimbursement charges paid to the Carrier charges, if any of segments of the ticket has not been used by a Passenger. The refund of the fee paid for the flight shall be made only within the scope of unused segments. The deadline of cancellation of the flight is stored in conditions of the tariff.

6.5.2. If the passenger has not benefited from the flight, regardless of tariff conditions, he is entitled to reimbursement of airport charges, subject to an administrative fee for refunds in the amount of 56 PLN per person per flight. If the passenger has not benefited from the flight, regardless of the tariff, the fee for issuing the ticket is not refundable, unless the non-utilization ticket was only for reasons attributable to the Carrier.

6.5.3. In the case of death of an immediate family member (mother, father, sister, brother, grandfather, grandmother, child, grandson, granddaughter, wife, husband, concubine or cohabitant), which occurred within a month before the scheduled departure time following an Itinerary, upon request lodged within 1 month from the date of death of such family member, the Client shall receive a refund of the Total Price for the unused portion of the journey, provided a copy of the death certificate within 7 days from the date of submission of the request and notifying the Carrier of resignation from the flight at least 2 hours before the scheduled departure time.

6.5.4. In the case, when the SprintAir shall change the route or time of flight as defined in the Ticket in accordance with paragraph 15.1, skip the Agreed Stopping Place or add a new stopping place, the Client is entitled to withdraw from the Contract and to reimbursement of the Total Price.

ARTICLE 7 - THE TOTAL PRICE, THE PRICE FOR THE CARRIAGE, TAXES, FEES, CHARGES AND PAYMENTS FOR OTHER SERVICES

7.1. THE TOTAL PRICE, THE PRICE FOR THE CARRIAGE

7.1.1. Unless the SprintAir stated otherwise explicitly, the Total Price includes the Price for Carriage, taxes, fees, charges and Payments for Other Services. Information about the components of the Total Price as well as their respective amounts shall be presented to the Client during the booking process on the Website, via the Customer Service or through the travel agency, depending on how he make the reservation. In the case, when the Passenger or a third party making a payment shall choose the credit card payment, the Total Price shall be increased by a fixed fee on this account This fee does not exceed the equivalent of costs incurred by the SprintAir in connection with a card payment. Information about the amount and the obligation to pay additional fees for card payments is transferred in the clear, transparent and unambiguous way at the start of any booking process and their acceptance by the Passenger or a third party making the payment shall be on an optional basis (*opt-in*).

7.1.2. Unless expressly stated otherwise, The Price for the Carriage includes only the price for carriage from the Departure Place to the Destination Place and corresponding taxes, fees and charges. The Price for the Carriage does not include ground transportation services between particular air terminals (ports), or between air terminals (ports) and city terminals or Payments for Other Services requested by the Client.

7.1.3. The Price for Carriage is calculated in accordance with the rates applicable on the date of booking of the given carriage, as indicated on the Website. The change of these rates in the period between the date of booking and departure date has no effect on the Price for the Carriage (except as indicated in points 6.4 and 7.2.2).

7.2. TAXES, FEES, CHARGES AND PAYMENTS FOR OTHER SERVICES

7.2.1. Price for the Carriage includes generally taxes, fees, charges and other payments imposed by the government or other authorities or by airport operators or by the SprintAir and the lowest possible Payments for Other Services that can not be avoided, necessary to make a reservation at the rates in force at the time of booking (purchase). These costs are listed usually separately in the Price for the Carriage in the Ticket issued for the Client. The Client shall be informed about these amounts also during the booking process. The Price for Carriage includes the airport charge for services provided by the airport operator.

7.2.2. The SprintAir reserves the right, for which the Client agrees by accepting these General Carriage Conditions, to demand from the Client to pay any new or existing in the higher amount, taxes, fees, charges or other payments (including Payments for Other Services) related to the Client's journey required by the government or other authorities or by airport operators, if such change occurred between the date of issue of the Ticket, and the date of travel, if necessary retroactively. In the case of failure to pay these charges, the SprintAir has the right to refuse to carry of the Passenger mentioned in the given reservation in accordance with the Article 12.

7.3. CURRENCY

The Price for the Carriage, taxes, fees, charges and Payments for Other Services are calculated and paid in the currency of the Departure Place, unless other currency (e.g. due to non-convertibility of

the local currency) shall be indicated prior to payment or when the payment is made. The invoice shall be in the currency of payment.

7.4. PAYMENT

7.4.1. GENERAL PROVISIONS

7.4.1.1. The payment of the Total Price may be made by credit card when booking, by the bank transfer or in cash before the departure. In each case, the payment of the Total Price must take place before the end of the check-in on the first section of the journey. In some exceptional cases - about which the Client shall be informed during the booking process - the Client shall be obliged, upon request, separately pay the amount of taxes, fees and charges (some airports may require payment at the airport).

7.4.1.2. If taxes, fees, charges and Payments for Other Services were charged in the wrong amount, the Passenger or the Person Paying for the Carriage shall pay the difference or shall be entitled to a refund. The Passenger or the Person Paying for the Carriage can claim a refund exclusively from the issuer of the Itinerary.

7.4.1.3. The Passenger shall be responsible for payment of the Total Price, even if the Total Price has been paid by a third party. The card used to make the payments or the payment by the bank transfer and/or the reservation details may be considered by the SprintAir, in accordance with applicable regulations, as indicative of a serious risk of fraud. In this case the SprintAir shall contact with the Passenger and/or the Person Paying for the Carriage on the telephone number given during the booking process in order to verify the reservation and payment data. If the contact under any of given telephone numbers shall not be possible or if the Client is unable to verify payment or reservation data, the SprintAir reserves the right to cancel the reservation and refund of the Total Price in the same manner in which the Total Price was paid.

7.4.1.4. At the request of the Client within 7 days from the date of purchase the SprintAir issues VAT invoices for the Total Price. The VAT invoice is sent to the address provided during the booking process by post or via e-mail.

7.4.1.5. The payment of the Total Price shall be in the currency in which the Price for the Carriage has been determined, unless otherwise agreed.

7.4.2. THE PAYMENT FOR THE RESERVATION BY INTERNET (ON-LINE)

The Passenger or the Person Paying for the Carriage shall pay when making a reservation on-line the Total Price using the payment card suitable for making payments over the Internet or by the bank transfer within a reasonable time specified for payments by the bank transfer.

7.4.3. THE PAYMENT FOR THE RESERVATION BY THE CUSTOMER SERVICE

In the case of the reservation via the Customer Service, the Passenger or the Person Paying for the Carriage shall pay the Total Price by the bank transfer on rules available on the Website or in the Customer Service office (see point 6.1.2.). Information concerning the charges applicable for reservations via the Customer Service are available on the Website or in the Customer Service office.

7.4.4. THE PAYMENT FOR THE RESERVATION MADE BY THE TRAVEL AGENCY

If the reservation is made by the travel agency, the travel agency organizes payment for the SprintAir. The customer shall pay for the travel agency on rules laid down by the agency. It is the duty of the travel agency to inform the Client about General Carriage Conditions and to transfer the Itinerary. The Air Carriage Contract is concluded between the Client and the SprintAir. If the Client is

entitled to the refund in accordance with these General Carriage Conditions , he shall send the relevant application in writing to SprintAir. The refund shall be made in accordance with the provisions of these General Carriage Conditions. Information on the SprintAir address are available on the Website or in the Customer Service office.

7.4.5. PAYMENT BY THE BANK TRANSFER

If the Client are paying by the bank transfer, he shall bear all costs associated with this method of the payment. The amount of the transfer must cover the full and exact Total Price and must be received by the SprintAir within the period specified on the Website. Otherwise, the reservation shall expire and shall be cancelled.

The deadline for booking paid by the bank transfer is limited.

If the Client shall not receive the confirmation within 5 days from the reservation date on the e-mail address provided at time of booking, he is responsible for contacting with the Customer Service to verify the receipt of the payment.

The SprintAir makes the transfer of all unidentified payments back to the bank account from which they originate. All costs related to the payment by the bank transfer shall be borne by the Passenger or the Person Paying for the Carriage.

ARTICLE 8 – THE DATA SECURITY

8.1. The Passenger is obliged to provide to the Carrier such personal data as are necessary for booking, issuing the Itinerary, the realisation of the carriage contract, receiving benefits, and to meet immigration, safety and other requirements related to crossing the border. Refusal to provide such data, providing by the person making the reservation erroneous data or data prevent contact the Carrier with the Passenger, particularly in the event of the flight schedule change or irregularities occurred in the carriage, releases Carrier from liability from damages caused by these changes or irregularities.

8.2. The Passenger consents to the processing, including the storage and use of personal and contact data in accordance with the Act of 29 August 1997 on Personal Data Protection (Journal of Laws of 2002, No. 101, item 926, as amended) and sending them to public administration authorities and the authorities of other countries to the extent necessary for the fulfilment of immigration, entrance and safety procedures, in order to combat terrorism and other crimes, as well as to implement the legitimate objectives pursued by administrators and data recipients . Passenger agrees also to the transfer of personal and contact data to third parties, such as ground handling agents, hotels, restaurants, but only to the extent necessary to comply with the conditions of the carriage contract. Providing of this information is voluntary but necessary to concluding and implementing of the carriage contract.

8.3. Personal data of the Passenger shall not be used for marketing purposes without the prior consent of the Passenger.

8.4. The Carrier is not liable for damages resulting from providing of false or incomplete data by the Passenger.

ARTICLE 9 – CHECK-IN AND COMING ON BOARD

9.1. The check-in starts 90 minutes before departure time and ends 35 minutes before departure time according to the Schedule at the airport of the Departure Place. In the case when the Passenger

- a) shall fail to comply with procedures for check-in at the Check-in Deadline or

b) shall fail to comply with the procedures at the check-in stand until its completion, the reservation shall be cancelled by the SprintAir, and the Passenger shall not be accepted on board without the right to the refund (except as specified in point 6.5.2 and under the conditions of the tariff, in which the carriage was purchased).

9.2. During the check-in the Passenger shall provide the proof of identity and valid travel documents, in accordance with Article 11. Otherwise the SprintAir shall refuse to carry the Passenger.

9.3. The Carrier is not liable for damages resulting from the delayed arrival at the port of destination specified in the Itinerary, including the loss of further air or other (rail, bus) connections organized by the Passenger on its own behalf and at his own expense.

ARTICLE 10 - THE BORDER CONTROL, CUSTOMS CLEARANCE AND THE SAFETY CONTROL

10.1. All passengers travelling on the routes of the SprintAir should undergo formalities related to the security control, and if necessary, the border control. If the Passenger shall refuse to submit to such procedures, the SprintAir shall not perform the carriage, cancel the reservation and refuse to accept the Passenger on the board.

10.2 The Passenger shall submit to security controls conducted by the officials of state organs or the airport staff in the Countries of the Carriage, by the airport managing body and by the Carrier.

10.3. If it is required by the law of the Carriage Country, the Passenger shall be present at the inspection of his Luggage carried out by the customs authorities or other government officials.

10.4. To the extent permitted by the law the SprintAir does not bear any responsibility for any damage arising from such inspections, the refusal to submit to inspections by the Passenger or the refusal to allow inspection of Passenger's Luggage or because of the failure by the Passenger requirements set out in any of points 10.1, 10.2 and 10.3.

ARTICLE 11 – TRAVEL DOCUMENTS

11.1. Prior to the travel the Passenger is obliged to present the necessary Travel Documents and to comply with the rules in force in the Carriage Countries. The SprintAir is not liable for the existence, accuracy and validity of Passenger's Travel Documents. If the Passenger does not meet these requirements or if the Passenger's Travel Documents are inappropriate, the SprintAir is not liable for any damages in this respect.

11.2. If the valid entry visa entitling to enter the area of the transit port is needed, the Passenger should have a visa for entry. SprintAir does not bear any responsibility for any damages arising from the failure by the Passenger that obligation.

11.3. If in the Destination Place the residence visa is required, and the Passenger travels only in transit on the territory of the country and there is no transit visa requirements, the Passenger must prove that passes in transit through the territory of the given country. If the Passenger shall prove this fact, the SprintAir shall not perform the carriage, cancel the reservation and refuse to accept the Passenger on the board of the aircraft.

11.4. When the SprintAir is obliged to pay any fines or penalties or in the case of incurred by the SprintAir any expenses resulting from the failure of the Passenger rules referred to in points 11.1. - 11.3. at the request of the SprintAir the Passenger shall reimburse such costs to the SprintAir. A passenger shall also bear the costs of the transport from the country, which refused him the right to enter. SprintAir shall not reimburse to the Passenger the proportional Price for Carriage associated with the carriage to the country that does not allow the entry of the Passenger on its territory.

11.5. Following are accepted by the SprintAir Travel Documents:

- for all passengers (adults and children) travelling on international flights outside the Schengen area - the passport;
- for adults travelling on domestic flights and to countries in the Schengen area – the passport/ID card;
- for adults travelling on domestic flights – the passport/ID card/driver’s license;
- for children travelling on domestic flights and to countries in the Schengen area – the passport/ID card;
- for children over 7 years of the age travelling on domestic flights – the passport/ID card/school ID (with the photo);
- for children in the age up to 7 years travelling on domestic flights – the passport/ID card/school ID (with the photo);
- for children in the age up to 2 years travelling on domestic flights – the passport/ID card/birth certificate.

ARTICLE 12 – THE CARRIAGE DENIAL

12.1. In addition to the cases provided in other articles of these General Carriage Conditions, the SprintAir reserves the right to refuse the carriage or to refuse the further carriage of the Passenger or Luggage if:

- a) The SprintAir believes reasonably that the refusal of the carriage is necessary for security reasons (e.g. if the Passenger is under the influence of alcohol or drugs, behaves aggressively);
- b) The SprintAir believe reasonably that the carriage may endanger the life, health, physical integrity or convenience of the Passenger and/or other persons on the board of the aircraft;
- c) The SprintAir believes reasonably that age, mental or physical condition of the Passenger may endanger the Passenger and/or other persons on the board of the aircraft or property belonging to them;
- d) The passenger, his behaviour or clothes evoke fear, disgust or outrage of people on the board of the aircraft;
- e) The Passenger violated the rules of conduct on a previous flight and SprintAir believes reasonably that the Passenger will repeat such behaviour;
- f) The SprintAir previously informed the Passenger in writing that at no time he will carry the Passenger any of its flights;
- g) The SprintAir could also refuse to make a booking for the Passenger;
- h) The Passenger refused to submit to border and/or duty control formalities;
- i) The Passenger refused to submit to the security control or the security control of Luggage;
- j) The Passenger did not pay the applicable Total Price, taxes, fees, charges, or payments for Other Services;

- k) The Passenger did not pay to SprintAir charges related to a previous flight;
- l) The SprintAir believes reasonably that the refusal of the carriage is necessary to comply with the regulations in force in any of Carriage Countries;
- m) The Passenger does not have the valid Boarding card or valid Travel Documents (including the destruction of such documents during the carriage);
- n) The Passenger does not meet or the SprintAir believes reasonably that the Passenger does not meet the entry requirements of the country of the Agreed Stopping Place or the Destination Place (including failure to comply with the requirement to provide information on Travel Documents no later than 4 hours before the scheduled departure time on the Website if he is travelling to the Destination Place, in which it is mandatory);
- o) The Passenger tries to get into the country through which he can travel only in transit;
- p) The Passenger will refuse to hand over his Travel Documents to the SprintAir or government authorities - upon the receipt - if he will be asked to do so;
- q) The Passenger is unable to prove that he is the person for whom the reservation has been made;
- r) The Passenger did not inform the SprintAir about his special needs or intention to carry special Luggage or objects carried conditionally;
- s) The Passenger needs special help, which the SprintAir is not able to provide or the cost of which would be disproportionate high.

12.2. In the event when the Passenger's behaviour constitutes an offence or may constitute a crime, or when the Passenger smokes on the board of the aircraft, the SprintAir initiate the legal procedure by the relevant authorities.

12.3. In the event when the SprintAir will refuse reasonably to carry the Passenger or remove the Passenger from the aircraft after landing on the flight route under this Article, the SprintAir will refund the Total Price after deduction of Payments for Other Services and the Charge for unused seat. SprintAir does not accept any liability for losses or damages incurred due to such refusal of carriage or removal from the aircraft.

ARTICLE 13 – PARTICULAR RULES CONCERNING THE AIR CARRIAGE OF PASSENGERS

13.1. THE CARRIAGE OF PASSENGERS WITH SPECIAL NEEDS (SSR)

13.1.1. In the case when the Passenger has special needs, he should inform the SprintAir at the time of booking, with at least 48 hours advance before the published departure time (see. 6.2.).

13.1.2 On the board of the the aircraft the limited number of disabled Passengers or Passengers with reduced mobility can fly. In order to meet safety requirements and to provide the necessary assistance to such passengers, as well as because of the size and number of owned aircraft and the quantity of the cabin staff the SprintAir guarantees the carriage at the same time up to 2 Passengers with disabilities or Passengers with reduced mobility.

13.1.3. Passengers with disabilities and reduced mobility, due to security control requirements, should report for the check-in in advance at least 60 minutes before the published departure time (see the point 9.3).

13.1.4. The SprintAir does not take on the board pregnant women over 34 weeks. Pregnant women over 26 weeks of the pregnant can travel SprintAir lines only if they have a medical certificate confirming the ability to the air travel. In this case the journey is at own risk of the Passenger.

13.1.5. The SprintAir carries Passengers requiring in normal conditions extra oxygen for the medical reasons, provided they have the medical certificate confirming their ability to the air travel without providing extra oxygen during the intended flight. Passengers who will not provide the required certificate at the check-in stand, will not receive permission to fly. It is not permitted to Passengers to bring on the board of additional oxygen, and the SprintAir can not provide oxygen on the board in such cases, due to operational constraints of the Carrier.

13.2. THE CARRIAGE OF INFANTS AND PERSONS BELOW 16 YEARS OLD

13.2.1. Infants who have completed seven days of life at the day of departure , and are under the age of 2 years can travel on their parents' laps. Only one infant can travel with one adult person. No more than 5 infants can travel at the same time on the board of the aircraft. Amount of the fee for the carriage of infants is available on the Website or in the Customer Service office.

13.2.2. Children who have completed completed the second year of life at the day of departure , and are under twelve years of the age are entitled to travel by a reduced fare, provided that a document stating age of the child. Children may travel only if they are accompanied by a person who is at least sixteen years of the age, subject to points 13.2.3-13.2.5.

13.2.3. Children who are at least five years at the day of departure and are under twelve years of the age may travel alone only if they purchased additional assist (the price list of additional services is available on the Carrier's website). The child care is exercised by the member of the cabin staff and workers ground handling. The assist is additionally paid. The child is travelling on the responsibility of their caretakers. The child travelling alone will be allowed to fly under the condition that to the airport of beginning it is escorted by an adult, from whom the Carrier will receive a written confirmation on the regular form that at the destination airport the another adult will be wait for the child. In the case of non reporting of the person receiving the child, a person escorting undertakes to cover any costs that the Carrier deems necessary in order to provide the child care. The carrier may require the submission of the document confirming the child's age. Caretakers are obliged to inform the Carrier about the travel of the alone child at the time of booking and to pay an additional fee for the assist service.

13.2.4. Children who are under five years of the age at the day of departure may in no case travel unaccompanied by an adult caretaker.

13.2.5. Minors who have completed twelve years of the age at the day of departure , and have not completed sixteen years of the age can travel alone without assistance on the responsibility of their caretakers, provided that to the airport of beginning they are escorted by an adult, from whom the Carrier receives the written statement on the regular form "of responsibility of the Caretaker for the independent flight of the child". The Carrier may require the submission of the document confirming the child's age. At the request of parents, children aged 12-16 may travel with the cabin crew assistance as UMNR, according to the principles described in the point 13.2.3. Caretakers are obliged to inform the Carrier about the travel of the alone child at the time of booking.

13.2.6. For operational reasons the Carrier may introduce a limitation in the number of children travelling with assistance at the same time while the children are on the board.

13.2.7. Persons who have completed sixteen years of the age may travel alone.

13.3. BEHAVIOUR ON THE BOARD OF THE AIRCRAFT

13.3.1. The Passenger should at all times comply with the instructions of the staff.

13.3.2. For security reasons the SprintAir may prohibit or restrict the use of the electronic equipment on the board of the aircraft, including, among others, cell phones, laptops, portable media players and recorders, portable radios, CD players, electronic games or transmitting devices, radio controlled toys and walkie-talkies. The use hearing aids and pacemakers is allowed.

13.3.3. For safety reasons, Passengers can consume alcoholic beverages purchased only on the board.

13.3.4. In the case when the Passenger:

- a) behaves in the reasonable judgement of the staff in a way that constitutes a threat to the safety of persons on the board and property belonging to theirs;
- b) insults the Staff members verbally or physically or obstructs the Staff in the performance of their duties;
- c) does not respect the instructions of the Staff (including warnings on the prohibition of alcohol, drugs, smoking and the use of the electronic equipment);
- d) causes discomfort, disgust, damage or injury to persons on the board;

the SprintAir has the right to take all measures including applying of coercive measures as he considers necessary to prevent or stop such behaviour, while the Passenger is obliged to repair and compensate to the SprintAir any damages and costs arising from such behaviour. The SprintAir reserves the right to pursue claims in the court.

13.3.5. In other matters to all acts committed on the board the provisions of the Tokyo Convention on Offences and Certain Other Acts Committed on the Board of the Aircraft, signed on 14 September 1963 and other applicable law are applied.

13.3.6. On the board of the aircraft of the SprintAir smoking cigarettes and any other substances is prohibited. Failure to comply with this prohibition may result in the imposition on the Passenger severe criminal penalties, as well as the investigation by the SprintAir from the Passenger reimbursement of costs from resulting damage.

13.4. CATERING AND OTHER SERVICES

13.4.1. The SprintAir offers during its flights beverages and light snacks in the ticket price or the sale of drinks and light snacks depending on the connection.

ARTICLE 14 - LUGGAGE

14.1. TYPES OF LUGGAGE, FREE LIMIT OF THE LUGGAGE

14.1.1. The passenger can take without the additional charge registered luggage with a maximum weight of 8-12 kg (depending on the tariff). If the weight of Passenger's luggage weight exceeds the prescribed rules, the Passenger is obliged to pay a fee for excess luggage. Information on amount of this fee is available on the Website or in the Customer Service office.

14.1.2. The carriage of excess baggage is possible only within the framework of free carrying capacity. The SprintAir reserves the right to limit the number of pieces of registered luggage per Passenger and/or refuse the carriage of luggage exceeding these limits or for which no additional fee has been paid. If such limits apply, information about them is available on the Website or in the Customer Service office.

14.1.3. The Passenger may carry only one piece of hand luggage per the Passenger, weighing no more than 5 kg and having dimensions not exceeding (55)x(40)x(12) cm. These dimensions include wheels, handles and side pockets.

14.1.4. In addition to the hand luggage the Passenger may bring on the board the following items:

- a) the coat or blanket;
- b) the mobile phone;
- c) reading materials for the flight;
- d) for children under two years of the age: food for the journey, the foldable baby carriage;
- e) crutches for persons with disabilities;
- f) the umbrella or walking stick;

14.1.5. At some airports the requirement of carrying only one piece of hand luggage and prohibition of bringing on the board additional luggage or any other items are in force. In such cases, the provisions of the airport are in force.

14.1.6. If Hand Luggage does not meet requirements set out in paragraph 14.1 of these conditions (particularly relating to the number and weight of the Hand Luggage), the SprintAir reserves the right to refuse to carry Luggage as Hand Luggage. Then the SprintAir carries Luggage as Registered Luggage after taking charges for possible excess baggage. In the event of non payment of the charge by the Passenger, the SprintAir reserves the right to refuse to carry the Passenger or his Luggage. The SprintAir is not liable for damages resulting from the refusal of the carriage in such case.

14.1.7. The Passenger should keep his Hand Luggage and other items carried on the board in such way that walkways and emergency exits are left free and accessible, in accordance with the instructions of the Staff.

14.1.8. Baby carriages and wheelchairs are checked in with other Luggage and transported free of charge.

14.2. ACCEPTING OF LUGGAGE

14.2.1. After accepting of Passenger's Luggage for the carriage as Registered Luggage, the SprintAir issues the Luggage Label And the Luggage Confirmation for each piece of Registered Luggage.

14.2.2. Registered Luggage is carried on the board of the same aircraft as the Passenger.

14.3. ITEMS EXCLUDED FROM THE CARRIAGE

14.3.1. In Cabin Luggage and Registered Luggage, Passengers may carry only items not excluded from the carriage and only in such quantity and in packaging as determined by applicable laws and safety regulations.

14.3.2. The list of items prohibited to be carried in Air Transportation by passengers into restricted areas or on board an aircraft and in checked baggage is given in Annex 2 to the General Carriage Conditions of the SprintAir S.A.:

- Annex 2 to the General Carriage Conditions of the SprintAir SA - List of items that cannot be carried by passengers into security restricted areas or aboard the aircraft.

If the Passenger attempts to take any of the above prohibited items, the SprintAir refuses to carry Luggage and/or the Passenger, and the security service of the airport have been barred the Passenger to the restricted area.

Items the carriage of which is prohibited under applicable laws of any country of any country in which there shall be the airport of departure, a stopover or the airport of destination or over which the aircraft shall fly;

14.3.3. The list of items conditionally carried and dangerous goods is given in Annex 3 to the General Carriage Conditions of the SprintAir S.A.:

Annex 3 to the General Carriage Conditions of the SprintAir SA - Provisions for Dangerous Goods Carried by Passengers or Crew.

14.3.4. items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable in connection with, among other things, the type of aircraft being used.

any items not suitable for carriage because of their weight, size or any other characteristics:

- a) flammable substances;
- b) radioactive materials;
- c) toxic or prohibited substances;
- d) corrosives (except: mercury in thermometers, barometers, wheelchair batteries);
- e) folders and briefcases cases of the diplomat type with built-in alarm devices, lithium batteries or pyrotechnic material;
- f) items and materials that endanger safety, property, life, health and bodily integrity of persons being on the board;
- g) human remains;

14.4. ITEMS CONDITIONALLY CARRIED

14.4.1. If the Passenger wants to carry any of the items listed below, he is obliged to inform the SprintAir of its intention, with at least 48 hours before the published departure time:

- a) delicate and perishable items;
- b) materials of unpleasant nature;
- c) guide dogs;
- d) other special items such as ski, snowboard, golf, diving and surfing equipments, fishing equipment, horns, antlers wild game trophies, bicycles, vaulting poles, musical instruments, etc.
- e) Items indicated in Appendix 3, for which the approval of the operator is required.

If the Passenger wants to carry any of the items listed above, he is obliged to inform the SprintAir of its intention, via the Customer Service, with advance at least 48 hours before the published departure time: The passenger has the right to carry such items only with the consent of the SprintAir. If the Passenger intends to carry special Luggage (other than ordinary Luggage) that has

not been placed on the above list, he should contact with the Customer Service to obtain information on conditions of the carriage.

14.4.2. If the Passenger wishes to take any special items, he will be required to pay a special additional fee. Detailed information on special additional fees can be found on the Website or received from the Customer Service.

14.4.3. If the passenger fails to notify the carriage of items referred to in the point 14.4.1., with advance at least 48 hours before the published departure time, the SprintAir may refuse to carry such items and/or the SprintAir shall not be liable for any losses, destruction, damage or delay in the carriage of such items.

14.4.4. In the case when Registered Luggage contains any of items listed below, the SprintAir is not liable for any losses, destruction, delay in the carriage or damage of such as following items:

- a) cash and securities;
- b) jewellery, precious metals, precious and semiprecious stones;
- c) computers, cameras, video cameras, mobile phones and other electronic devices or technical devices and their accessories;
- d) official, business or private documents;
- e) travel documents or other identity documents;
- f) keys;
- g) perishable or readily to destroying items;
- h) works of art/objects of fine arts.

Some airports have additional restrictions in relation to the permitted items. In such cases, the provisions of the airport are in force.

14.4.5. The SprintAir is not liable for damage to fragile items. Luggage containing fragile or perishable items may be carried as Registered Luggage only with the Tag of Limitation of Liability.

14.5. ANIMALS

14.5.1. Small dogs and cats can be transported in the cabin only after prior notification to the Carrier at the time of booking and with its consent, upon payment of an additional fee and enter the appropriate endorsement for the reservation as a special service. Animals must be transported in suitable transporters, adapted for the carriage of livestock. The maximum weight of the animal with the transporter is 10 kg.

14.5.2. The carriage of any other animals is prohibited.

14.5.3. Dogs being guides of the blind or deaf are carried on the board free of charge. Dogs must have a leash, muzzle, training certificate and other documents required by the local law.

14.5.4. The Passenger is required to have valid travel documents for the animal.

14.5.5. For operational reasons the Carrier may introduce a limitation in the number of animals travelling at the same time on the board.

14.6. RIGHT OF THE REFUSAL TO CARRY THE PASSENGER'S LUGGAGE

14.6.1. Notwithstanding the provisions of paragraph 14.1, the SprintAir shall refuse to carry items excluded from carriage in accordance with these General Carriage Conditions and items carried conditionally, which had not been previously notified in accordance with the point 6.2.5 and if the SprintAir did not agree in advance to their carriage.

14.6.2. SprintAir may refuse to carry any items reasonably considered in the opinion of the SprintAir are not suitable for carriage because of its size, shape, weight, content, character, packing, or for safety and comfort of other Passengers.

14.7. THE RIGHT FOR SEARCH

If there is reason to believe that the Passenger has not complied with the relevant rules concerning the content and methods of packing of luggage, for safety reasons the SprintAir may require that the passenger has agreed to the control using the scanner and the personal control as well as search or x-ray Luggage. If the Passenger is not present, Luggage may be searched in his absence in order to determine whether the Passenger is in possession of any items referred to in points 14.3. and 14.4., or whether his Luggage contains such items. If the passenger does not agree to such a request, the SprintAir may refuse to carry the passenger and/or his Luggage. If the scanner control or control of another type will result in damage to Passenger's Luggage, the SprintAir are not liable for such damage, to the extent permitted by the applicable law.

14.8. RECEIPT AND ISSUING OF REGISTERED LUGGAGE

14.8.1. Baggage is issued at the airports in luggage terminals, and not personally. The SprintAir is not liable for Luggage after it is delivered to the luggage terminal. The Passenger is obliged to take Luggage from these terminals. The SprintAir may check the Luggage Label and the Luggage Confirmation held by the passenger at any time. Non-received Luggage kept by the SprintAir will be returned only to the person having the Luggage Confirmation corresponding to the Luggage Label.

14.8.2. Subject to the provisions of the point 14.2., the Passenger receives his Registered Luggage as soon as it is made available to the Passenger at destination place. In the case when the Passenger will not receive his Luggage, the SprintAir shall store Registered Luggage and charge a fee for its storage. The SprintAir acts in this case as the depository for the purposes of the article 835 and next of the Civil Code. If it is possible to identify the Passenger on the basis of unreceived Luggage or personal items, the SprintAir call the Passenger to receiving Luggage and to pay for its storage.

ARTICLE 15 – PASSENGERS RIGHTS (CHANGES OF CONTRACT CONDITIONS BY THE SPRINTAIR: CANCELLATIONS AND DELAYS OF FLIGHTS, REIMBURSEMENT, THE CHANGE OF THE TRAVEL PLAN)

15.1. CHANGES OF CONTRACT CONDITIONS BY THE SPRINTAIR

15.1.1. Before accepting the reservation, the SprintAir notify the Client on the planned term of the flight applicable at that time. Furthermore, this term it will be shown in the Ticket. The SprintAir may find it necessary to change the scheduled flight term or its route already after the Itinerary (including changes of the Departure and Destination Place). The SprintAir will notify the Client on any such changes at least fourteen days from the planned departure date indicated in the Ticket, by the letter by the e-mail sent to the e-mail address specified during the booking process or by phone on the phone number specified when booking. If in the case of the change of time or the flight route the Passenger will accept the changes in any way, the contract between the Passenger and the SprintAir be deemed to be updated in line with these changes. If changes of time and the route of the flight the Passenger deems unacceptable, he enjoys the rights mentioned in the paragraph 15.1.2. If the e-mail address or the phone number given during the booking process do not belong to the Passenger, the Passenger is obliged to obtain information about any changes from the owner of the e-mail address or the user of the telephone number provided during the booking process.

15.2. The Annex 1 to the GCC regulates rights of passengers:

Annex no. 1 for General Carriage Conditions (GCC) named "Rights of Air Passengers of the SprintAir"

15.3. EXTRAORDINARY CIRCUMSTANCES

The SprintAir has no liability due to any amendments to the Contract under Extraordinary Circumstances, with the exception of the above provisions of the article 15. To the extent permitted by the applicable law and these General Carriage Conditions, the SprintAir is not liable for any losses or damages caused by Extraordinary Circumstances.

ARTICLE 16 - REIMBURSEMENT, THE CHANGE OF THE TRAVEL PLAN

16.1. GENERAL PROVISIONS

16.1.1. Subject to the express provisions of these General Carriage Conditions and conditions of the tariff, in which the Passenger bought the Ticket, the Price for Carriage, taxes, fees, charges and Payments for Other Services of the SprintAir are not recoverable.

16.1.2. Reimbursement will be made only to the Passenger or the Person Paying for the Carriage. In the case of death of the Passenger or the Person Paying for the Carriage, the SprintAir will reimburse to the immediate family of the Passenger or such person.

16.1.3. As a rule, reimbursement is made in the currency in which the payment for the carriage was made. Where this is not possible, the SprintAir will make the payments in PLN.

ARTICLE 17 - RESPONSIBILITY

The Convention - Articles 17, 19, 20, 21, 22 and 31

17.1. GENERAL PROVISIONS

17.1.1. These General Carriage Conditions and the Applicable Law define responsibility of the SprintAir.

17.1.2. The amount of damages will be determined in accordance with the provisions of the Convention and responsibilities of the SprintAir will not exceed the amount of proven damages; the SprintAir will be responsible only for sufficiently proven damages.

17.1.3. If the SprintAir will prove that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation or the person from whom he derives his rights, the SprintAir will be exempt from liability to the claimant in whole or in part, insofar as such negligence or other wrongful act or omission caused the damage or contributed to it. When by reason of death or personal injury or bodily injury of the Passenger the other person than the Passenger claims, the SprintAir will just be relieved of liability, in whole or in part in so far as he will prove that the damage was caused or contributed to by the negligence or other wrongful act or omission of the Passenger. This provision is applied to all the provisions concerning the responsibilities of the SprintAir to the Passenger.

17.1.4. The SprintAir is not liable for any damages caused by the Passenger or Passenger's Luggage. The Passenger shall be responsible for any such damages caused to other persons or property of others (including the SprintAir).

17.1.5. The contract of the carriage, including these General Carriage Conditions and exclusions and limits of liability, applies to employees, service providers and agents of the SprintAir to the same extent as it apply to the SprintAir. The total amount due from the SprintAir and from such persons

shall not exceed the amount, to which the SprintAir is liable possibly, if the amount has been determined in these General Carriage Conditions.

17.1.6. The SprintAir is not liable for lost of profits and indirect or consequential damages. The Passenger accepts the limitations of liability setted out in these General Carriage Conditions, given the amount payable for the services of the SprintAir.

17.2. RESPONSIBILITY FOR LUGGAGE

17.2.1. the SprintAir is liable for destruction, loss or damage of Registered Luggage only if the cause of the destruction, loss or damage took place on the board of the aircraft or during any period within Registered Luggage was under the care of the SprintAir.

17.2.2. SprintAir is liable for damages caused by delay in the air carriage of Luggage. However the SprintAir shall not be liable in the case when the SprintAir and its servants or agents took all measures that could reasonably be expected to avoid the damage or if to take such measures by the SprintAir or by persons acting for him was impossible.

17.2.3. The SprintAir is not liable for the damage sustained in the case of destruction, loss or damage of Registered Luggage in the extent in that the damage resulted from the natural properties, quality and own faults of Luggage. In the case of Non-Registered Luggage, including personal items, the SprintAir is liable if the damage resulted from its fault or the fault of people working for him. SprintAir is not liable for any damages, loss, destruction or delay of any items excluded from the carriage and for any Luggage accepted for the carriage with The Tag of Limited Liability for Luggage and for objects carried conditionally, which have not been reported to the SprintAir during booking, or they have not been accepted for carriage by the SprintAir.

17.2.4. SprintAir is not responsible for minor damages to the outer surface of Luggage (such as scratches, dirt, stains, dents, etc.), that may result from normal wear and tear.

17.2.5. During the carriage of Luggage (including Registered and Non-Registered Luggage) responsibility of the SprintAir is limited to 1 131 SDR for each Passenger, except in the case where the Passenger submitted a special declaration of interest in delivery at destination and did pay a supplementary sum if required during handing over Registered Luggage to the SprintAir. In this case the SprintAir is obliged to pay a sum not exceeding the declared sum, unless the SprintAir will prove that this last is greater than the Passenger's actual interest in delivery at the Destination Place.

17.3. LIABILITY FOR DEATH, PERSONAL INJURY OF THE PASSENGER AND DELAY CAUSED BY AN ACCIDENT

17.3.1. Carrier's liability for the damage suffered as a result of death, wounding or any other bodily injury of the Passenger due to an accident can not be subject to any financial limit, unless the carriage is subject to the Warsaw Convention. In respect of liability for Passengers, the minimum insurance cover shall be **250 000 SDR** per the Passenger.

17.3.2. If the carriage is subject to the Warsaw Convention, in the event of an accident, SprintAir liability for death or injury to Passengers is subject to restrictions set forth in these General Carriage Conditions. The SprintAir bears strict liability to the amount of 131 100 SDR, except as specified in the point 17.1.3.

17.3.3. For claims in excess of this limit in the case of death or injury of Passengers, the SprintAir may be exempted from liability if the SprintAir proves that (i) such damage was not due to the negligence or other wrongful act or omission of the SprintAir or its acting servants, or that (ii) such damage was solely due to the negligence or other wrongful act or omission of the third party.

17.3.4. SprintAir shall make an advance payment of such amount as may be required to meet immediate economic needs on the basis proportional to the damage suffered, no later than 15 days after the identity of the physical person entitled to compensation. The advance payment is not less than 16000 SDR per the Passenger in the event of death. Making this advance payment does not constitute an admission of liability by the SprintAir, and this advance may be deducted under any subsequent settlement.

The amount of the advance payment is not refundable unless the SprintAir will prove then that:

- a) the damage was caused by or contributed to by the negligence of the Passenger who was injured or died;
- b) the person who received the advance payment was not entitled to compensation, or the person has caused or contributed to the damage.

17.3.5. In the case when the damage was caused by delay in the carriage of Passengers, the SprintAir liability is limited to 4 694 SDR per each Passenger.

ARTICLE 18 - TIMELY COMPLAINT PLACEMENT, EXPIRATION OF RIGHTS

18.1. COMPLAINTS CONCERNING LUGGAGE

18.1.1. Acceptance of Baggage without complaint before leaving the transit area and without filling the Luggage Complaint Protocol (Property Irregularity Report - PIR) is an evidence based on the assumption that the Luggage was delivered in good condition and in accordance with the Contract of Carriage.

18.1.2. If Passenger's Luggage did not arrive on the board of the aircraft, which The Passenger flown, the Passenger should immediately report the delay in the arrival of Luggage in writing within 21 days from the date giving Luggage available to the SprintAir. In the case when the SprintAir will confirm the loss of Registered Luggage of the Passenger or if Luggage has not arrived within 21 days from the date on which it ought to have arrived, the Passenger will be entitled to assert its rights under the Contract of the Carriage.

18.1.3. If Registered Luggage was damaged or pilfered, the Passenger should immediately report this fact and complete the PIR immediately upon arrival, before leaving the transit area. If damage or fact of plundering finding is not possible at the time of arrival, The passenger should report it at the airport within 7 days of arrival. Failure to observe these deadlines results in the release from liability by the SprintAir for destruction, loss or damage to Luggage unless the damage resulted from fraud on the part of SprintAir.

18.1.4. In the case of damaging of Non-Registered Luggage, the Passenger should report it on the board of the aircraft. If the Passenger does not fulfill this requirement, the SprintAir is not liable for any damage of Non-Registered Luggage unless the damage resulted from its fault or that of its employees or agents.

18.1.5. In the case of damage of Luggage during the flight performed by the SprintAir, the Passenger should give Luggage to repair, pay for repair, then get repair bill and send it to the SprintAir. If damages of Luggage are not suitable for repair, the certificate of this fact should be obtained in writing from the point of repair, specifying the brand, type and value of Luggage.

18.1.6. All claims must be submitted in writing.

18.1.7. All complaints should be used to the SprintAir with attached the PIR and all documents proving the losses incurred by the Passenger - within 1 month of arrival at the Destination Place.

18.1.8. If no complaint is made within the time specified above, the Client shall not be entitled to raise claims against the SprintAir.

18.2. COMPLAINTS

Complaints relating to the air carriage (other than luggage complaints) should be submitted in writing immediately after the flight, in connection with which the Client wants to complain, but not later than within 2 months from discovering the circumstances giving rise to the complaint. The Client shall be liable for any losses or damages arising from the delay in filing the complaint. The SprintAir will assess the complaint according to the General Carriage Conditions in force at the time of the conclusion of the Contract.

18.3. EXPIRY OF RIGHTS

Any right to damages shall be expired if an action is not brought within a period of 2 years, reckoned from the date of arrival at the destination place or from the date on which the aircraft ought to have arrived, or from the date on which the carriage was stopped. The method of calculating of the period of limitation shall be determined in accordance with the law of the court for which the matter was notified.

ARTICLE 19 – RESOLUTIONS CONCERNING CHARTER FLIGHTS

With respect to charter flights, the provisions of these General Carriage Conditions are used to the appropriate extent.

ARTICLE 20 - INTERPRETATION

20.1. Headlines of these Carriage Conditions are for convenience only and do not affect the interpretation of the text.

20.2. If the reservation is made by a person other than the Passenger or this person makes a reservation also on behalf of other passengers, the SprintAir assumes that during the booking person that person makes an statements, consents on behalf of all (other) Passengers within the same reservation, and that person is authorized to make statements or consent on behalf of the above-mentioned Passenger (or passengers).