



**GENERAL CONDITIONS OF
CARRIAGE FOR PASSENGER AND
BAGGAGE**

SAL-IN-001

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0.3 DISTRIBUTION LIST

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NOTE: This instruction shall be available to the Trade Air staff through on-line system on the web page: www.tdrdocs.com. Using this system, one can check the latest update of the procedure and request the update from the Quality, Safety and Security Department.

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1. SUBJECT

General conditions of Carriage for passenger and baggage govern the relationship between passenger and Carrier regarding the Carriage on an aircraft pursuant to a Ticket on which our Airline Designator Code appears for that flight or flight segment.

These Conditions of Carriage may be amended without prior notice. The version in effect at any given time is the one most recently published.

2. OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with applicable laws and regulations which event such laws and regulations shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

3. EXPRESSIONS

“AIRLINE CODE” means the two-characters or three figures which identify particular air carriers.

“BAGGAGE” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

“BAGGAGE IDENTIFICATION TAG” means a document issued solely for identification of Checked Baggage.

“CARRIAGE” means carriage of Passengers and/or Baggage by air. “CARRIER” means an air carrier other than ourselves whose airline designator code appears on your Ticket or on a Conjunction Ticket.

“CHECKED BAGGAGE” means Baggage of which we take custody and for which we have issued a Baggage Check.

“CHECK-IN DEADLINE” means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

“DAMAGE” includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

“FORCE MAJEURE” means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

“SDR” means a Special Drawing Right as defined by the International Monetary Fund.

4. CHECK-IN DEADLINES

4.1. Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honor them. The latest check-in time is 30 minutes. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines.

4.2. You must be present at the boarding gate not later than the time specified by us or your Tour Operator when you check-in.

4.3. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

4.4. We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article unless we have been negligent.

5. TRANSPORTATION DOCUMENTS

5.1. The passenger is fully responsible for complying with rules and regulations imposed by the authorities of countries of departure, transit, transfer and destination. Information about requirements should be given to passenger during reservation and/or ticket sales by the Tour Operator or any legal person who has chartered the aircraft for the referring flight.

5.2. Non-compliance with the above policy may result in refusal of admission and immediate removal of the passenger. Otherwise, heavy fines may be imposed on the carrier and/or the passenger.

5.3. Trade Air reserve the right to refuse transportation of passengers whose travel documents are incomplete or invalid.

6. SPECIAL NEEDS PASSENGER

A passenger to whom special assistance is provided and to whom special booking and handling procedures apply while providing carriage is defined as Special Needs Passenger. This category includes unaccompanied minors, passengers travelling with children less than 2 years old and passengers with reduced mobility. Passengers with reduced mobility are those who due to their physical, mental or medical conditions require special – individual attention or care, which normally is not provided to other passengers. Those passengers are divided into medical or non-medical cases.

6.1 UNACCOMPANIED MINOR

UM – Unaccompanied minor – A child who has reached 5 but not 12 years of age and is traveling alone.

Children under 5 years of age shall not be accepted if travelling unaccompanied.

6.1.1 Parent's or Guardian's Responsibility

The parent or guardian must:

- make the flight reservations,
- arrange for necessary travel documents,
- stay at the airport until the flight is airborne or arrange for an authorized adult on departure to stay at the airport until the flight is airborne,
- arrange for an authorized adult upon arrival to be at the airport at the actual time of arrival,
- sign the "Request for carriage" form,
- pay all costs involved in return transportation (meals, accommodation, ground transport, return fare etc.) in case the authorized adult fails to meet the UM.

Maximum number of UM on TDR flights operated with Fokker 100 is 4.

6.2. INCAPACITATED PASSENGERS

Incapacitated passengers are defined as those passengers with physical or mental disability, or with a medical condition, who require individual attention or assistance on enplaning/deplaning, during flight and during ground handling.

6.2.1 *Types of Incapacitated passengers:*

Category	Characteristics	Assistance
WCHR (wheelchair – ramp)	Passenger can walk short distances and walk up or down stairs. Can walk in the cabin and is able to climb aircraft stairs alone. Assistance from/to aircraft is necessary.	Passenger will be accompanied. For long walking distances a wheelchair is available.
WCHS (wheelchair – steps)	Passenger cannot walk up or down aircraft stairs but can walk in the cabin alone.	Passenger will be accompanied. Passenger needs a wheelchair from/to the aircraft.
WCHC (wheelchair – cabin seat)	Passenger cannot walk or stand and will be accompanied to and from their cabin seat.	Passenger will be accompanied. Passenger needs a wheelchair and special aids eg. high-loader or boarding wheelchair.
BLND (blind passenger)	Blind passenger. (only if assistance is expressly requested and prior notification is given)	Passenger will be accompanied. Individual needs will be respected.
DEAF (deaf passenger)	Deaf passenger or deaf without speech. (only if assistance is expressly requested and prior notification is given)	Passenger will be accompanied. Individual needs will be respected.
STCR (stretcher)	Passenger is on a stretcher and can only be transported this way.	Passenger will be carried to or from the aircraft by ambulance.
DEAF/BLIND	a blind and deaf passenger, who can move about only with the help of an accompanying person	Passenger will be accompanied.
MAAS	(meet and assist) all other passengers in need of special help	Passenger will be accompanied.

6.2.2 Maximum Allowable Incapacitated Passengers per Flight

The acceptance for transportation of sick, disabled and handicapped passengers is restricted in the interest of their own safety and that of other passengers. The number of handicapped passengers should not exceed:

	ACCOMPANIED	UNACCOMPANIED
WCHS/WCHR/WCHC	4	2

6.3 EXPECTANT MOTHERS

No restrictions for travel apply till the 27th week of pregnancy.

Medical certificate confirming health status and time of pregnancy is required for travel between 28 - 35 weeks of pregnancy.

Medical certificate must be issued within 72 hours of flight departure. This certificate must indicate that the passenger is fit for travel.

No travel is permitted beyond the 36th week of pregnancy.

No travel is permitted after 34th week of pregnancy if expecting a multiple birth.

7. ANIMALS

7.1 CONDITIONS OF CARRIAGE

Only cats and dogs may be carried as baggage on board Trade Air aircraft provided the following conditions are met:

- Good health and condition of animal,
Only animals which appear to be in good health and condition and fit to travel to the final destination will be accepted.

- Animal must travel together with passenger,
A live animal carried as baggage is carried on the same aircraft as the passenger who takes care of the animal; carriage of live animals is allowed under the regulations in force in the countries of departure, destination and in all transit countries.

- Passenger has got all documents (for animal) required for veterinary purposes according to the regulations.

The passenger carrying a live animal presents during check-in all the documents required for carriage of an animal, in compliance with the regulations in force in the countries of departure, destination and in all transit countries.

- Container (a cage or bag) used for transportation of animal is proper (according to the regulations).

The animal is presented for check-in in a container (a cage or bag) provided by the passenger, which meets Trade Air requirements regarding its weight, dimensions and construction. Each container must be suitable for the animal(s), it must in general allow the animal(s) to stand, turn and lie down in a natural manner.

7.2 CABIN (PETC)

- With the exception of guide dogs for blind passengers, only small pets weighing 8 kg or less may be carried in the cabin;
- Prior company approval must have been obtained;
- Such approval will stipulate that the pet shall be carried in a suitable leak-proof container or bag size 45x35x20 cm and must stay in the container/bag, on the floor, for the duration of the flight;
- The passenger, under whose care the pet travels, must be in possession of all documents required by the authorities at destination;
- Carriage of rodents is only permitted by prior permission of Flight Operations;
- The commander and handling staff shall ensure that no animal is carried in the cabin which might impede an emergency evacuation-

Maximum number of animals in cabin on TDR flights operated with Fokker 100 is 1, with the exception of guide dogs.

7.3 CARGO (AVIH)

The carriage of live animals in cargo compartments shall take the specify needs of the animals into account. The basic environmental requirements shall be ascertained from all sources available. The temperature range and oxygen requirements must be matched by the heating and ventilation capability of the cargo compartment provided.

7.4 HANDLING OF PETC

Only cats and dogs are accepted as PETC. Others - as AVIH only.

Weight of the animal together with its container (cage or bag) does not exceed 8 kg. If weight limit is exceeded – as AVIH only.

The container (cage or bag) fits under a passenger seat in the cabin and does not exceed the dimensions specified for cabin baggage (55cm x 40cm x 20cm).

8. RIGHT TO REFUSE CARRIAGE

Passengers considered potentially disruptive or dangerous must not be checked-in and accepted for carriage. It is the duty of passenger handling staff to prevent any passenger who violates the regulations of the general rules of carriage from checking-in and/or boarding the aircraft. The handling agent's staff who qualify passengers for carriage are obliged to deny boarding to passengers who are:

- Unable to present air ticket and boarding pass,
- do not comply to the regulations which are in force in air carriage or the regulations established by the airport authorities,
- due to their behaviour or appearance show symptoms of a mental or contagious disease, which may be a threat to other passengers on board or to flight safety in general,
- under the influence of drugs or alcohol otherwise intoxicated,
- refuse to be checked by security services (or have their baggage checked).

9. BAGGAGE

9.1 FREE BAGGAGE ALLOWANCE

Maximum combined weight of all pieces of checked baggage on flights operated by Trade Air:

- **20kg** for Y Class passengers,
- **20kg** for charter flight passengers.

Deviation from determined weight of checked baggage is possible only with the approval of Trade Air Flight Operation Manager when it will not affect the safety of the flight.

9.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us or your Tour Operator upon request.

Trade Air passenger handling staff may refuse carriage of excess baggage due to safety considerations, technical reasons etc. The decision regarding this issue is made by the authorized Trade Air representative at the airport or Trade Air Ground Operations Department.

9.3 ITEMS UNACCEPTABLE AS BAGGAGE

You must not include in your Baggage:

9.3.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air , and in our regulations (further information is available from us on request);

9.3.2 You must not include in your Checked Baggage fragile items, such as glasses, foodstuffs, perishable items, items of a special value, such as money, keys, prescribed medicine, negotiable papers, securities or other valuables, business documents, passports and other identification documents, or samples, jewellery, precious metals, personal electronic/electrical devices, such as cameras, computers, cellular telephones and musical instruments.

9.3.3 If, despite being prohibited, any items referred to above are included in your Baggage, we shall not be responsible for any loss or damage to such items

9.4 CHECKED BAGGAGE

9.4.1 Upon delivery to us of your Baggage, which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

9.4.2 Checked Baggage must have your name or other personal identification affixed to it.

9.4.3 Checked Baggage will if within limits whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

9.5 UNCHECKED BAGGAGE

9.5.1 Baggage that you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage. We have specified maximum dimensions and weight for Baggage that you carry on to our aircraft. Upon request this information is available from us or from our Tour Operator. If another Carrier is operating your flight other conditions may apply. Information regarding these conditions is available from the operating Carrier upon request. If requested we will assist you in obtaining these conditions.

9.5.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 9.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

9.6. COLLECTION AND DELIVERY OF CHECKED BAGGAGE

9.6.1 Subject to Article 9.5.1. you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

9.6.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

9.6.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

10. IF YOUR BAGGAGE IS DELAYED, LOST OR DAMAGED

Any kind of irregularity related to checked baggage noticed during baggage claiming has to be reported by the passenger to Trade Air handling agent at the Lost and Found Office at the airport of arrival. Lost and Found Office staff shall make a Property Irregularity Report - PIR or Damage to Property Report – DPR. Forms shall be signed by both Lost and Found Officer and the passenger. Trade Air is not liable for loss, damage or delay in the delivery of the following items which are included in the passenger's checked baggage, with or without our knowledge:

- fragile or perishable articles,
- money, jewelery, precious metals, silverware,
- business documents, passports and other identification documents,
- cameras and laptop computers,
- negotiable papers,
- securities or other valuables,
- medicines,
- samples,
- keys of any kind

10.1 DELAYED BAGGAGE

At destination outside Croatia, Trade Air’s handling agent shall deliver baggage to the passenger by taxi, train or other carrier. The passenger shall be informed in advance when and how the baggage shall be delivered. At destinations in Croatia, if it is not arranged in this manner, the passengers have to pick up their delayed baggage at the nearest airport. Passenger shall present his copy of Property Irregularity Report (PIR) to make delivery possible. Baggage receipt shall be verified by passenger’s signature and officer shall enter the date of baggage receipt in the passenger copy of PIR.

10.2 MISSING BAGGAGE

Any baggage missing has to be reported to Trade Air or handling agent immediately upon arrival at the airport of destination to which the baggage has been carried and designated. A Property Irregularity Report (PIR) has to be issued by Lost and Found Office and signed by the passenger. If PIR has not been issued immediately upon arrival at the airport of destination, or not signed by the passenger, Trade Air reserves the right to reject complaint or indemnity claim.

10.2.1 Missing baggage compensations:

In the case when 24 hour delivery of baggage shall reasonably be expected, the passenger is entitled to overnight kit and door-step baggage delivery.
If the baggage has been lost for up to a week Trade Air shall compensate 50% of any reasonable expenses for immediate necessities during the absence of baggage. Receipts for purchases liable for compensation have to be attached to the claim. Compensation limits are determined according to the table below and written in PIR.

Class of passenger \ Baggage missing	Up to 72 hrs (3 days)	Up to 1 week
	Single Charter	30 EUR
Chain of Charter	30 EUR	60 EUR

10.3 LOST BAGGAGE

The baggage is considered lost if it has not been found within 45 days after reported missing. In this case, Trade Air shall redeem the value at the rate of 14 EUR per kilo of lost baggage (to the maximum weight of 20 kg per bag). Any amount paid in advance shall be deducted from the amount of final settlement that shall be paid to the passenger for total baggage loss.

10.4 DAMAGED BAGGAGE

In case of damage to baggage, passenger shall report it to the carrier immediately upon baggage receipt at the airport of destination (Lost and Found Office), where Damaged Baggage Report shall be issued, and signed by passenger. Only in exceptional cases, when damage is not noticed immediately, passenger has to report it to the Lost and Found office additionally, and the claim in writing has to be sent to the carrier within 7 days from baggage receipt.

Lost and Found Officer should advise the passenger to have baggage repaired if possible, and forward a claim in writing for compensation of repair expenses to Trade Air, enclosing the repair invoice. If damage is irreparable, it has to be confirmed by a statement of a luggage dealer or repair shop. In such case, Trade Air may wish to take possession of irreparable damaged baggage to prevent the possibility of future claims being made for the same claim.

Please note that Trade Air shall not be liable for damage caused by manufacturer's defect, improper packaging baggage or by normal wear and tear.

10.4.1 Damaged Baggage Compensation

Indemnity claim for damaged baggage is accepted and paid according to the following:

- For minor scratches, no indemnity claim is accepted
- For minor damages (broken locks and hinges, handle or strap broken or torn off, suitcase or bag dented, torn or crushed, zip broken), the amount up to 20 EUR shall be paid
- For major damages (torn, frame bend, holes), amount up to 40 EUR shall be paid
- For a complete damage (completely torn and irreparable bag or suitcase, making it non-usable), passenger shall be compensated according to the following guide:
 - 14 EUR per kilo of empty bag, up to the total of 100 EUR. Suitcase weight is established according to the IATA Table of Weights.

10.5 RIGHT TO REFUSE CARRIAGE

10.6.1 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

10.6.2. We may refuse to accept Baggage for Carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

11. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

11.1 SCHEDULES

11.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel.

11.1.2 Before we perform the flight, we or your Tour Operator will notify you of the scheduled flight time in effect as of that time.

11.2 CANCELLATION, REROUTING, DELAYS, ETC.

11.2.1 We will take all necessary measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

11.2.2. Delay occurs when a flight is delayed beyond its scheduled departure time:

- 4 hours for flights of more than 3500 km
- 3 hours for flights between 1500 km and 3500 km as well as intra EU flights of more than 1500 km
- 2 hours for the flights of up to 1500 km

11.2.3 If delay occurs Trade Air will do it's best to follow the recommendations of EC 261/2004 and Croatian Official Gazette NN 132/1998 and NN 63/2008. Pax rights available at check in.

11.2.4 If your flight, for which you hold a valid reservation, is cancelled, you are entitled to rerouting, care, refund and compensation as laid in pax rights form.

You are not entitled to receive compensation if the cancellation is attributed to extraordinary circumstances which could not have been avoided, even if all reasonable measures had been taken. Examples include bad weather conditions, political instability, strikes, security, risks, unexpected flight safety shortcomings, technical aircraft problems.

11.3 DENIED BOARDING

If we are unable to provide previously confirmed space, we shall compensate those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy. Details concerning our compensation policy are available from us.

12. LIABILITY

12.1 GENERAL

Our liability and the liability of each Carrier involved in your journey will be determined by the carrier's own Conditions of Carriage.

Our liability provisions are as follows:

12.1.1. We will be liable only for Damage occurring during Carriage on flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for Carriage on another carrier, we do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage you may make a claim against the first or last Carrier.

12.1.2. We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

12.1.3. We shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Conventions.

12.1.4. We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition.

12.1.5. Our liability is subject to your provision of relevant documentation, including where applicable documented proof of purchase, including date and price of purchase.

13. CONDUCT ABOARD AIRCRAFT

13.1 GENERAL

If in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

13.2 SMOKING

Smoking on the board of our aircraft is strictly forbidden.

13.3 USAGE OF ALCOHOL

Usage of alcohol on our aircraft is strictly forbidden unless the alcohol is provided by us during the flight and it can be proved by check.

13.4 USAGE OF ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, laser equipped devices, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is permitted.

13.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

14. TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse Carriage if you have not complied with these requirements, or your travel documents do not appear to be in order, or if you do not permit us to take copies thereof.

15. REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for Carriage to the point of refusal or denied entry will not be refunded by us.

16. PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred unless the expenditure is incurred through our negligence. We may apply towards such payment or expenditure the value of any unused Carriage on your Ticket, or any of your funds in our possession.

17. SECURITY INSPECTION

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

18. SETTLEMENT OF DISPUTES

The applicable law to this agreement and disputes is Croatian law. All the disputes that cannot be settled between the parties will be brought to the court the applicable court of Republic of Croatia upon the demand of claimant.

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