
**Smartwings Hungary
Limited Liability Company**

**CONDITIONS OF CARRIAGE ON CHARTER FLIGHTS
in air transport of passengers and baggage**

In effect: as of 19 January, 2023



Approved by:

.....
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1. THE CARRIER

Carrier's name: Smartwings Hungary
Limited Liability Company
(Hereinafter: the "Carrier")

Registered seat: 1143 Budapest, Ilka utca 25. B épület, 4. emelet 408.

Company registration no.: 01-09-693315;

Court of registration: Metropolitan Tribunal of Budapest;

Airline identifier: TVL

Telephone: 461-04-90;

Telefax: 461-04-94;

Website: www.smartwings.com/hu

2. TERMS

Unless otherwise defined in these Conditions of Carriage, the terms referred to shall have the following meanings:

Privacy Notice means the current notice on the processing of personal data processed by the Carrier, published on the Carrier's website,

Criminal Code means Act C of 2012 on the Criminal Code or any other act replacing this Act

"Delivery at Aircraft" tag: a tag placed on baggage received from a passenger at the door of the aircraft. Baggage attached this label is carried in the baggage compartment of the aircraft and is returned to the passenger at the door of the aircraft on disembarkation,

EFA system: shall mean the electronic reservation system called "Extranet Flight Application" operated by the Carrier through which the Carrier undertakes the carriage of the passenger,

**Regulation (EC)
No 261/2004:**

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91,

Regulation (EC)

No 1107/2006:	Regulation 1107/2006/EC of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, which applies to these Conditions of Carriage,
Regulation (EC) No 2027/97:	Council Regulation (EC) No 2027/97 of 9 October 1997 on air Carrier liability in the event of accidents,
Regulation (EC) No 889/2002:	Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 on air Carrier liability in the event of accidents,
Regulation (EC) No 2111/2005:	Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air Carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air Carrier, and repealing Article 9 of Directive 2004/36/EC,
Checked Baggage	shall mean baggage of the size and nature defined in point 12.3 of these Conditions of Carriage.
Disabled person and person with reduced mobility	shall mean any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability impairment, or any other cause of disability, or age, and whose situation requires appropriate attention and adaptation to his or her particular needs of the services made available to all passengers (pursuant to Article 2 a) of Regulation (EC) 1107/2006).
Standard Form	shall mean the so-called Medical Clearance Form which is available on the Carrier website and must be filled by a physician.
Carrier	shall mean the economic organisation defined in Point 1 of these Conditions of Carriage.

Carrier's website	shall mean the website www.smartwings.com/hu .
IATA	International Air Transport Association.
ICAO	International Civil Aviation Organisation.
Claim	shall mean the compensation request for damage to health, checked-in baggage or other property of a passenger.
Air ticket / Electronic air ticket / Travel Confirmation	shall mean a document issued by the Carrier or its agents to a passenger pursuant to which the carriage of a passenger and his/her baggage will be undertaken. This document together with the boarding pass remains with the passenger even after the flight is completed.
Flight Coupon	shall mean in the case of travel with an issued ticket, the pages of the ticket relating to each route, to be provided to the Carrier upon passenger check-in for that route.
Checked baggage	shall mean baggage of the size and nature defined in point 12.3 of these Conditions of Carriage.
Government Decree	shall mean Government Decree no. 25/1999 (II.12.) on the rules of air passenger transport.
Intra-Community flight	shall mean any flight between the Member States of the European Union.
“Limited Release” tag	shall mean a tag issued by the Carrier when accepting for carriage as checked baggage damaged baggage or baggage of unsuitable size or condition, indicating the defects or deficiencies of the baggage and declaring the limitation of the Carrier's liability.
Travel without an issued ticket	shall mean carriage undertaken through the EFA system under the conditions set out in point 4.3 of these Terms of Carriage.

Montreal Convention	the Convention for the Unification of Certain Rules for International Carriage by Air, made in Montreal on 28 May 1999, promulgated by Act VII of 2005, and any amendments and supplements thereto.
International Convention	shall mean the Warsaw Convention, the Tokyo Convention and the Montreal Convention, either together or separately.
Flight time	shall mean the period commencing with the release of the brakes of the aircraft immediately prior to take-off and ending with the first application of the brakes of the aircraft after landing.
SDR (Special Drawing Rights)	shall mean a special drawing right as defined by the International Monetary Fund, translated at the exchange rate quoted by the National Bank of Hungary.
Items of personal use	shall mean items of the type defined in point 12.2 of these Terms of Carriage,
Contractual partner:	shall mean the persons and organisations that have entered into a contract of carriage with the Carrier and are involved in the performance of the contract of carriage.
Tokyo Convention	shall mean the Convention on Offences and Other Acts Committed on Board an Aircraft, promulgated by Decree-Law No. 24 of 1971, made in Tokyo on 14 September 1963, and any amendments and supplements thereto.
Travel agency	shall mean a travel company which, under a contract with a Carrier, orders a seat quota on an aircraft and, in the case of travel companies established in Hungary, qualifies as an undertaking engaged in tour operation as defined in Act no. CLXIV of 2005 on Commerce, and in any law replacing it, in force at the time, and, in the case of a foreign undertaking, regardless of whether it is deemed a travel agency under the law of its registration.
Warsaw Convention	shall mean the Warsaw Convention for the Unification of Certain Rules for International Carriage by Air, signed in Warsaw on 12 October 1929, as amended and supplemented.

3. INTRODUCTORY PROVISIONS

3.1 The provisions of these Conditions of Carriage shall be applicable to the non-scheduled air carriage of passengers and baggage, performed by a Carrier against remuneration, whether by its own aircraft or by chartered aircraft. Carriage performed by the Carrier shall be deemed flights whose flight number includes the Carrier's identification code.

Different carriage conditions may apply to flights operated by another carrier, if another carrier performs the carriage of a passenger and the flight number only includes the identification code of such other carrier.

3.2 To the extent that these Conditions of Carriage differ from those provided for by international conventions, applicable law, decisions of public authorities or other rules and regulations, the provisions of the latter shall apply in respect of such other regulation.

3.3 If any provision of these Conditions of Carriage should be invalid, the remaining provisions of these Conditions of Carriage shall be valid and govern the carriage performed by the Carrier.

3.4 In the case of carriage free of charge and carriage based on special order, the Carrier reserves the right to deviate from the provisions of these Terms of Carriage.

3.5. The Carrier is entitled to use third parties to exercise its rights and fulfil its obligations under these Conditions of Carriage. Where these Conditions of Carriage refer to a Carrier, this shall, at times include the Carrier's contractual partners and subcontractors.

3.6. In the event of a conflict between the general terms of contract of the travel agency and the conditions laid down in these Conditions of Carriage, the conditions laid down in these Conditions of Carriage shall prevail, unless expressly otherwise provided by law.

4. THE TICKET

4.1 *Passengers must be in possession of a ticket at the start of passenger carriage by air. The ticket certifies the conclusion of the contract for passenger air carriage and the acceptance of baggage for carriage.*

Loss, irregularity of or damage to the ticket shall not affect the validity of the contract for passenger air carriage.

(Government Decree; Section 6)

4.2 **Travel with an issued ticket**

- 4.2.1 The travel agency will provide the Carrier with the passenger's details. The Carrier hands over the ticket issued in the name of the passenger to the travel agency. The passenger can collect his/her ticket from the travel agency. If the Carrier so agrees with the travel agency, the travel agency shall be entitled to issue the ticket. If the ticket is issued by the travel agency, the Carrier shall not be liable for any damage resulting from the issue of the ticket and the passenger may lodge any complaint or claim against the travel agency in respect of the incorrect issue of the ticket.
- 4.2.2 The ticket issued shall include the following:
- a) the name of the Carrier,
 - b) the name of the passenger,
 - c) the number of the flight,
 - d) the date of travel,
 - e) the scheduled time of departure,
 - f) indication of the place of departure and destination,
 - g) the weight of the baggage,
 - h) the signature of the party that issued the ticket.
- 4.2.3 The ticket is not valid if it does not contain any of the above information. The Carrier is not obliged to carry a passenger without a valid ticket. Upon request of the Carrier or other competent authorities, the passenger is required to present and submit his/her air ticket to the Carrier the relevant flight coupons. The flight coupons shall be used in the sequence specified in the coupon for passenger. Throughout the whole trip the passenger shall be obliged to keep the air ticket together with all flight coupons not yet submitted to the Carrier or a confirmation handed over by the Carrier replacing a flight coupon.
- 4.2.4 If the ticket submitted is damaged or lost, or if the information on the ticket is illegible or altered by anyone other than the Carrier or the Carrier's authorised representative, the passenger is no longer entitled to be transported.
- 4.2.5 The air ticket shall not be transferable. If the air ticket is presented by anybody other than the person eligible to carriage or claims a refund in connection with the air ticket, the Carrier shall not be liable towards the eligible person, if it bona fide carried a person submitting the air ticket or transferred the same on behalf of such persons.
- 4.2.6 A copy of an original document may be issued to replace a lost or stolen ticket if the passenger noticed the loss or theft of the ticket. In such a case, the passenger must pay the Carrier the costs of making the copy and provide written guarantee that the Carrier will be reimbursed for any damage or loss resulting from the misuse of the lost original document.

4.3 Travel without an issued ticket

- 4.3.1 In the case of travel without an issued ticket, there is no need for a paper air ticket, electronic ticket, other document (*voucher, etc.*) replacing the air ticket to be retained by the passenger.
- 4.3.2 It is an essential condition for reporting for check-in and travelling that the name of a passenger with a valid reservation for the flight in question is uploaded in the EFA system and that the passenger is in possession of a valid identity document (*passport, identity card, visa if required*).
- 4.3.3 If the passenger's name is not recorded in the EFA system, the Carrier will refuse the passenger's reporting for check-in.
- 4.3.4 All travel agents have the possibility to record their passengers by entering their names in the EFA web application 45 minutes before departure.
- 4.3.5 In cases where a passenger's name is not recorded in the EFA system, the Carrier will not be able to accept reporting for check-in and the passenger will not be allowed to travel.

5. CHECK-IN

- 5.1 *Prior to the start of the carriage of passengers by air, the Carrier shall draw up a list of the names of the persons taken on board the flight, shall process it in accordance with data protection rules and shall keep it for at least 60 days from the end of carriage.*

The list of passengers may be consulted by the authorities responsible for air transport control and by the national security services, within the limits of their competence and in compliance with data protection rules.

(Government Decree; Section 8)

- 5.2 Unless otherwise agreed by the travel agency, passengers must report at the airport of departure two hours before the departure time indicated on the ticket with their valid ticket (if carriage is on the basis of a ticket) and travel documents. These must be presented on request before boarding. Passengers are required to submit to security and, where appropriate, customs checks carried out by the competent authorities on themselves, their cabin baggage and their checked baggage.
- 5.3 The travel agency shall be responsible for the timely arrival of passengers in order to complete the check-in procedure, thus, in particular for informing passengers of the exact time of departure and the time at which check-in is to commence.

- 5.4 The Carrier shall not be liable for any damage suffered by a passenger as a result of the passenger's failure to comply with the obligations set out in point 5.2 and the travel agency's failure to comply with the obligations set out in point 5.3

6. OBLIGATIONS OF PASSENGERS

- 6.1 *A passenger is required to undergo a passenger security check prior to carriage and present to the Carrier's staff, on request, the documents required by the states involved in the carriage for crossing the border. If a passenger refuses to submit to the check, does not submit to the check, does not possess the documents or if the documents are irregular, the Carrier may refuse to commence or continue the performance of the contract until the documents are presented.*

The Carrier shall not be liable to the passenger for any damage sustained by reason of the passenger's failure to possess the documents required by the states concerned in the carriage or their irregularity.

The passenger shall be liable to reimburse the Carrier for the cost of return and keeping and for any damage resulting from the failure of the authorities of the state involved in the carriage to approve the passenger's carriage because of the absence of the necessary documents or their irregularities or for infringing the provisions on entry and exit.

(Government Decree; Section 10)

- 6.2 Prior to ordering carriage service and boarding the aircraft, a passenger shall, when called on by the Carrier's staff member or authorities be obliged to identify him/herself, present the relevant travel documents, and answer questions of a security nature, or submit the requested personal data to the proceeding authorities. Pursuant to applicable laws, the Carrier shall submit such passenger data to the authorities or provide them access to such data. The Carrier is also entitled to provide third parties with the passenger's details if this is necessary because the passenger has caused damage or injury to third parties.
- 6.3 The carriage of a passenger by the Carrier is subject to the presentation of the general and valid travel documents, together with the identity card/passport/visa or other necessary document in case of loss of the original documents. Presentation of the appropriate identity document, such as, e.g. the entry in the passport of a legal representative or other proof of consent to travel; a child's identity card, which is also required for children and infants.
- 6.4 If a passenger and/or his/her documents do not comply with the entry rules of the country of destination and he/she is unable to produce the transport documents/personal documents specific to that country, the Carrier has the right to refuse carriage. A passenger whose travel

documents do not allow him/her to return to Hungary at the time of departure from Hungary will not be allowed to board a flight from Hungary to a country outside Schengen.

- 6.5 The passenger is required to undergo a security check, including his/her checked and cabin baggage.
- 6.6 According to the relevant international regulations, no firearms, ammunition, knives, toys that can be used as real assault weapons, such as revolvers, grenades or any other objects of a stabbing or cutting nature, are allowed on board during the trip. The Carrier shall not be liable for objects confiscated for safety reasons.
- 6.7 In accordance with international regulations, passengers are not allowed to carry in their checked and cabin baggage objects, substances and compounds specified by the Carrier and set forth in the relevant legislation of the country concerned. Otherwise, the passenger is obliged to remove such items prior to the flight and does not have the right to receive them back (the competent authorities will confiscate such items).

The Carrier does not accept any responsibility for items confiscated for safety reasons.

- 6.8 If additional expenses are incurred by the Carrier as a result of a breach of the passenger's obligations set out in points 6.3, 6.4, 6.5 and 6.6 (in particular, expenses resulting from a breach of customs and passport regulations in the country of departure or arrival; expenses resulting from the passenger's deportation; expenses invoiced by the authorities for a breach of the laws of the country of departure or arrival; expenses resulting from a delay in the flight due to the passenger's late arrival at the boarding area/boarding gate; etc.), the Carrier is entitled to claim such additional costs from the passenger.
- 6.9 The passenger must be ready for boarding and report at the boarding point/gate of the flight with a valid boarding pass at the time indicated on the boarding pass, at the latest. If the boarding time is not indicated on the boarding pass, the passenger must report at the boarding point/gate no later than 20 minutes before the departure of the flight. If the passenger fails to appear for boarding at the boarding point/boarding gate after the check-in procedure for reasons attributable to the passenger and the flight is delayed for this reason because the passenger's checked baggage needs to be unloaded, the passenger shall reimburse the Carrier for all damages proven and awarded by a final court decision.
- 6.10 The exact time of departure will be specified in the ticket (if the trip is made on the basis of a ticket) or in the relevant confirmation of booking. In the case of multiple confirmations, the departure time indicated in the last confirmation shall be deemed to be the reference time.
- 6.11 The passenger shall inform the travel agency in advance of any medical condition requiring special carriage or adversely affecting the flight process at the time of ordering carriage or, if

such a condition arises subsequently, at least 48 hours before the published departure time of the flight.

6.12 When travelling by air, a passenger shall exercise due care and observe the rules laid down by the Carrier for the safe and accident-free operation of passenger air transport, prior to the start of the trip and under all circumstances during the trip, thus, in particular, during:

- passenger check-in, assembly and movement in passenger facilities,
- boarding and disembarkation
- placing clothes and unchecked (cabin) baggage on the aircraft.

6.13 Further, the passenger is required to:

- a) come to be checked-in and meet all required formalities and check-in procedures on time,
- b) pay any service fees for check-in possibly arising at the standard check-in counter,
- c) when called on by the Carrier's employee or following the request appearing on a luminous switchboard, fasten the belt during take-off and landing and possibly during the flight,
- d) when called on by the Carrier's employee, change his/her seat for the designated one, if necessary, due to operation or security reasons,
- e) refrain from behaving in a manner that could endanger the safety and fluidity of air transport, disturb other passengers, or provide a basis for complaints on their part, impede the Carrier's staff in performing their duties or damage the Carrier's or other passengers' property,
- f) refrain from a conduct that could pose a threat to others on board the aircraft, including the excessive consumption of alcohol,
- g) refrain from perpetrating any type of physical or verbal attack of any other persons on board or at the airport including the employees or representatives of the Carrier. In the event of the violation of this prohibition, a passenger may be excluded from carriage.
- h) refrain from damaging or destroying the property of the Carrier, the airport, other persons or any other third parties. In the event of the violation of this prohibition a passenger may be excluded from carriage,

- i) refrain from diving for the period of 12 hours prior to commencing a flight, and, in the event of diving into lower depths and adding stopovers for decompression, for the period of 24 hours prior to departure,
- j) Refrain from smoking on board of all aircraft. Smoking prohibition also applies to the so-called e-cigarettes. In the event of the violation of this prohibition, the Carrier may require the passenger to pay a penalty in a sum equivalent to EUR 2,000, and may be excluded from carriage,
- k) refrain from using electronic devices and equipment in-flight which, when in use, could have a negative effect on the functions and operation of electronic equipment and aircraft systems (the use of hearing aids and heart rate regulators is permitted); and refrain from using cameras and other recording devices capable of recording the work of the crew on duty on board the aircraft. In the event of the violation of this prohibition a passenger may be required to pay a penalty in a sum up to EUR 2,000, and excluded from carriage,
- l) keep their mobile phone switched off or in so-called flight mode for the entire duration of the flight,
- m) If, due to health problems arising during the flight, first aid is necessary, provide the crew with the required personal and medical data and submit to medical examination,
- n) reimburse the Carrier and third parties for any damage caused by the passenger, in particular damage caused to the airport lounge; damage caused by the unlawful carriage of dangerous animals or objects; damage caused by an emergency landing, etc.,
- o) refrain from consuming alcoholic beverages carried on board in cabin baggage for the entire duration of the trip. In justified cases, the pilot on duty on board the aircraft shall be entitled to ask a passenger for proof of identity and to pack the alcoholic beverages for the duration of the flight,
- p) to comply unconditionally during the flight with the instructions of the pilots and the cabin crew on duty on the aircraft,
- q) to submit to the required personal security checks carried out by the authorities or other organisations,
- r) stow his/her clothing in a manner that complies with air transport regulations.

In the event of a breach of the prohibitions under this point, the Carrier may, at its unilateral discretion, lodge a complaint against the passenger before the competent authority.

7. RIGHTS AND OBLIGATIONS OF THE CARRIER

- 7.1 The Carrier shall ensure that the passengers are escorted to the aircraft and that the boarding and disembarking of the aircraft is carried out smoothly and safely.
- 7.2 The Carrier shall be obliged to ensure that the passengers are acquainted with placing and the way of use of the following:
- a) Safety belts,
 - b) Emergency exits and equipment designed for common use,
 - c) Lifejackets and oxygen apparatus, for use by passengers, should the need arise,
 - d) Other emergency equipment designed for individual use
- 7.3 Passengers must be informed on the smoking ban and the use of electronic devices on board the aircraft.
- 7.4 As necessary, the Carrier shall inform the passengers of the requirements on safety and order on board, and the consequences of their violation.
- 7.5 Should the need arise, the Carrier shall be required to advise the passengers on the procedures to be applied in the given emergency.
- 7.6 The Carrier shall ensure the possibility for passengers to fasten their safety belts upon take-off, landing, turbulence and at any time when it is necessary based on a call to do so by the aircraft's captain. The Carrier shall instruct the passengers to place their items appropriately.
- 7.7 If, in the Carrier's opinion, a passenger's conduct poses danger to the aircraft or any person or property on board or obstructs the performance of duties by the crew on the aircraft, or a passenger does not comply with the instructions of the crew on the aircraft or behaves in a manner causing reasonable objections by other passengers, the Carrier may take action it deems appropriate to stop such behaviour,
Thus, in particular, the Carrier is entitled to use coercive measures in respect of the passenger, remove such passenger from the aircraft after landing and refuse further carriage(s) of the passenger in the future,
- 7.8 For flight safety, other safety reasons and to maintain order on board, the captain in command of the aircraft is empowered to give instructions to all persons on board the aircraft and the persons on board must comply with the same.
- 7.9 The Carrier reserves the right to use a different type of aircraft for performing carriage than the one previously specified.
- 7.10 The Carrier is entitled to designate another carrier to perform the carriage. In such a case, passengers shall be informed accordingly pursuant to those set forth in Article 11 of Regulation (EU) no. 2111/2005.

8. EXCLUSION FROM CARRIAGE

8.1 The Carrier may exclude a passenger or baggage from carriage, in particular, if in its opinion:

- a) it is necessary in consideration of the laws, and regulations of the state of origin, stopover or destination of the flight.
- b) a passenger infringes the requirements, or the laws of a given state,
- c) a passenger is unable to take care of him/herself due to age, mental or physical condition and does not have a carer to assist him/her,
- d) The behaviour, physical or mental condition of a passenger may give rise to concern by other passengers, or a passenger could present a threat to themselves, other passengers and/or property of the Carrier, the airport, or third parties,
- e) the passenger's conduct, or his/her physical or mental condition might endanger the safety of carriage by air or public order, or other passengers or their property items,
- f) a passenger physically or verbally attacked any other person including the employees or representatives of the Carrier on board or at the airport and/or attempted to cause damage (successfully or unsuccessfully) to the property of the Carrier, the airport, other passengers or third parties,
- g) a passenger presents a threat or risk to the safety and the process of carriage by air, other passengers and the property of third parties,
- h) a passenger does not submit to the guidelines of the Carrier or instructions of the Carrier's staff, persons holding public office and/or airport staff, in particular safety requirements or instructions given on board,
- i) the passenger refuses to undergo security checks,
- j) the relevant charges or taxes or applicable duties in relation to air transport were not paid in respect of the passenger,
- k) the passenger is unable to present documents required for air carriage,
- l) the passenger's ticket (if carriage is performed based on a ticket)

- (i) has been destroyed or damaged,
 - (ii) a passenger refused to surrender, against a confirmation of receipt, his/her travel documents in cases where the competent authorities require that they should be held by the Carrier during the time of the trip,
 - (iii) has been obtained unlawfully,
 - (iv) has been declared lost or stolen,
 - (v) has been counterfeited,
 - (vi) the flight coupon was changed by a person other than the Carrier or its authorised representative; the Carrier reserves the right to retain such ticket,
 - (vii) was not issued by the Carrier or not accepted by the Carrier for reasons defined in points (i), (iii), (iv), (v), (vi) above,
- m) the passenger fails to report for departure on time and in accordance with those set out in Chapter 5 of the Conditions of Carriage,
- n) the passenger has been refused to enter the country of destination or any stop over which the flight is operated,
- o) during a previous flight the passenger behaved in a manner that violates applicable law (in particular, those regulating the safety of air transport, conduct) and there is reasonable ground to assume that the passenger will repeatedly commit such infringements,
- p) the passenger suffers from an infectious disease that is subject to obligatory reporting,
- q) this is necessary for safety reasons when the passenger is under the influence of alcohol or drugs,
- r) the clothing of a passenger does not correspond to the standards of air transport,
- s) carriage of the passenger is contrary to the provisions of the Carrier,
- t) in the view of the captain of the aircraft, a passenger's conduct gives rise to the reasonable suspicion of a criminal offence committed.
- u) such steps have been taken in accordance with the Tokyo Convention,
- v) the passenger requires special assistance, which the Carrier is not able to provide or the cost of which would be disproportionately high,
- 8.2 The Carrier and the Carrier's representatives are entitled to unilaterally ascertain the existence of a condition for exclusion from carriage of a passenger or baggage as set out in these Conditions of Carriage and to decide unilaterally on exclusion.

8.3 The Carrier excludes its liability for all damages and expenses incurred in connection with the exclusion of a passenger or baggage from carriage or their removal from the aircraft. The passenger shall bear the expenses of the exclusion from carriage.

8.4 Pregnant women will not be permitted to fly following the 34th week of pregnancy (28th week in the case of twins).

9. CONDITIONAL ACCEPTANCE FOR CARRIAGE BY AIR

9.1 The Carrier excludes its liability for any contingent injury, illness or other

health detriment (including passenger's death) of a passenger, who may suffer a health detriment, or another emergency may arise due to his/her physical or mental condition or age, or for damage to personal belongings kept by a passenger with him/her, (not including damage purposefully caused by the Carrier, its staff or subcontractors or their conduct causing detriment to human life, physical integrity and health).

9.2 Due to safety reasons, the Carrier shall be entitled to refuse carriage of a physically or mentally handicapped passenger without escort. At check-in and throughout the whole flight, the sick passenger must keep with him/her a physician's certificate in the form of the Medical Clearance Form stating his/her condition permits air carriage. The form contains the conditions required by applicable law. The physician's certificate shall be required in the following events:

- a) In the case of a heart attack, up to 21 days following the event,
- b) In the case of stroke, up to 10 days following the event,
- c) In the case of new-born babies, up to 7 days following their birth,
- d) In the case of decompression disease,
- e) In the case of pneumothorax 14 days following the event,
- f) If there is a need for stretcher service,
- g) In respect of a person who is unable to maintain an upright sitting position,
- h) In the case of a head injury, up to 14 days following the event,
- i) In the case of fractures (except for uncomplicated fractures of upper limbs and fingers of upper limbs),
- j) In the case of plaster cast (except for plaster cast on upper limbs),
- k) In the case of serious vein thrombosis,
- l) In the case of a serious mental disease (the passenger must be assisted by a carer, for whom the adjacent seat is reserved),
- m) Any serious or acute infectious disease (including chickenpox)

9.3 In the event of the sudden death of a passenger during a flight, his/her remains shall be disembarked from the aircraft at the nearest airport and handed over together with a protocol to the competent local authorities for further examination and ordering of appropriate transport.

10. CARRIAGE OF PASSENGERS WITH SPECIAL NEEDS

10.1 General provisions

Passengers requiring special assistance and care are required to inform the travel agency or the Carrier of this circumstance at the time of booking.

The Carrier will endeavour to facilitate travel for the sick, the disabled, unaccompanied children or pregnant women. Acceptance for carriage of unaccompanied children, sick, disabled persons or pregnant women may be subject to prior consultation with the Carrier on the conditions of such transportation, in accordance with applicable law.

Passengers requiring special attention and parents travelling with small children should pre-notify airport staff on their possible needs.

Wheelchairs, crutches and stretchers are subjected to manual inspection.

Due to safety requirements, passengers with special needs and children under the age of 14 may not occupy seats near the emergency exits on the aircraft.

The Carrier ensures that the person accompanying a passenger with special needs can take the seat next to such passenger if the fact of travelling with a companion is notified to the Carrier no later than 48 hours before departure.

- 10.2** If the Carrier proves that the negligence or other wrongful act or omission of the person claiming compensation or of a person from whom the claimant derives his/her right to claim compensation has caused or contributed to the damage, the Carrier shall be wholly or partly discharged from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. **Carriage of passengers with reduced mobility**

The nature of care provided for passengers with reduced mobility shall be subject to safety regulations applicable to carriage by air, the equipment available on the given aircraft of the Carrier and local conditions of the relevant airport.

At their discretion, passengers may decide to hand over their wheelchairs to the airport staff in order to be placed in the cargo compartment of the aircraft. If possible, a passenger is obliged to disconnect the battery from the wheelchair prior to handing it to the representatives of the Carrier. In this case, passengers will be able to pick up the wheelchairs at the airport of destination. Airport ground staff will provide assistance to the passengers in moving from the check-in stand to the aircraft and from the aircraft to the baggage claim area after arrival, using a different wheelchair.

Certain seats on board have armrests that can be lifted to facilitate movement. As far as possible the Carrier ensures the availability of these seats to passengers with reduced mobility.

Some restrooms on board are equipped with handrails, making their use easier for passengers with reduced mobility.

The Carrier reserves the right to change the type of the aircraft used for carriage when carriage cannot be performed with an aircraft belonging to the Carrier and another carrier is involved in performing carriage.

The cabin crew on duty on board the aircraft will provide assistance to passengers with reduced mobility on the way to the restroom and back to their seats but is not entitled to lift and carry such passengers or provide assistance during their stay in the toilets.

10.3 Carriage of passengers travelling with a guide dog

Blind or other passengers who are dependent on a guide dog must carry a certificate proving that the dog has been trained to assist disabled persons and possesses the required travel documents, and the Carrier recommends that a muzzle should be put on, if necessary. The guide dog must wear a harness and be kept on a leash, it may be carried on board the aircraft free of charge.

10.4 Carriage of minors up to 2 years of age

A child under 2 years of age shall be deemed an infant. In the case of a return flight, the date of return shall determine the applicability of this chapter. An infant shall not be entitled to an own seat and refreshments and will travel on the lap of the accompanying person. On the routes operated by the Carrier, one adult passenger may travel with only one infant. For one row of seats, only one infant is allowed. For safety reasons, the use of a child safety seat is allowed under the following conditions:

- a) The passenger has purchased a separate seat for placing the child safety seat,
- b) The child safety seat has been certified for use in air carriage and the certificate has been displayed on the child safety seat,
- c) The child safety seat is allowed if it can be fastened by a two-point belt and has to be kept fastened in this way throughout the entire flight.

A minor below 2 years of age may not be seated in a row next to the emergency exits.

10.5 Unaccompanied minors

An unaccompanied minor is a minor above 6 years of age up to completion of his/her 11th year of age, who is not accompanied by at least one person over the age of 18. Minors under 6

years of age may not be carried if not accompanied by an adult. The Carrier provides assistance service for unaccompanied minors (UMNR) at the airports of the departure and destination. The assistance service (UMNR) is subject to payment as per the prevailing price list.

An unaccompanied minor may be carried if he/she is escorted to the airport of departure by a person over the age of 18, who provides the Carrier with an UMNR form filled in and signed by the legal guardian confirming that the child will be awaited at the destination airport by another person over the age of 18. The Carrier is authorized to demand proof of the age of the child. The parents/guardians/escorting person must remain at the airport until the departure of the aircraft. In case the adult person so entitled fails to await an unaccompanied minor at the destination airport, the expenses of the Carrier shall be reimbursed by the legal guardian (thus, in particular, the expenses related to the return carriage of the unaccompanied minor). The UMNR form is available on the Carrier's website.

The service for unaccompanied minors (UMNR) is available if the Carrier had been notified of the need for such carriage at least 48 hours prior to departure.

10.6 Children travelling without (a) parent(s)

If a passenger under the age of eighteen is travelling with only one parent, or with a person over the age of eighteen who is not his or her legal guardian, the proceeding authority may require written confirmation that the other parent (or parents in the case of a child travelling without parents) has (have) consented to the trip. Therefore, it is recommended that a passenger under the age of eighteen or the person travelling with him/her should bring a declaration by the parent(s), drawn up in Hungarian and in the language of the destination or translated into these languages proving that they have consented to the foreign travel of the person under the age of eighteen. It is also recommended that the declaration should include the details of the passenger under the age of eighteen, the accompanying person(s) and the parent(s), the number of the travel document of the passenger under the age of eighteen, the purpose of the trip, the place of destination, the details of the person or institution to be visited and their contact details.

10.7. Oxygen

- a) For safety reasons, Smartwings Hungary does not permit passengers to bring their own oxygen bottles on board. If oxygen is required for use during the flight, it must be ordered directly with the Carrier on the same day as the flight is booked, but no later than 3 days before departure. The clients of tour operators shall book the oxygen via the tour operators. The Carrier may refuse to provide the service on particular flight for operational reasons.

- b) Passengers must travel with a so-called Medical Clearance Form filled in by a physician confirming that they are fit to travel. The Carrier may exclude the passenger from carriage who does not possess this form. The form is available on the Carrier's website.
- c) The service contains one bottle of oxygen (311.5 L) and shall be subject to charges pursuant to the applicable price list of the Carrier.

11. ORDER ON BOARD

11.1 Assignment of seats, booking of seats

The Carrier reserves the right to allocate seats on its flights, thus, without the payment of extra charge it only ensures specific seats for passengers requiring special care. Passengers may reserve seats on flights subject to the availability of seats, subject to the conditions and charges set out in the Conditions of Carriage. Seats on the aircraft will be confirmed on the boarding pass and seats will normally be allocated in the order in which passengers present themselves at the check-in counter.

The Carrier does not guarantee that the passenger will be allocated the desired seat on board the aircraft. The Carrier has the right to change the seat allocated to a passenger without prior notice for operational or safety reasons, regardless of the existence of a valid seat reservation. If a passenger fails to report for check-in on time or is unable to board the aircraft for any reason, the Carrier has the right to cancel his/her seat reservation for that flight.

Seats may be reserved on the Carrier's flights for specific charges, as set out in the Annex to the Conditions of Carriage.

- **PREMIUM SEATS:** means seats in the first four rows of the aircraft and in the emergency exit rows. In some aircraft, the first row starts marked 2ABC and 2DEF and certain seats are withdrawn from use and may not be reserved. Seats in the emergency exit rows may only be reserved for passengers in good physical condition and the Carrier reserves the right to unilaterally determine the existence of a good physical condition at any time during the trip. Seats in emergency exits may not be reserved for children under 12 years of age, elderly or physically unfit passengers, or for passengers with mental or physical impairments. If an emergency seat is reserved for such passengers and the passenger does not meet the conditions set out herein, the passenger will be transferred. The Carrier excludes its liability for damages and shall not be obliged to refund the reservation fee if the transfer took place because the seat had been reserved despite the grounds for exclusion set out in this point.
- **STANDARD SEAT:** means the available passenger seats on the aircraft other than the PREMIUM SEATS.
- **EXTRA SEAT:** means any extra seats booked by a passenger holding a valid ticket for the flight in question in addition to his/her own seat. The fare for EXTRA SEATS is the

fare payable for the PREMIUM SEAT and the STANDARD SEAT. The Carrier reserves the right to limit the number of EXTRA SEATS a passenger may occupy.

Reservations made less than 24 hours prior to the departure of a given flight cannot be guaranteed by the Carrier due to technical constraints.

In the event of a claim, the passenger must present a valid boarding pass for the flight in question. In the event of a valid claim, the Carrier will reimburse the passenger for the amount of the booking fee paid in accordance with the Annex to the Conditions of Carriage and excludes any claim for compensation in excess of this amount.

- 11.2 The Carrier reserves the right to deem certain articles for personal use not suitable for carriage on board. The Carrier will label such articles "Delivery at Aircraft", if the capacity of the aircraft permits, and carry them in the baggage compartment of the aircraft.
- 11.3 Passengers shall stow their cabin baggage and other items carried on board in such a way as to leave emergency exits and passageways clear.
- 11.4 Passengers must comply with the instructions of the Carrier's staff throughout the entire carriage. In particular, they must comply with the restrictions and instructions concerning smoking, the consumption of alcohol or other intoxicating substances and the use of electronic equipment.
- 11.5 A passenger's conduct shall not jeopardise the aircraft, the safety of persons or property on board the aircraft or hinder the crew in the performance of their duties.
- 11.6 In the event a passenger breaches the order and discipline on board in any manner through his/her conduct, the Carrier shall be entitled to implement the necessary measures and the passenger shall be obliged to tolerate such measures.
- 11.7 The Carrier shall be entitled to assert against a passenger all damages and expenses incurred by it or by any other passenger as a result of the passenger's conduct in disobeying the rules of order and discipline on board or due to the measures the Carrier had to take for that reason.
- 11.8 On-board catering shall be provided by the Carrier in accordance with the terms of the charter contract concluded with the travel agency. The Carrier reserves the right to charge extra for alcoholic beverages and entertainment programs. The Carrier reserves the right to restrict on-board food and beverage service in case of unfavourable flight conditions.

12. BAGGAGE

12.1 General provisions

12.1.1 *The Carrier transports the passenger's baggage from the airport of departure to the airport of destination.*

The Carrier shall carry the passenger's baggage as checked and cabin baggage.

Checked baggage is accepted by the Carrier and cabin baggage remains in the passenger's custody after security screening. Passengers may take items for their personal use on board the aircraft other than cabin baggage.

Before the start of the trip, the Carrier shall determine the weight and number of baggage items and shall enter the details of checked baggage on the ticket and issue an identification voucher.

The Carrier shall normally carry checked baggage on the aircraft on which it is carrying the passenger; however, for reasons of flight safety, the Carrier may also carry the checked baggage on the preceding or following flight or by a circuitous route.

The Carrier and the passenger may agree that the Carrier will not carry the baggage on the aircraft on which the passenger is travelling; in this case, the carriage of the baggage shall be subject to the rules of air cargo carriage, it shall be subject to security screening and shall be labelled "RUSH".

(Government Decree; Sections 11 - 14)

12.1.2 *The Carrier may charge a separate service fee for the passenger check-in procedure at the standard passenger check-in counter.*

The passenger's baggage may not contain any object (material) that is not baggage, as defined by law, or any object (material) that endangers the life, property or safety of others or of the flight (hereinafter referred to as "object excluded from carriage").

The Carrier may require a passenger to remove the excluded article from his/her baggage. Failure to do so may result in a refusal to carry the baggage.

The passenger must pack checked and cabin baggage in such a way that it is protected by the packaging and does not endanger or damage the persons or property of others. Otherwise, the Carrier may refuse to carry the baggage.

Unless otherwise provided by law, the Carrier may check the passenger's baggage in the presence of the passenger or of an official, if there are reasonable grounds for assuming that the passenger has not complied with the rules relating to the contents and packing of the baggage.

The Carrier shall draw up a report on the inspection of the baggage, indicating the weight of the baggage, any damage to it, the circumstances of the inspection, the measures taken and shall hand over a copy of the report to the passenger.

(Government Decree; Sections 15 - 17)

12.1.3 Carriage of those indicated below is excluded:

- a) Baggage and other items that may threaten the safety of the flight, of persons and property as well as baggage and items that might easily get damaged during carriage, or the packaging of which is not suitable, or may jeopardise passengers,
- b) Items specified as dangerous items by the regulations of the International Civil Aviation Organisation (ICAO), the International Air Transport Association (IATA) and the regulations of the Carrier.
- c) Items excluded from carriage by the regulations of the states crossed during carriage,
- d) Items that are, in view of the Carrier, not suitable for carriage due to their weight, size or nature.
- e) segways and hoverboards,
- f) Samsung Galaxy Note 7 type mobile telephones,
- g) any overheating or damaged battery,
- h) in particular, the carriage of objects or substances which appear to be firearms or explosives; fragile objects, flammable substances; compressed gases, diving cylinders; explosives, fireworks, rockets; magnetic, radioactive, poisonous, toxic or infectious substances; objects or substances that cause inconvenience or discomfort to others; objects that are unfit for carriage by air because of their weight, size or other characteristics.

12.1.4 If a passenger's baggage contains articles excluded from carriage, the Carrier shall not be liable for any delay, loss or damage thereof.

12.1.5 Except in the case of intent, the Carrier shall not be liable for damage caused by searching, X-ray-ing or other screening of baggage.

12.1.6 In the event of doubt, the Carrier reserves the right to declare an object to be excluded from the flight. The carriage of articles excluded from air carriage, or of articles

which, in the opinion of the Carrier, require a special mode of carriage not specified in this chapter shall be carried out by the Carrier by special agreement.

- 12.1.7 The Carrier may refuse to accept for carriage baggage that is not properly packed, exceeds the prescribed dimensions or is damaged, or may, at the passenger's request, carry it added a "Limited Release" label recording the condition of the baggage and limiting the Carrier's liability.

12.2 Cabin baggage and items of personal use

- 12.2.1 Passengers are allowed one piece of cabin baggage and one piece of personal use on board the aircraft.

Cabin baggage items may weigh up to 8 kg, shall have a maximum length of 55 cm (21.65 inches), a maximum width of 45 cm (18 inches) and a maximum depth of 25 cm (10 inches), but all three dimensions together may not exceed 115 cm (45 inches), including handles and wheels.

One of the following items may, at the passenger's choice, be included in items for personal use:

- a) Small size handbag: up to 3 kg in weight, with a maximum length of 40 cm, a maximum width of 30 cm and a maximum depth of 15 cm,
- b) coat, shawl, or blanket,
- c) umbrella,
- d) small camera, video camera or binoculars,
- e) small portable personal computer,
- f) in-flight reading material,
- g) food for the infant during the flight,
- h) crutches, walking sticks or other orthopaedic/supportive aids and a fully foldable wheelchair for a disabled person, to be placed in the aircraft baggage compartment due to space limitations,
- i) folding pushchair (placed in the baggage compartment of the aircraft)
- j) a child safety seat certified for use in air transport, provided, that it is placed in a seat specifically purchased by the passenger for that purpose.
- k) a child safety seat not certified for air carriage, provided, that it fits in the storage compartments above the passenger seats.

Instead of cabin baggage, 1 instrument with a maximum weight of 8 kg, a maximum length of 90 cm, a maximum width of 35 cm and a maximum depth of 20 cm including the instrument case may be carried on board.

In addition to cabin baggage and items for personal use, apart from medical equipment, disabled persons or persons with reduced mobility may take on board the aircraft up to two pieces of fully folding mobility equipment (which may include an

electric wheelchair, unless the battery of the wheelchair contains corrosive substances) per person, subject to a 48-hour prior notice period and to the space available on board the aircraft, possibly in a limited scope and in compliance with the legislation in force on hazardous goods. The passenger must inform the Carrier of the weight and size of the wheelchair.

- 12.2.2 The Carrier shall be entitled to check the size, weight and number of cabin baggage items and the total weight of all items carried on board the aircraft by the passenger. The Carrier has the right to determine whether a given baggage item is acceptable as cabin baggage, in particular, with regard to weight and size restrictions. If the Carrier does not classify a baggage item as cabin baggage, the passenger must check in the baggage and its weight must be added to his/her checked baggage.
- 12.2.3 The weight of cabin baggage items shall not be aggregated between individual passengers, even if two or more passengers can be proven to be travelling as a group (family, partners) on the same flight or flights and check in together.
- 12.2.4 Cabin baggage must fit in the space under the seat in front of the passenger or in the overhead compartment. Items not meeting cabin baggage requirements are considered as excess checked baggage. The Carrier reserves the right to carry cabin baggage in the baggage compartment of the aircraft in the event of a lack of storage space.
- 12.2.5 The Carrier shall not be liable for the loss or destruction of cabin baggage and personal items, unless intentionally caused by the Carrier, its staff, or subcontractors.
- 12.2.6 Passengers may not take the following items on board the aircraft: knives with blades of any length, letter openers, scissors of any size, weapons and possibly toy or imitation weapons made of plastic or metal, slingshots, household cutlery, blades and razor blades, mechanical tools, arrows, corkscrews, syringes, except for medical reasons, knitting needles, sport sticks, snooker and billiard sticks, metal nail files and other objects that are considered hazardous by the airport security service and the improper use of which may endanger the safety of passengers and staff. Such items may be confiscated from the passenger during the airport security screening without payment of compensation.
- 12.2.7 The following items are prohibited in the screened area of the airport and on board the aircraft:
- Firearms and other weapons, any object capable of or appearing capable of discharging a projectile or of causing injury, such as
 - All firearms (combat and sports pistols, revolvers, rifles, shotguns and shotgun pellet guns, air pistols, etc.)
 - Replicas and imitations of firearms

- Lighters in the shape of firearms
- Firearm components (except telescopes and monoscopes)
- Humane animal killing equipment
- Signalling pistols
- Starting pistols
- Toy guns of all kinds
- BB guns and ball-bearing pistols
- Crossbows and traditional bows
- Catapults
- Harpoons and spear guns
- Industrial nail guns and nail shooters
- Stun and stun devices such as muzzle-loaders, ballistic electrical energy weapons (stun guns)
- Pointed/edged weapons and sharp objects and their imitations which may cause injury, such as:
 - Axes and hatchets
 - Arrowheads and darts
 - Blades
 - Razor blades
 - Daggers and spears
 - Ice axes and ice picks
 - Ice skates
 - Knives with folding blades and spring knives of all sizes
 - Daggers, real and antique, provided that the blade exceeds 6 cm in length, is made of metal or other material suitable for use as a potential weapon,
 - Meat cleavers,
 - Machetes,
 - Razors and razor blades (disposable or interchangeable blade razors with the blade stored in a separate cassette),
 - Sabres, swords and stick-swords,
 - Scalpels,
 - Scissors with blade length exceeding 6 cm
 - Ski poles and walking/hiking poles
 - Tent pegs
 - Shooting stars
 - Household and DIY tools, which may be suitable for use as drilling and cutting weapons, such as drills and drill bits, box openers and household knives, saws of all kinds, screwdrivers, crowbars, hammers, pliers, spanners and wrenches, welders.
 - Other objects that do not look like weapons but have a concealed blade
- Blunt instruments capable of causing injury, such as:
 - Baseball bats and softball bats
 - Billiard, snooker and pool cues

- Huskers and batons - rigid or flexible - such as police batons, weighted-end bullwhips, other clubs
- Cricket bats
- Golf clubs
- Hockey sticks
- Lacrosse sticks
- Kayak Skateboards and canoe paddles
- Skateboards
- Fishing rods
- Martial arts equipment, such as boxers, bats, sticks, clubs, sticks, nunchucks, nunchaku, kubotan, kubasaunt
- Explosive and flammable materials that could be dangerous to passengers and the crew, or to the aircraft and its passengers' property, such as:
 - Ammunition
 - Incendiary devices
 - Detonators and timers
 - Explosives and explosive devices
 - Replicas and imitations of explosives and explosive devices
 - Mines and other military explosive devices
 - Grenades of all types
 - Gases and gas containers such as propane, butane, acetylene, oxygen - in large quantities
 - Fireworks, flares, pyrotechnic devices of any kind (including articles sold as party supplies, which produce a sound or light effect or are for decoration)
 - Non-safety matches
 - Smoke-extinguishing cartridges or cylinders
 - Flammable liquid fuels such as petrol/gas oil, diesel, lighter fluid, alcohol and ethanol
 - Aerosol paint sprayers and variants thereof
 - Turpentine and thinners
 - Alcoholic beverages containing more than 70% alcohol by volume
- Chemical and toxic compounds that may be hazardous to passengers and the crew or to the aircraft and its passengers' property, such as:
 - Acids and alkalis
 - Corrosive and bleaching substances such as chlorine, mercury
 - Paralytic or incapacitating sprays such as pepper spray, alarm spray, tear gas
 - Radioactive materials such as medical or commercial isotopes
 - Toxins
 - Infectious or bio-hazardous materials such as contaminated blood, bacteria, viruses
 - Materials capable of spontaneous combustion,
 - Fire extinguishers,
- Liquids and substances of similar consistency:

- Liquids (gels, pastes, lotions/solid mixture variations, substances stored in pressurized containers, toothpastes, hair gels, beverages, soups, perfumes, deodorants, shaving creams, aerosols and other substances in a similar state to the above, Exception:
 - A liquid in a single bottle with a capacity of not more than 100 milliliters, contained in a transparent sealable plastic bag with a capacity of 1 liter,
 - Liquids that may be required for medical purposes or special dietary requirements and baby foods,
 - Liquids purchased at the airport after passing the boarding and check-in point, provided that the liquid is placed in a sealable bag through which it is visible if the bottle is damaged, and accompanied by a receipt for the day of purchase,
 - Liquids purchased in the restricted security area of the airport,
 - Liquids purchased at another community airport on the same day, provided that the liquid is placed in a sealable bag, through which it is visible if the bottle is damaged, and is accompanied by a receipt for the day of purchase,
 - Liquids available for purchase on board the aircraft, provided that the liquid is placed in a sealable bag, through which it is visible if the bottle is damaged and accompanied by a receipt for the day of purchase on the aircraft.

- spare/replacement strings for musical instruments.

12.3 Checked baggage

- 12.3.1 A baggage ticket is issued to the passenger as confirmation of receipt for the baggage handed over by the passenger to the Carrier for carriage (checked baggage). This baggage ticket must be kept by the passenger for the assertion of possible claims
- 12.3.2 Checked baggage must be placed in a suitcase or other container suitable for carriage and locked in such a way that it cannot be opened during carriage.
- 12.3.3 Prior to check-in, a passenger must label all baggage items with the passenger's name and contact details (hotel address, permanent address, etc.). The name on the label must be identical to the name on the ticket and other travel documents.
- 12.3.4 Checked baggage is placed in the baggage compartment of the aircraft, normally to be carried on the same flight as the passenger. If such carriage is not possible, checked baggage will be carried on the earliest possible flight, unless otherwise agreed.
- 12.3.5 All checked baggage must be labelled with the passenger's name inside and outside, and the address of the passenger's residence, e.g. hotel name and address, permanent address, etc. must be also provided. The name on the name tag must match the name on the ticket and the travel documents. Zipped baggage must also be locked to prevent unzipping during carriage.

12.3.6 Each passenger entitled to a seat on an aircraft may carry checked baggage free of charge up to the following maximum total weight:

- 23 kg in economy class (Y) and (M).

12.3.7 The weight limits under this chapter may be modified in accordance with the terms of the charter contract entered into between the Carrier and the travel agency for the flight in question. In such cases, the weight limit must be specified on the ticket (if the carriage is performed on the basis of a ticket). Where the travel agency issues the tickets, it will be responsible for ensuring that the appropriate weight limit is indicated on the ticket and for properly informing the passenger of the weight limit.

12.3.8 The Carrier shall not allow the combined handling of baggage, i.e. the aggregation of entitlement to free baggage weight, even if two or more passengers can be proven to be travelling as a group (family, partners) on the same flight or flights, and appear for check-in together and have their names on the same travel voucher.

12.3.9 In no case may the weight of the baggage exceed 32 kg and the following size restrictions: no side may be more than 150 cm long and the total length of the sides may not exceed 250 cm.

12.3.10 Pushchairs, baby cots, child seats, dry or gel battery powered wheelchairs for disabled persons are carried by air free of charge.

12.3.11 In checked baggage, passengers are not allowed to carry fragile items such as perfume, cologne, dioptric and sunglasses, contact lenses, glass, glassware, porcelain, water-pipes, or easily destroyable items, medication, money, credit cards, valuable objects and works of art, antiques, jewellery, precious and semi-precious stones, and other valuable metal objects, keys, securities, stocks or bonds, documents, business files, passports or other identification documents, data Carriers and electronic devices, including walkman, CD players, cameras, video cameras, MP3-s, mobile phones, portable computers, etc. including accessories. The Carrier is not liable for the loss or destruction of the above-mentioned items.

12.3.12 The Carrier is also not liable for the following baggage items:

- a) incorrectly packed baggage,
- b) unpacked bicycles,
- c) a pram without packaging or plastic film,
- d) beach equipment (umbrellas, beach tents),

12.3.13 Baggage that is collected from a passenger at the boarding gates and placed in the baggage compartment of the aircraft is subject to the same rules as baggage checked in and inspected at the check-in counter.

12.3.14 The following items and materials are prohibited from being placed in checked in baggage:

- Explosives or flammable substances of any kind that pose a threat to the life and limb of passengers and the crew or to the safety of the aircraft and the property of its occupants, such as:
 - Explosives and explosive devices, in particular detonators, fuses, grenades, mines, bombs and missiles,
 - grenade launchers and any device or equipment capable of launching or detonating substances or compounds,
 - Detonators and explosive substances of all kinds,
 - Briefcases and rucksacks that are equipped with self-destruct systems or that generate and emit smoke,
 - Home-made powdered explosives such as ammonium nitrate, sulphur, charcoal, which may be used for pyrotechnic devices,
 - Practice and dummy grenades,
 - Fake explosive devices,
 - All types of flammable substances and compounds, including magnesium, gas oil, methanol,
 - Components of fuels,
 - Alcohol containing more than 70% alcohol,
 - Gases such as propane, butane,
 - Lighter refills of all kinds,
 - Fireworks and flares,
 - Spare batteries,
 - Electrical appliances with lithium batteries,
- Any type of chemical or toxic compound that poses a threat to the life and limb of passengers and the crew, or to the safety of the aircraft and its occupants' property, such as:
 - Poisons and toxic compounds or substances that spread infectious diseases, including rat poison, contaminated blood,
 - Radioactive materials, including medical and industrial isotopes,
 - Paralytic gases, gels, liquids and devices for spraying them,
 - Paralysing gas, such as a tear gas gun or revolver,
 - Paralysing gas, such as a hand grenade discharging tear gas,
 - Any object containing an irritant, paralytic or stupefying substance or which may be capable of being used as an assault,
 - Corrosive chemicals,
 - Corrosive substances, including mercury and elements,
 - Cylinders containing carbon dioxide-enriched liquids,
 - Paints and solvents,

- Oxidisers and natural peroxides, including bleach and chemical car repair kits,
- Compressed gas containers (butane, propane) including hand portable gas containers (to be carried empty only),
- Oxygen cylinders, underwater cutting and welding tools (empty oxygen bottles and dismantled underwater cutting and welding tools may be carried).

12.4 Transport of baggage under special conditions

12.4.1 Subject to the Carrier's prior consent, valuable, fragile or easily breakable objects such as musical instruments, chandeliers, etc. may be taken on board as baggage in protective packaging and carried on a seat. A seat must be reserved in advance for such baggage, together with the passenger's seat. The size and weight must be specified for reserving a seat for baggage. The Carrier/passenger making the reservation must be notified at least 48 hours before departure. To ensure safe carriage in the seat, the weight of the baggage may not exceed 20 kg and its dimensions may not exceed 42 cm in width, 41 cm in depth and 120 cm in height, for any type of aircraft. Such baggage must be stowed in the seat in accordance with the Carrier's security requirements. A charge will be levied for the carriage of baggage in the seat, the amount of which shall be equal to the applicable fare for an adult passenger.

12.4.2 The passenger shall have at least 24 hours prior to handing over the baggage to the Carrier to declare the value of the checked baggage at a value higher than the Carrier's liability limit and to pay the established charge for the higher declared value as per the Carrier's applicable price list.

12.5 Excess and oversize baggage

12.5.1 Excess and oversize baggage means the following:

- Baggage that exceeds the limits set out in point 12.3.9,
- Oversized baggage, one side of which exceeds 150 cm, but the sum of the three sides may not exceed 250 cm and none of the sides may exceed 300 cm. Carriage of such baggage is subject to the prior consent of the Carrier to be provided 48 hours before departure,
- Sports equipment, such as
 - a. bicycles, scooters,
 - b. ski equipment, i.e. 1 pair of skis including poles or 1 snowboard and ski boots or 1 ski bob,
 - c. Diving equipment - equipment for diving, such as a pressure cylinder with accessories, a pair of fins, mask, wetsuit, bathometer, etc. Equipment for light diving, i.e. 1 pair of goggles, 1 pair of fins is not considered diving equipment,
 - d. surf equipment, i.e. 1 surfboard with 1 sail and 1 mast,
 - e. kite, kiteboard,
 - f. surfboard,
 - g. golf bag,
 - h. parachute, paraglider, glider,
 - i. fishing rod, etc.

12.5.2 A request for carrying overweight or oversized baggage must be made in writing to the Carrier at least 24 hours prior to departure.

Sports equipment must be packed and handled separately at the check-in counter. Equipment must be packed to ensure damage-free carriage.

12.5.3 The carriage of overweight and oversize baggage is subject to a charge, the charge being payable in accordance with the Carrier's fees regulations, constituting the Annex to these Conditions of Carriage.

12.5.4 The passenger must pack oversize baggage in such a way that it cannot get damaged during carriage.

12.5.5 The Carrier is not obliged to accept the carriage of overweight and oversize baggage, nevertheless, it endeavours to do so where technical conditions and carriage capacities so permit.

12.6 Transport of live animals

12.6.1 Live animals may be carried only with the prior written approval of the Carrier and subject to the conditions laid down by the Carrier and the International Conventions relating to the carriage of baggage and cargo and at the passenger's risk. Dogs and cats may be carried only in a suitable cage and provided that the animal has a valid health

and veterinary certificate, entry permit and other documents necessary for the animal to enter the country of destination. The transport of other animals is at the individual discretion of the Carrier. For safety reasons, the transport of reptiles and rodents is not allowed.

12.6.2 The Carrier shall be liable for damage caused to and by live animals, excluding damage intentionally caused and conduct threatening human life, limb or health, only to the extent provided for in the International Conventions. In particular, the Carrier is not liable for the loss, sickness or death of an animal during transport.

12.6.3 A maximum of 2 dogs in total per flight may be carried on board an aircraft, provided that the weight of each animal, including the cage, does not exceed 8 kg and the dimension of the cage does not exceed 43x30x27 cm. The bottom of the cage shall be waterproof, it must be placed under the passenger's seat and the animal may not be removed from the cage during the flight. Otherwise, animals may be carried as checked baggage only in the baggage compartment if the technical parameters of the aircraft so permit.

12.6.4 Live animals are carried on the basis of the Carrier's current price list. Dogs guiding visually impaired, deaf or otherwise disabled persons and service dogs may be carried free of charge on board without a cage. Such dogs must wear a collar, be kept on a leash, possess a training certificate and the necessary documentation; it is recommended that they wear a muzzle where necessary.

12.7 Carriage of firearms and ammunition

12.7.1. Firearms and ammunition may be carried as checked baggage only with the specific permission of the Carrier to that effect. A passenger must present to the Carrier, prior to the trip, a permit issued by the competent authorities concerning the firearms. A firearm may not be loaded, must be sealed with a safety lid and must be properly packed. Firearms and cartridges may be carried in accordance with ICAO and IATA regulations for the carriage of dangerous goods. Firearms and ammunition may be carried for a fee as set out in the Annex to the Conditions of Carriage.

12.8 Baggage check

12.8.1 The Carrier may search passenger's baggage in the passenger's presence. If the passenger is not present the Carrier shall be eligible to open the passenger's baggage in the presence of two witnesses, who are not employees of the Carrier, if there is suspicion that the baggage contains items excluded from carriage or the carriage of which requires a special procedure.

12.8.2 If the passenger refuses to comply with the baggage search request, the Carrier may refuse the carriage of the given person and/or her/his baggage. In the event that the passenger suffers damage during the search and inspection, or if his/her baggage is destroyed during the search and inspection, the Carrier shall not be liable for such damage, unless the damage was caused intentionally by the Carrier or its staff or subcontractors.

12.9 Collection of baggage

12.9.1 The passenger shall collect his/her baggage immediately upon arrival to the airport of final destination.

12.9.2 The baggage may be collected by a holder of the baggage ticket. The Carrier shall not be obliged to investigate, whether the holder of a baggage ticket was eligible

to collect a baggage item and it shall not be liable for damage possibly incurred by a passenger in this respect, except in the case of intentional damage caused.

12.9.3 Failure to present a baggage ticket shall not prevent baggage reclaim provided that a passenger ticket has been presented and the baggage can be identified by other means.

12.9.4 If the person collecting the baggage is unable to produce the passenger ticket and the baggage ticket, the Carrier will release the baggage to such person only on condition that he/she proves his/her right thereto by other means and on the Carrier's demand he/she provides adequate security to indemnify the Carrier against any damage possibly incurred by the Carrier as a result of such release.

12.9.5 A passenger shall report to the Carrier any damage to or loss of baggage immediately at the time of baggage collection. The Carrier shall be obliged to draw up a protocol on the event. Otherwise, it is to be presumed that the baggage is released in proper condition and in the event of a subsequent claim, the passenger must prove the causal link between the damage and carriage.

12.10 Asserting baggage claims

12.10.1 Pursuant to the Montreal Convention and the Warsaw Convention, a passenger shall be obliged to report to the Carrier the destruction of checked baggage or the theft of the contents thereof immediately upon the detection of such destruction or damage but no later than 7 days the latest following the day of collecting the baggage. The passenger shall be obliged to report the non-delivery of baggage and fill in the protocol immediately upon arrival; later claims in that respect will not be accepted by the Carrier. A claim for liability for delayed carriage of baggage should be lodged within 21 days from handing over the baggage to the recipient.

12.10.2 Claims for compensation shall be submitted by filling in the online form available on the Carrier's website, by e-mail or by post.

12.10.3 Copies of following documents shall be submitted with the damage claim:

- Property Irregularity Report (PIR)
- Air ticket/boarding pass
- Baggage check-in coupon
- Invoices for lost or damaged items,
- A document stating that the baggage cannot be repaired.

12.11 Guarding and sale of unclaimed baggage

12.11.1 The Carrier must release checked baggage upon arrival of the flight on which it was to be carried.

The Carrier shall retain checked in baggage not collected, cabin baggage and personal items left on the aircraft except for perishable goods, for a maximum of 60 days, in accordance with the rules of responsible custody.

At the end of the retention period, the Carrier may sell the baggage, cabin baggage and personal items left on board the aircraft. The passenger shall be informed of the planned sale and of the fact that it has taken place.

(Government Decree; Sections 18 - 19)

12.11.2 The Carrier may charge a fee for the retention of unclaimed baggage, cabin baggage and personal items and is entitled to retain the baggage until such fee is paid. The Carrier shall retain unclaimed baggage, cabin baggage and personal items for a period of three months, following which it shall be entitled to destroy the same.

13. AMENDMENT OF THE AIR PASSENGER CARRIAGE CONTRACT

13.1 The Carrier may change the route indicated on the ticket or in the timetable, omit an intermediate stopover or add an intermediate stopover for accidental reasons related to air transport.

In such cases, the Carrier shall not charge any additional costs.

The passenger may withdraw from the contract of air carriage with immediate effect if the Carrier intends to modify the contract of carriage as provided for in this Chapter.

(Government Decree; Section 22)

- 13.2 The rules for changing the dates, transferring a booking or cancelling bookings shall be determined by the travel agency.
- 13.3 The Carrier reserves the right to change the time of arrival and departure of flights during the period between the time of ordering the carriage service and the time of departure and shall inform the travel agency immediately of possible changes. The travel agency shall inform passengers of any possible changes. A passenger shall be only entitled to claim compensation from the travel agency for damage suffered due to the lack of information.
- 13.4 The Carrier reserves the right to use an aircraft other than the one advertised for the performance of the air passenger transport contract.
- 13.5 If the Carrier lands at another airport because, owing to exceptional and unforeseeable circumstances, it is unable to land at the airport of the original destination, the carriage on that route shall be deemed to have been completed.

14. TERMINATION OF THE AIR PASSENGER CARRIAGE CONTRACT

- 14.1 *The Carrier may terminate the air passenger transport contract with immediate effect if the passenger*
- a) *by reason of sickness or physical condition, is likely to endanger him/herself or persons on board the aircraft, and would require special assistance from the Carrier which the Carrier cannot provide or could provide only at disproportionate expense,*
 - b) *fails to report for departure at the airport at the check-in time indicated on the ticket or specified in the Conditions of Carriage,*
 - c) *does not receive official authorisation to cross the border until called for boarding,*
 - d) *needs to be excluded from carriage by air to avoid infringing safety, law and order regulations or those of the state to be crossed during carriage,*
 - e) *interrupts the trip without prior notice or fails to comply with other obligations of notification, information, confirmation or acknowledgement in relation to the trip, as laid down in the Conditions of Carriage,*
 - f) *engages in conduct at the airport or on board the aircraft which jeopardises the safety of the flight or the comfort of passengers,*
 - g) *refuses to or will not submit him/herself and his/her cabin baggage to security screening.*

(Government Decree; Sections 25 - 26)

- 14.2 In addition to the provisions set out in point 14.1, the Carrier may refuse to carry a passenger or his/her baggage if, in the Carrier's opinion, the carriage would endanger the safety of the flight or the life, limb or comfort of others.
- 14.3 Any refund of the fare may be made in accordance with the provisions of the charter contract entered into between the Carrier and the travel agency. The passenger is only entitled to assert his/her claim for reimbursement of the fare in respect of the travel agency.
- 14.4 The passenger may withdraw from the air passenger carriage contract in accordance with the terms of the agreement entered into with the travel agency.

15. THE CARRIER'S LIABILITY IN THE EVENT OF DENIED BOARDING, FLIGHT CANCELLATION OR A MAJOR DELAY

15.1 Denied boarding

When an operating air Carrier reasonably expects to deny boarding a flight, it shall first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the Carrier. Assistance is provided to volunteers in the form of reimbursement of the airfare, such assistance being additional to the benefits referred to.

If volunteers come forward in an insufficient number to allow the remaining passengers with reservations to board the flight, the air Carrier may then deny boarding to passengers against their will.

If boarding is denied to passengers against their will, the air Carrier shall immediately compensate them and provide them with assistance in accordance with the following:

15.1.1 Passengers shall receive compensation amounting to:

- i) EUR 250 for all flights of 1500 kilometres or less,*
- ii) EUR 400 for all intra-Community flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres,*
- iii) EUR 600 for all flights not falling under points (i) or (ii).*

The basis for determining the distance shall be the last destination at which the denial of boarding or flight cancellation will delay the passenger's arrival against the scheduled time.

15.1.2 Assistance due to the passengers:

The passenger is entitled to reimbursement of the ticket price at the purchase price within seven days (in cash, by electronic bank transfer or bank cheque, or, upon the passenger's written consent, by travel voucher and/or other services) for the part or parts of the trip not made and for the part or parts already made if the flight no longer serves any purpose in relation to the passenger's original travel plan.

15.1.3 In order to properly ensure the right to care, the Carrier shall offer to passengers, free of charge:

i) meals and refreshments in reasonable proportion to the waiting time,

(ii) hotel accommodation in the following cases:

- where a stay of one or more nights is necessary; or*
- if the passenger has to stay longer than he or she intended,*

(iii) transport between the airport and the accommodation (hotel or other).

In addition, two telephone calls, telex or fax messages or e-mails shall be provided free of charge.

(Regulation (EC) No 261/2004, Articles 4, 7, 8 and 9)

15.2 Cancellation of a flight

In case of a flight cancellation, the passengers concerned shall be offered the following:

15.2.1 reimbursement of the ticket price at the purchase price within seven days (in cash, by electronic bank transfer or bank cheque, or, upon the passenger's written consent, by travel voucher and/or other services) for the part or parts of the trip not made and for the part or parts already made if the flight no longer serves any purpose in relation to the passenger's original travel plan,

15.2.2 In the scope of ensuring the right to care:

- i) meals and refreshments in reasonable proportion to the waiting time, in addition:*
- ii) two telephone calls, telex or fax messages or e-mails shall be provided to passengers free of charge.*

15.2.3 The passengers concerned are also entitled to the following compensation:

- i) EUR 250 for all flights of 1500 kilometres or less,*

ii) EUR 400 for all intra-Community flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres,

iii) EUR 600 for all flights not falling under (i) or (ii).

The distance shall be determined based on the last destination at which the denial of boarding or flight cancellation will delay the passenger's arrival against the scheduled time.

15.2.4 *The passengers concerned will not be entitled to the above compensation if they had been informed of the cancellation of their flight at least two weeks before the scheduled departure time.*

15.2.5 *In the event of cancellation of a flight, passengers shall be informed of alternative means of transport.*

15.2.6 *The Carrier shall not be obliged to pay compensation if it proves that the flight cancellation was caused by extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken.*

(Regulation (EC) No 261/2004, Articles 5, 7, 8 and 9)

15.2.7 *Extraordinary circumstances within the meaning of point 15.2.6 of the Conditions of Carriage shall be deemed, in particular, meteorological conditions incompatible with the operation of the flight concerned, safety risks, unexpected flight safety deficiencies or the effect of an air traffic control decision.*

15.2.8 *In view of the specific nature of charter air services, the Carrier shall not be liable for the cancellations of flights by travel agencies.*

15.3 Delay

15.3.1 *When an operating air Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:*

(a) for two hours or more in the case of flights of 1500 kilometres or less, or

(b) 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

(c) for four hours or more in the case of all flights not falling under (a) or (b),

the Carrier shall offer the passengers the following assistance:

- i) meals and refreshments in reasonable proportion to the waiting time, in addition, two telephone calls, telex or fax messages or e-mails shall be provided to passengers free of charge.*

- (ii) when the reasonably calculated time of departure is at least the day following the time of departure previously announced, then*
 - hotel accommodation in the following cases: if a stay of one or more nights is necessary or if the passenger has a stay longer than intended,*
 - transport between the airport and the accommodation (hotel or other),*

- iii) In the event of a delay of at least five hours, a passenger is entitled to reimbursement of the ticket price at the purchase price within seven days (in cash, by electronic bank transfer or bank cheque, or, upon the passenger's written consent, by travel voucher and/or other services) for the part or parts of the trip not made and for the part or parts already made if the flight no longer serves any purpose in relation to the passenger's original travel plan.*

(Regulation (EC) No 261/2004, Article 6)

15.3.2 In the event of a delay of more than two hours, the Carrier will provide cold refreshments and cold food for passengers.

15.3.3 In the event of a delay of more than four hours, the Carrier shall provide food and refreshments to passengers in reasonable proportion to the extent of the delay.

15.4 *The application of the EC Regulation shall not affect the passenger's right to additional compensation. Compensation granted under the EC Regulation may be deducted from such compensation.*

(Regulation (EC) No 261/2004, Article 12)

15.5 The Carrier provides only charter air carriage services, therefore it cannot guarantee connections with the departure times of other means of transport used by passengers. Therefore, the Carrier cannot be held liable for any damages incurred in connection with the onward journey due to the delay of a flight. If a passenger has booked a ticket for another connecting flight of another carrier, he/she must collect his/her baggage from the previous Carrier before each flight and carry it to the passenger's check-in counter each time.

15.6 Payment of compensation

- 15.6.1. The provisions of this paragraph shall be applicable to the assertion of passengers' claims for compensation in the event of denied boarding, flight cancellation or significant flight delays pursuant to Regulation (EC) No 261/2004 of the European Parliament and of the Council and the rulings of the Court of Justice of the European Union.
- 15.6.2. If a third party proceeds on behalf of a passenger in the recovery of a claim, such third party shall prove to the Carrier the right to represent such passenger by means of a written Power of Attorney added the signature of such a passenger.
- 15.6.3. In accordance with the Carrier's internal procedures, in order to promote transparency of payments and to facilitate consumer, protection, any compensation will be paid only to the account from which the ticket had been paid, unless the passenger communicates to the Carrier another bank account of the passenger onto which payment can be made. In such a case, the passenger is required to prove to the Carrier the ownership of such account.
- 15.6.4. In the event of denied boarding, flight cancellation or a long delay, the claim for compensation must be submitted in writing using the form available on-line on the Carrier's website, by e-mail or by post. The claim must be accompanied by a copy of the boarding pass. A copy of the boarding pass must be presented for a justified claim to be paid.

16. TRAVEL REQUIREMENTS

16.1 General provisions

The passenger is required to obtain all documents and satisfy all the conditions set forth by the authorities of the country of departure, transit, transfer, or arrival. The Carrier is entitled to check all travel documents and compliance with all requirements. The Carrier reserves the right to refuse the carriage of a passenger not meeting the requirements of carriage set forth. The Carrier shall not be liable for damages incurred by a passenger due to his/her failure to comply with his/her obligations.

The flight ordering party shall, upon request bear all the expenses incurred by the Carrier, if the Carrier is assigned by a decision of the competent authorities to transport a passenger back to the departure country due to his/her denied entry into the country of arrival, be it the country of transit, transfer, or final destination. Upon request, the passenger shall reimburse all expenses incurred by the Carrier due to the passenger's failure to satisfy the administration requirements set forth.

16.2 Customs and security check

Upon request, the passenger shall submit his/her own checked or unchecked baggage to control by customs and other authorities. The Carrier shall not be liable to a passenger who fails to fulfil these requirements, and the passenger shall reimburse the Carrier for damage

incurred due to the non-fulfilment of this obligation. A passenger shall submit to the required security checks by the Carrier, the airport or the authorities.

17. THE CARRIER'S LIABILITY FOR DAMAGE

17.1 General provisions

The Montreal Convention, the Warsaw Convention, Regulation (EC) No 2027/97, Regulation (EC) No 889/2002 and Regulation (EC) No 1107/2006 shall be applicable in determining the liability of the Carrier.

The Carrier shall be liable up to the amount of proven damage, but only up to the limit restricting its liability. The Carrier shall not be liable for indirect or consequential damages or for loss of profits.

The Carrier's limitation of liability is applicable to all employees, agents as well as Carrier's representatives.

17.2 Scope of the Carrier's liability and indemnification

Under the Montreal Convention, the Carrier will be liable to pay compensation for proven damage up to a maximum amount of SDR 128,821 (expressed in local currency). In the event of a claim for compensation exceeding SDR 128,821, the Carrier is not obliged to pay if it proves that there had been no fault on the part of the Carrier.

In case of the death or injury of a passenger, the Carrier shall make available an advance payment amounting to at least SDR 16,000 (expressed in the local currency) to cover immediate financial needs. The advance payment shall be provided within 15 days from the date of determining the person entitled to compensation. The payment of the advance shall not be understood as the acceptance of a Carrier's liability, and if subsequent payments are made, it will be offset against the sum of the compensation. The advance shall not be repaid to the Carrier, except in case the Carrier proves that the damage was caused by the negligence, omission or other unlawful acts of the passenger, whom the payment had been made to, or if the advance payment was received by a person not entitled to it pursuant to applicable law.

The Carrier shall be liable for damage caused by a delay in air carriage unless it proves that the delay had occurred due to a cause beyond its control and that the Carrier, its employees and agents adopted all the measures reasonably necessary to prevent the damage or proves that it was impossible for itself, its employees or agents to adopt such measures. The liability for the passenger's delay is limited to SDR 5,346 (expressed in local currency).

With regard to the carriage of baggage, the Carrier's liability for destruction, loss, damage or delay shall be limited to SDR 1,288.00 (expressed in local currency) for each passenger. This indemnity shall not apply in the event of the wear and tear of baggage or if a passenger's baggage had been damaged or incomplete before the start of the trip.

17.3 The Carrier's limitation of liability

The Carrier shall be only liable for damages caused on flights operated by itself.

The Carrier shall not be liable for damage of unchecked baggage and other items kept in the personal care of a passenger, except if the occurrence of such damage can be attributed to the Carrier.

The Carrier is not liable for health impairment or for material damage fully or partially caused by the passengers.

The Carrier shall not be liable for damage to baggage, if such damage was caused by the content of the baggage. In particular, the Carrier shall not be liable for damage to baggage due to improper packaging, damage, soiling or discolouration caused by fragile or perishable products.

The Carrier shall not be liable for damage to baggage if it was caused by the negligence of the passenger.

The Carrier shall not be liable for any destruction, loss or damage to baggage caused by force majeure, the death of animals or the behaviour of animals such as biting, kicking, stabbing or asphyxiation or damage to the animal crate or the inability of an animal to mentally tolerate the circumstances of carriage by air.

If a passenger whose age or mental or physical condition is such as to present any hazard or risk to him/herself or other problems could occur, the Carrier shall not be liable for any accidental injury, illness, or health deterioration, including the passenger's death, and damage caused to the passenger's personal property items by air carriage.

The Carrier shall not be liable for the injury, loss or destruction of fragile items such as perfume, cologne, dioptric and sunglasses, contact lenses, bottles, glassware, porcelain, water pipes, or easily destructible articles, pharmaceuticals, money, credit cards, valuable items and

pieces of art, jewellery and precious metal items, keys, securities, stocks and shares or bonds, commercial documents, passports or other personal identification documents, data Carriers and electronic devices including accessories, if placed in checked baggage.

The Carrier shall not be liable for the loss of or damage to sports equipment if the carriage thereof had not been duly reported to the Carrier and such items were not packed separately in accordance with those set out in these Conditions of Carriage.

The Carrier shall not be liable for damage to sports equipment and accessories (in particular kite, surf boards, surf boards, diving equipment, golf equipment, bicycles) that are not added adequately hard protection during packing.

The Carrier shall not be liable for minor damage to the surface of baggage (in particular, wear and tear, soiling, minor cuts, cracks, scratches, abrasions, dents), arising from the normal course of everyday use.

The Carrier shall not be liable for destruction, loss or damage suffered during normal handling or if the passenger's baggage had been damaged or in an incomplete condition prior to departure.

18. ASSERTION OF CLAIMS, CLAIM PERIODS

18.1 Claim proceeding

A passenger shall immediately report to the Carrier any damage to his/her health, unchecked baggage and other personal property items with a view to drawing up a written protocol. If damage is reported later, the passenger must prove the causal link between the damage reported and the carriage concerned.

18.2 Due date for the assertion of claims Rules of the assertion of claims

A passenger shall notify the Carrier in writing of any damage to checked baggage immediately upon arrival within up to 7 days, at the latest, following baggage collection and attach a form entitled Property Irregularity Report (PIR), the air ticket, the coupon proving the check-in of the baggage, invoices of the items lost (if there is lost baggage); the expenses of baggage repair, or a declaration on the irreparable state of the baggage (if there is damaged baggage). The Carrier reserves the right to request additional documents to establish the Carrier's liability and to determine the exact amount of compensation based on these Conditions of Carriage and the Carrier's other policies in the event of loss of items not supported by an invoice. If a passenger fails to submit a report within the time limit or to submit any of the documents specified in paragraph 12.10.3, the baggage shall be deemed to have arrived and to have been handed over to the passenger without damage.

The Carrier shall adopt a decision with respect to all claims relating to baggage within 30 days of the receipt of each claim.

A passenger shall report the non-arrival of checked baggage and complete the so-called relevant Property Irregularity Report (PIR) form immediately upon arrival. If a passenger fails to comply with this obligation, the Carrier shall be exempted from any liability for damages and any other compensation.

If checked baggage does not arrive at its destination, the Carrier shall adopt all reasonably expected measures in order to hand over the baggage at its destination no later than twenty-one days following the day on which it should have arrived. The passenger may claim compensation for damage resulting from the loss of baggage only following that date.

Claims for compensation for damage resulting from late delivery of baggage must be lodged in writing within 21 days of the date of baggage handover.

The right to claim compensation shall cease if the statement of claim is not lodged within 2 years from the date of arrival at the destination, or the date on which the aircraft should have arrived, or the date on which carriage was interrupted.

18.3. Consumer dispute resolution

If a passenger contacted the Carrier and is not satisfied with the response provided to his/her complaint, he/she may use the following options in order to resolve the consumer complaint: (i) exercise its right through a conciliation panel proceeding (www.bekeltet.hu) in order to reach an out-of-court settlement of the dispute; and (ii) apply to the Ministry of Justice (www.fogyasztovedelem.kormany.hu); and (iii) apply to the European Consumer Protection Centre Hungary (www.magyarrefk.hu). The passenger can also use the online platform for dispute resolution set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

19. DATA PROTECTION

19.1 General provisions

19.1.1 As data controller, the Carrier shall act in accordance with the data protection legislation in force at any time and shall make every effort to protect the personal data of data subjects and to respect their right to informational self-determination.

19.1.2 The Carrier's Privacy Policy is available on the Carrier's website and the Carrier's Privacy Policy, which is applicable to these Conditions of Carriage is available at <https://www.smartwings.com/hu/smartwingsrol/adatvedelmi-iranyelvek/szemelyes-adatok-feldolgozasanak-alapelvei/>.

19.1.3 If a passenger provides personal data to the Carrier, regardless of the means of communication, the passenger is understood to accept and acknowledge the provisions of the Privacy Policy.

19.2 Rights of data subjects, information and redress

19.2.1 A passenger as data subject possesses the right to be informed of the processing of personal data (including processed data) and to exercise his/her right of access, as described in detail in the Privacy Notice, and to request the rectification or erasure of his/her personal data or the restriction of processing, or to object to any data processing and to receive his/her personal data in a structured, commonly used and machine-readable format (data portability).

19.2.2 A passenger, as data subject, may also initiate the rectification of his/her data at the travel agency where his/her data were recorded, but for this purpose and in order to exercise his/her other rights (in particular the right to information), and if he/she has any questions, he/she may also contact the Carrier (Smartwings Hungary Kft., headquarters: 1143 Budapest, building 25 Ilka utca B., 4th floor 408., e-mail: info@travelservice.hu).

19.2.3 A passenger, as data subject, also has the right to protection by public authorities, as described in detail in the Privacy Policy, whereby he or she may lodge a complaint concerning the processing of his or her personal data with the National Authority for Data Protection and Freedom of Information (1055 Budapest, Falk Miksa utca 9-11., 1374 Budapest, Pf. 603., www.naih.hu, ugyfelszolgalat@naih.hu) and in case of the infringement of his/her rights in relation to the processing and protection of his/her personal data, he/she may also apply to the competent court (birosag.hu) or claim damages.

20. CLOSING PROVISIONS

20.1 Effect

These Conditions of Carriage (Business Regulations) come into effect as of 19 January 2023 and are available on the Carrier's website. Pursuant to Section 6 (1) of Act V of 2013 on the Civil Code, the general terms and conditions will form part of the contract if the party that applies it has made it possible for the other party to learn their content prior to the conclusion of the contract and if the other party has accepted them.

The travel agency is required to enable a passenger to acquaint him/herself with the contents of these Conditions of Carriage and the Privacy Notice.

If a passenger acquires a ticket for the Carrier's flights covered by these Conditions of Carriage directly from the Carrier or indirectly, in particular, as part of a travel package, or through an agent or any third party, or becomes entitled to travel in accordance with point 4.3 above, the passenger thereby accepts and shall be bound by these Conditions of Carriage.

Unless otherwise provided for by applicable legislation, international conventions or directly applicable EU acts, the law of the country of the Carrier's registered seat shall be applicable to any legal relationship arising out of these Conditions (Regulation 593/2008 (Article 5(2) - Rome I). Likewise, pursuant to Regulation 1215/2012 (Article 25) - Brussels I, the courts of the State of the Carrier's registered office shall have jurisdiction in all legal relations between the Carrier and a passenger.

These Conditions of Carriage have been drawn up in a Hungarian language version. In case of a dispute or in case of any other language version, only the Hungarian version shall prevail.

The Carrier's Conditions of Carriage dated 17 June 2021, shall lose force on 19 January 2023 .

* * *

Annex

Rules on excess baggage charges and other charges applicable on flights operated by Smartwings Hungary Kft.

Rules for checked baggage

The weight limit for baggage is 23 kg in the economy class (Y, M). There is a limit on the number of checked baggage items. Each passenger is entitled to 1 checked baggage item weighing 23 kg free of charge. It is not possible to combine baggage between persons who can be proven to be travelling as a group (family, partners) on the same flight and who check in together for the same flight, and are therefore not entitled to have the weight allowance aggregated and checked in together on behalf of one passenger. For greater convenience, extra seats (EXST) purchased from a travel agency DO NOT increase the weight allowance permitted per person. A passenger possessing an extra seat (EXST) may also check in 1 baggage item weighing up to 23 kg free of charge. Additional baggage may be checked in subject to the payment of the excess baggage charge (PDBG) specified below.

Checked baggage must comply with the following size restrictions: each side shall be less than 150 cm and the total length of all three sides shall be less than 250 cm.

Children under 2 years of age are entitled to check in 1 piece of free baggage weighing up to 10 kg, with a maximum total length of 115 cm on each of the three sides (length + width + depth). In the case of excess weight, the applicable excess weight charge is payable by the parent travelling with the child under 2 years of age.

Pushchairs, baby cots, child seats, wheelchairs with dry or gel batteries for disabled persons are carried free of charge. A pushchair must be packed in a parcel or in protective foil, otherwise the Carrier shall not be liable for any damage arising. Guide dogs, if they accompany blind, deaf persons or persons with other disabilities may be carried free of charge.

Rules applicable to cabin baggage

Cabin baggage shall not weigh more than 8 kg, and must be 55 cm long, 45 cm wide and 25 cm deep, with a maximum total length of 115 cm on all three sides. Each passenger may only carry 1 (one) cabin bag. In addition, a passenger may take one of the following items on board for personal use.

- a) Small size handbag: up to 3 kg in weight, with a maximum length of 40 cm, a maximum width of 30 cm and a maximum depth of 15 cm,
- b) coat, shawl, or blanket,
- c) umbrella,
- d) small camera, video camera or binoculars,
- e) small portable personal computer,
- f) in-flight reading material,
- g) food for the infant during the flight,

- h) crutches, walking sticks or other orthopaedic/supportive aids and a fully folding wheelchair for disabled persons, to be placed in the aircraft baggage compartment due to space limitations,
- i) folding stroller (placed in the baggage compartment of the aircraft),
- j) a child safety seat certified for use in air transport, provided that it is placed in a seat specifically purchased by the passenger for that purpose,
- k) a child safety seat not certified for air transport use, provided that it fits in the storage compartments above the passenger seats.

Instead of cabin baggage, 1 instrument with a maximum weight of 8 kg, a maximum length of 90 cm, a maximum width of 35 cm and a maximum depth of 20 cm including the instrument case may be carried on board.

Please note: the weight and size of cabin baggage and the number of bags must be strictly controlled. Cabin baggage must be checked at the passenger check-in counter and be labelled "ACCEPTED CABIN BAGGAGE". Cabin baggage not checked and not labelled, except for items of personal use mentioned above and items purchased at DUTY FREE outlets in the transit area will not be accepted upon boarding and will be treated as checked baggage and charged the appropriate fees.

One-way Economy Class Excess Weight Charges (Y, M)

Excess weight over 23 kg (up to 32 kg / 1 piece)

- EUR 30 / USD 32 / HUF 13,500 - if paid at the travel agency or at the time of purchasing the flight ticket EFA Code: **ABAG FREE**
- EUR 44 / USD 46 / HUF 13,500 - if paid at the travel agency or at the time of purchasing the flight ticket EFA Code: **ABAG**

Other checked baggage up to 23 kg

- EUR 30 / USD 32 / HUF 13,500 - if paid at the travel agency or at the time of purchasing the flight ticket EFA Code: **PDBG FREE**
- EUR 44 / USD 46 / HUF 13,500 - if paid at the passenger check-in EFA Code: **PDBG**
- Note no.1: This fee also applies to unmarked hand baggage detected at boarding that exceeds the required number of pieces or weight and size limits.

Other one-way charges

Carriage of live animals on board (PETC)

(a PETC is a dog or cat weighing up to 8 kg, including the weight of the transport box, with dimensions of up to 43x30x27cm)

- EUR 58 / USD 60 / HUF 26.100 - if paid at the travel agency or at the time of purchasing the flight ticket EFA Code: **PETC FREE 1PC**
- EUR 72 / USD 75 / HUF 13,500 - if paid at the passenger check-in EFA Code: **PETC 1PC**

Note no.1: Carriage of live animals by air requires prior approval of the Carrier.

Carriage of live animals in the baggage compartment (AVIH)

(AVIH: carriage of live animals in the baggage compartment, up to 32 kg, including the weight of the transport box. The sum of the length of the three sides of the transport box may not exceed 250 cm and none of the sides may exceed 300 cm)

- EUR 128 / USD 133 / HUF 57.600 - if paid at the travel agency or when purchasing the flight ticket **EFA Code: AVIH FREE 1PC**
- EUR 144 / USD 150 / HUF 13,500 - if paid at the passenger check-in **EFA Code: AVIH 1PC**

Note no.1: Carriage of live animals by air requires prior approval of the Carrier.

Note no. 2: After entering the EFA Code, the combined weight and size of the animal and kennel to be transported must be provided.

Sports equipment (1 piece) up to 32 kg

(Bicycle, ski, snowboard, diving equipment, parachute, golf equipment, surfboard, hang-glider, fishing rod, etc.)

- EUR 58 / USD 60 / HUF 26.100 - if paid at the travel agency or when purchasing the flight ticket **EFA Code: SPEQ FREE 32 KG GOLFBAG**
- EUR 72 / USD 75 / HUF 13,500 - if paid at the passenger check-in **EFA Code: SPEQ 32 KG GOLFBAG**

Note no. 1: Carriage of sports equipment must be notified to the Carrier at least 24 hours prior to departure and must be separately packed and handed over at the check-in desk.

Note no. 2: The description, size and weight of the sports equipment must be provided after entering the EFA Code.

Assistance at airport passenger check-in - Unaccompanied Minor (UMNR)

- EUR 94 / USD 98 / HUF42.300 - if EFA Code is paid at the travel agency or when purchasing the flight ticket: **EFA Code: UMNR FREE**

Note: Carriage by air of an unaccompanied Minor (UMNR) shall always be notified in advance to the Carrier at least 48 hours before departure.

Medical oxygen on board EFA Code: AOXY

- EUR 200 / USD 210 / HUF 90,000 - volume 112 l (2 l/min flow to provide O2 for approximately 1:00 h; 4 l/min flow for about 0:30 minute)
- EUR 200 / USD 210 / HUF 90,000 - volume 312 l (2 l/min flow, providing O2 for approx. 2:40 min; 4 l/min flow, approx. 1:18 minute)

Note: Prior consent of the Carrier and order must be requested.

Firearms and ammunition EFA Code: WEAP FREE 1PC

(1 firearm and up to 200 rounds of ammunition. Ammunition must be packed and checked in separately from the firearm)

- EUR 95 / USD 99 / HUF 42.750 - if paid at the travel agency or when purchasing the flight ticket

Note: Carriage of firearms and ammunition by air requires the prior consent of the Carrier, in all cases to be notified at least 48 hours before departure.

General procedure for travel agency sales

1) The passenger **registers** the excess weight in advance with the travel agency and pays for it at the travel agency. The travel agency records the corresponding abbreviation in the EFA system (see EFA Codes mentioned above). The lower excess weight tariff applies to such pre-registered request. The airline will invoice the travel agency for the excess weight charge collected.

2) If a passenger **fails to register** the excess weight in advance with the travel agency, the higher fare must be paid at the airport directly at the time of passenger check-in. The list of airports that allow payment directly at the passenger check-in will be sent later. Pre-printed documents shall be handed over to the passengers as proof of excess weight paid; these will be prepared by a member of the check-in staff.

3) If a passenger pre-registers the excess weight up to 32 kg, he/she must pay the lower fare amounting to EUR 30 at the travel agency.

4) If the passenger pre-registers the excess weight with the travel agency but wishes to pay it at the airport, the higher fee will be charged. Excess weight reservation at a lower price is possible if the passenger pays the excess weight fee at the travel agency (see point 1).

5) The information provided by the travel agency in the EFA system will be the decisive factor in determining whether the passenger has to pay the excess weight charge at the airport. Any prepaid charges must be supported by documentation from the travel agency. In case of an issue where a passenger has prepaid the excess weight charge at the travel agency, but the relevant code does not match in the EFA system, the passenger will need to pay the fee repeatedly and have it registered upon return to the travel agency.

6) Excess weight and other additional services charges pre-purchased at the travel agency are non-refundable, non-transferable, and valid only for the flight purchased. This does not apply in cases where passengers are demonstrably prevented by the Carrier from using the service purchased.

7) Excess fares must be fixed for the entire summer season and charged at a fixed price.

Passengers' excess weight application procedure at the travel agency

Prior written consent of the Carrier is required for the carriage of excess weight free of charge. If consent is provided, the Carrier's employee will record the relevant flight, the travel agency and the free excess weight requests in the EFA system, therefore the passenger's name does not need to be entered in advance. The travel agency will record the passenger's name in the EFA system, with a code similar to other excess weight charges paid by other passengers at the travel agency e.g. ABAG FREE, PDBG FREE. The Carrier will not charge an excess weight fee for the excess weight so marked by the travel agency.

Reservation fees

Seats may be reserved one way at the following rates.

PREMIUM SEAT: EUR 19 / USD 23 / 1 leg **EFA Code: 1A**

STANDARD SEAT: EUR 12 / USD 14 / 1 leg **EFA Code: 4A**

EXTRA SEAT: the extra seat request is also considered a reservation and is valid for the PREMIUM SEAT and

Can be reserved against the payment of the fares of a STANDARD SEAT

EFA Code: EXST 2B

Annex

Electric devices and batteries on Smartwings Hungary Kft. flights

1. Portable electrical devices that are allowed to be used during a flight

- a) medical devices necessary to support physiological functions (artificial pacemakers, hearing aids)
- b) electric watches
- c) cameras
- d) audio and video players
- e) CD, DVD, MP3 players
- f) electric razors
- g) GPS receivers
- h) TV receivers
- i) radio receivers
- j) calculators

2. Portable electrical devices that are only allowed to be used in the aircraft in the no-signal/flight mode (mobile connection switched off)

- a) mobile phones
- b) tablets
- c) electronic reading devices
- d) portable electric toys
- e) portable computers

3. Electrical devices that may not be used during a flight

- a) electronic cigarettes (passengers must always carry electronic cigarettes directly with themselves and not in cabin baggage or checked baggage. If possible, the battery should be removed from the device).
- b) radio stations, all types of transmitters, VHF transmitters
- c) remote control toys and receivers
- d) any device with a mobile connection
- e) laser beam devices, laser pointers

4. Limitation of Carrier's liability

The carriage of electrical equipment in checked baggage is prohibited; their carriage is permitted in cabin baggage. The Carrier shall not be liable for any damage to such equipment during

carriage. If a device or any other object poses a security risk during airport security screening, it will be confiscated without the payment of any compensation.

5. Batteries

Conditions for the carriage of certain types of batteries are detailed below. If prior permission from the Carrier is required, this must be requested no later than 2 days prior to departure. The Carrier has the right to refuse carriage. The carriage of overheated or damaged batteries is prohibited on all flights operated by Smartwings Hungary Kft.

Prior permission of the Carrier is required				
		It is permitted in checked baggage or as checked baggage		
		Authorised in the passenger cabin		
		The captain of the aircraft must be informed of its placement		
No	No	Yes	No	Spare/accessory batteries for portable electrical appliances, including lithium metal or lithium-ion cells or batteries, may only be carried in cabin baggage. Items whose primary purpose is to provide a source of power, such as portable chargers, are considered spare batteries. These batteries must be individually protected to prevent short-circuits.
Yes	No	No	No	Lithium batteries: safety-type equipment containing lithium batteries (see ¹⁾ for details)
No	No	Yes	No	Lithium-containing batteries: portable electrical devices containing lithium metal or lithium-ion cells or batteries, including medical devices such as portable oxygen concentrators and electrical consumer products such as cameras, mobile phones, laptops and tablets carried by passengers, with a lithium content not exceeding 2 g for lithium metal batteries and a consumption of 100 watt-hours for lithium-ion batteries.
Yes	No	Yes	No	Lithium-containing battery spares/accessories with an hourly consumption exceeding a classification value of 100 Watt-hours but not exceeding 160 Watt-hours for consumer electrical goods and personal electrical medical equipment, or a lithium content exceeding 2 g but not exceeding 8 g for personal electrical medical equipment. Only up to two spare batteries may be carried in cabin baggage, each of which must be individually protected to prevent short circuits.
Yes	No	Yes	No	Electrical devices powered by lithium batteries. Lithium-ion batteries for portable electrical equipment (including medical equipment) with a consumption classification value exceeding 100 Watt-hours but not exceeding 160 Watt-hours. Exclusively portable medical electrical equipment with batteries with a lithium metal content exceeding 2 g but not exceeding 8 g.
No	No	Yes	No	Electric cigarettes (including electric cigars, electric pipes and other personal vaporiser) that contain a battery must be individually protected to prevent their possible activation. Such devices must be carried directly by the passenger (not in cabin

				baggage). Where possible, the battery should be removed from the device.
Yes	Yes	No	No	Mobility aids: battery-powered wheelchairs or other similar mobility aids with spill-proof wet or gel cell batteries or batteries that comply with those contained in parts A123 or A199 of the IATA Dangerous Goods Regulations Special Provisions
Yes	Yes	No	Yes	Mobility aids: battery-powered wheelchairs or other similar mobility aids with a leaky battery or battery containing lithium
Yes	No	Yes	Yes	Mobility equipment: battery-powered mobility equipment with lithium-ion battery (folding). The lithium-ion battery must be removed and carried in the passenger cabin.

1) Security type equipment, such as briefcases, cash boxes, money bags, etc., which contain dangerous goods as part of the equipment, such as lithium batteries or pyrotechnic materials, may be carried as checked baggage only if the equipment meets the following conditions:

1. the equipment must be effectively protected against possible activation,
2. if the equipment contains explosive or pyrotechnic substances or articles, the substance or article must be excluded from Class 1 by the competent national authority of the State of manufacture in accordance with point 1.5.2.1 of Part 2 of the ICAO *Technical Instructions for the Safety of Air Transport of Dangerous Goods*, (point 3.1.7.1, IATA Dangerous Goods Regulations);
3. if the equipment contains lithium batteries or accumulators, these batteries or accumulators must comply with the following restrictions:
 - a) The cells with contents of lithium metal shall not contain more than 1 g of lithium,
 - b) The total lithium content of a lithium metal battery shall not contain more than 2 g of lithium,
 - c) The watt-hour consumption rating of an lithium-ion cell shall not exceed 20 watt-hours,
 - d) The watt-hour consumption rating of an lithium-ion cell shall not exceed 100 Watt-hours,
 - e) each cell or battery shall demonstrably comply with the requirements of Part III, Subsection 38.3 of the document entitled 'UN Manual of Tests and Criteria' defining the guidelines of the United Nations for certain test procedures and criteria.
4. if the equipment contains gases for the extraction of ink or paint, only gas cartridges or containers with a small gas capacity not exceeding 50 ml and not containing components as defined in the ICAO *Technical Instructions for the Safety of the Air Transport of Dangerous Goods / IATA Dangerous Goods Regulations*, except for Class 2.2 gas, are permitted. Gas emissions may not cause undue discomfort or annoyance to crew members to ensure that they are not prevented from properly performing their assigned duties. In the event of accidental activation, hazardous effects shall be confined within the equipment and shall not cause excessive noise.
5. the transport of defective or damaged safety-related equipment is prohibited.