

This is your

AIR AMERICA, INC.

**Ticket and
Conditions of Carriage**

PASSENGER NAME: _____ DATE: _____

AIRCRAFT NUMBER: _____ BAGGAGE WEIGHT: _____

DEPARTURE TIME: _____ No. OF PIECES BAGGAGE: _____

*Aircraft boarding time is 15 minutes prior to scheduled
departure time*

*Please fasten your seat belt on take-off and landing for your
personal safety*

CAUTION: Please watch your hand baggage.

CONDITIONS OF CARRIAGE

1. As used herein "carriage" is equivalent to "transportation", and "carrier" includes this air carrier and all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "damage" includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.
2. (a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 18, 1929, (hereinafter called "the Convention") unless such carriage is not "international carriage" as defined by the Convention. For the purpose of the Convention the agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination, shown in carrier's timetables as scheduled stopping places on the passenger's route.
(b) To the extent not in conflict with the foregoing all carriage hereunder and other services performed by each carrier are subject to (i) applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements, and (ii) provisions herein set forth.
(c) Unless expressly so provided nothing herein contained shall waive any limitation of liability of Carrier existing under the Convention or applicable laws.
3. Insofar as any provision contained or referred to herein may be contrary to a law, government regulation, order or requirement, which severally cannot be waived by agreement of the parties, such provision shall remain applicable and be considered as part of the conditions of carriage to the extent only that such provision is not contrary thereto. The invalidity of any provision shall not affect any other part.
4. Subject to the foregoing: (a) Liability of carrier for damages shall be limited to occurrences during its own carriage. A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent. (b) Carrier is not liable for damage to passenger or unchecked baggage unless such damage is caused by the negligence of carrier. (c) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders or requirements, or from failure of passenger to comply

with same. Any liability of carrier is limited to 250 French gold francs or its equivalent per kilogram in the case of checked baggage, and 5,000 French gold francs or its equivalent per passenger in the case of unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to carrier's regulations. In that event the liability of carrier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss. (e) Any exclusion or limitation of liability of carrier under these conditions shall apply to agents, servants or representatives of the carrier acting within the scope of their employment and also to any person whose aircraft is used by carrier for carriage and his agents, servants, or representatives acting within the scope of their employment.

5. Checked baggage carried hereunder will be delivered to the bearer of the baggage check upon payment of all unpaid sums due carrier under carrier's conditions of carriage.
6. The passenger shall comply with all government travel requirements, present all exit, entry and other documents required by the law, and arrive at the airport by the time fixed by carrier or, if no time is fixed, sufficiently in advance of flight departure to permit completion of government formalities and departure procedures. Carrier is not liable for loss or expense due to passenger's failure to comply with this provision.

7. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of these conditions.
8. (a) No action shall lie in the case of damage to baggage, unless the person entitled to delivery complains to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt, and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his disposal. Every complaint must be made in writing and dispatched within the times aforesaid. Where carriage is not "international carriage" as defined in Convention, failure to give notice shall not be a bar to suit where claimant proves that (i) it was not reasonably possible for him to give such notice, or (ii) that notice was not given due to fraud on the part of carrier, (iii) the management of carrier had knowledge of damage to passenger's baggage.
(b) Any right to damages against carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

Issued By

AIR AMERICA INC.