

# General Conditions of Carriage for Passengers and Baggage

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These General Conditions of Carriage prepared in accordance with Recommended Practice 1724 of the International Air Transport Association (IATA) are the only general conditions that are binding upon Hahn Air Lines GmbH. General conditions of carriage issued by other airlines may differ from these General Conditions of Carriage and apply to all flights operated by these other companies.

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## **Article 1 - Definitions**

Unless the text or context indicates otherwise, the expressions used herein have the following meaning:

"WE", "OUR", "US" means Hahn Air Lines GmbH.

"YOU", "YOUR", "YOURSELF" means any person, except members of the crew, whom we have agreed to carry on a flight based on a Ticket. (See also the definition for "Passenger")

"AIRLINE DESIGNATOR CODE" means the two characters or three letters or numbers, which identify particular carriers.

"CONJUNCTION TICKET" means a Ticket issued to a Passenger in relation to another Ticket, which together constitute a single contract of carriage.

"CODE SHARE" means a flight operated by another carrier than the one indicated on the Ticket.

If you are booked on a flight operated by one of our codeshare partners, please refer to Article 2.3 to find out more about the derogations from these Conditions of Carriage in the case of codeshare flights.

"COUPON" means both a paper flight coupon and an electronic coupon.

"ELECTRONIC COUPON" means an electronic flight coupon or another value document held in our computer database.

"ELECTRONIC TICKET" means the Ticket stored by us or on our behalf, confirmed by the "itinerary/receipt" issued to the Passenger.

"FLIGHT COUPON" means the part of the Ticket which bears the words "Good for Passage" or in the case of an electronic Ticket, it means the electronic coupon, which shows the places of departure and destination between which the holder is entitled to be carried.

"PASSENGER" means any person holding a Ticket who is carried, or is to be carried, on an aircraft with our consent, other than members of the crew. (see also definition for "you", "your" and "yourself").

"PASSENGER COUPON / PASSENGER RECEIPT" means that portion of the Ticket issued by us or on our behalf, which is marked respectively and which ultimately is to be retained by you.

"FARE" means the price payable for carriage of Passengers on a particular route, which has been approved by or notified to the relevant aviation authorities, if applicable.

"TICKET" means either the document entitled

"Passenger Ticket and Baggage Check" or the electronic Ticket issued by us, which includes the conditions of contract, notices as well as flight and Passenger coupons.

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination, which we have consented to in advance.

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified it consists of both your checked and unchecked baggage.

"CHECKED BAGGAGE" means baggage of which we take custody and for which we have issued a baggage receipt.

"UNCHECKED BAGGAGE" means any of your baggage other than checked baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for the identification of checked baggage.

"BAGGAGE RECEIPT" means those portions of the Ticket, which relate to the carriage of your checked baggage.

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

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on electronic Tickets that contain(s) the Passenger name, flight information and notices.

"CARRIER" means an air carrier or other carrier other than ourselves, whose designator code appears on your Ticket or conjunction Ticket and who carries the Passenger and/or his baggage based on the Ticket.

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

"DAMAGE" includes death, injury, loss, theft or other damage, arising from or in connection with the carriage or services related to the carriage services provided by us.

"SDR" means a Special Drawing Right as defined by the International Monetary Fund. The Special Drawing Rights are converted into national currencies in accordance with the methods of the International Monetary Fund as of the date on which the decision on the compensation to be paid is made.

"DAYS" mean calendar days, including Sundays and public holidays. For the purpose of notifications, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the flight commenced shall not be counted.

"TARIFFS" means the published fares, charges and/or related fare terms and conditions approved or filed, where required, with the appropriate authorities.

If you are booked on a flight operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

"CONVENTION" means whichever of the following legal foundations is/are applicable:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to as the Warsaw Convention).
- The Warsaw Convention as amended at The Hague on 28 September 1955.
- The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975).
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975).
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).
- The Guadalajara Supplementary Convention (1961).
- The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the Montreal Convention)

"AGREED STOPPING PLACES" means those places (except the place of departure and the place of destination) specified on the Ticket or shown in our timetables as scheduled stopping places on your route.

"CONDITIONS OF CONTRACT" means those conditions contained in or delivered with your Ticket or itinerary/receipt, which are identified as such and which incorporate these Conditions of Carriage by reference.

"Regulation (EC) No 261/2004" means the Regulation (EG) 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 (OJ of 17 February 2004/L46/1).

## **Article 2 - Scope of application**

### **2.1 General**

Except as provided in Articles 2.2, 2.4 and 2.5, these General Conditions of Carriage apply only to those flights, or flight segments, where our name or airline designator code is indicated on the Ticket.

### **2.2 Charter**

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the charter agreement or the Ticket.

### **2.3 Code share**

On some services, we have arrangements with other carriers known as code shares. This means that, even if you have a reservation with us and hold a Ticket showing our name or our airline designator code for the flight, another airline may operate the aircraft. We will advise you which airline will be operating the flight at the time you make a reservation.

Please note that the conditions of carriage of our codeshare partners may differ from our conditions of carriage and therefore you should read the conditions of carriage of our codeshare partners carefully in order to familiarise yourself with their terms, in particular, with respect to check-in deadlines, unaccompanied minors, carriage of animals, refusal of carriage, oxygen supply, irregularities in operations, denied boarding compensation and carriage of baggage.

The conditions of carriage of our codeshare partners are available on their respective websites or can be requested through your travel agent.

### **2.4 Overriding law**

These General Conditions of Carriage shall not apply if they do not comply with our tariffs or applicable laws, in which case such tariffs or laws shall prevail.

Should any individual provision of these General Conditions of Carriage be invalid under applicable law, the validity of the other provisions shall remain unaffected.

### **2.5 Conditions prevail over regulations**

Unless specifically stated otherwise herein, these Conditions of Carriage shall prevail over any other regulations of Hahn Air Lines GmbH, which govern the same subject.

## **Article 3 - Tickets**

### **3.1 Ticket as condition of carriage**

3.1.1 We will only provide carriage to Passengers named on the Ticket upon presentation of a valid Ticket or, in the case of an electronic booking, of a valid ETIX deposit in the reservation system, containing the flight coupon for that flight and any other unused flight coupons and the Passenger coupon. We reserve the right to verify your identity.

3.1.2 Tickets are non-transferable.

3.1.3 We sell some Tickets at discounted fares, which may be partly or completely non-refundable. For details, please refer to the relevant terms and conditions. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your booking.

3.1.4 If you have a discounted Ticket as defined in 3.1.3, and you have been prevented from travelling due to force majeure, we will issue a credit note for the non-refundable part of the fare to you which shall be used for future travel with us, provided you have told us promptly about the relevant circumstances and have a completely unused Ticket. We reserve the right to deduct a reasonable administrative fee.

3.1.5 The Ticket is and remains the property of the issuing carrier at all times. Unless proved otherwise, the Ticket shall be deemed prima facie evidence of the conclusion and content of the contract of carriage. The terms of the contract contained in the Ticket are a summary of the provisions of these Conditions of Carriage.

3.1.6 Except in the case of an electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid and complete Ticket, including the flight coupon for that flight and all other flight coupons. Furthermore, you shall not be entitled to be carried on a flight if the Ticket you present is seriously mutilated, or if it has been altered otherwise without our consent. In case of an electronic Ticket, you shall not be entitled to be carried on a flight unless the electronic Ticket was duly issued in your name and you can prove to us that you are the person named on the Ticket.

3.1.7 In case of loss or mutilation of a Ticket or part of it by you or non-presentation of a Ticket containing the Passenger Coupon and all unused flight coupons, we will, at your request, replace the Ticket or part thereof by issuing a new Ticket, if you can prove that a valid Ticket has been issued to you, and you sign an agreement to reimburse us, for any costs that we may incur as a result of the original Ticket being misused. If you cannot prove that you had a valid Ticket or you do not sign the relevant agreement, the issuing carrier may charge you the full price for a replacement Ticket. This will be refunded if and when the issuing carrier was able to validate that the original Ticket has not been used before its validity period ran out. The issuing carrier may charge a reasonable administrative fee for this service, unless the loss or mutilation was due to negligence of the issuing carrier, or its agents.

Where a card (UATP card, debit or credit card) has been stored in the reservation system to identify an electronic Ticket reservation, any theft or loss of the card must be reported immediately to Hahn Air Lines GmbH, in addition to the bank or credit card company. Once a card has been reported invalid, it cannot be released for use again. The cardholder shall be liable for the cost of any electronic Tickets issued as a result of the misuse of the card before its loss or theft has been reported to Hahn Air Lines GmbH. The liability policies of the respective card companies remain unaffected.

Passengers are obliged to take appropriate measures to safeguard their Tickets and ensure they are not lost or stolen.

### 3.2 Period of validity

3.2.1 Unless otherwise stated on the Ticket, these Conditions of Carriage, or any tariffs which apply, a Ticket is valid for travel for one year from the date you first travelled using the Ticket, as long as your first flight took place within one year of the Ticket being issued. If the Ticket is completely unused, it is valid for one year from the date of issue.

3.2.2 If you are prevented from travelling within the validity period of a Ticket because we could not confirm your reservation at the time of your request, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If you become ill after commencing your journey and your illness prevents you from travelling on your next flight within the validity period of your Ticket, we may extend the validity period of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such a certificate. In such circumstances, we will similarly extend the period of validity of Tickets of the other members of your immediate family accompanying you.

3.2.4 In the event of a Passenger's death during the journey, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay requirement or by extending the validity period of their Tickets. In the event of death in the immediate family of a Passenger who has commenced travel, the validity of this Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of death.

### 3.3 Coupon sequence and use

3.3.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure through any agreed stopping places to the final destination. The fare you have paid is based on our tariff for the transportation shown on your Ticket. Please note that if you do not fly a segment of your itinerary preceding your flight or you do not travel in the sequence provided in the Ticket, the fare charged for that flight will be the fare for your actual transportation that would have been payable at the time of the original booking. If this fare is higher than the fare for the route indicated on your Ticket, further carriage may be made subject to the payment of the difference between the fare you have already paid and the revised fare. A change in the place of departure or destination, the time of departure or other circumstances must be agreed with Hahn Air Lines GmbH prior to departure.

Changes to an existing booking may incur additional costs or administrative fees, which can also be calculated in retrospect. You will be given the option of accepting the new fare or maintaining your original transportation as Ticketed.

If the revised fare is lower than the fare originally paid we will refund the difference.

3.3.2 Please note that if you do not show up for a flight and you do not notify us in advance, we may cancel any reservations you have for your return or onward flights. If you do notify us in advance, we will not cancel any subsequent flight reservations. However, you may incur costs as set forth in Article 3.3.1.

3.3.3 Please note that some changes to your booking may incur a higher fare. If you do not use the return portion of your Ticket, we shall be entitled to re-calculate your fare based on the one-way fare applicable at the time of the original booking, unless this is a case provided for in Article 3.2.3. The revised fare may be higher than the original fare. Some fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.3.4 Each flight coupon will be accepted for carriage in the class of service, on the date and on the flight specified therein. When flight coupons are issued without a seat reservation, we will make the seat reservation subject to the applicable fare conditions and seat availability on the relevant flight.

### 3.4 Name and address

Our name may be abbreviated to our airline designator code, or otherwise in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the Ticket, or, in the case of an electronic Ticket, the airport of departure indicated for the first flight segment in the itinerary that is operated by us.

## Article 4 - Fares, taxes, fees, charges

### 4.1 General

Unless expressly stated otherwise, fares cover carriage from the airport at the place of departure to the airport at the place of your final destination. Fares do not include ground transportation between airports or between airports and city centres. Your fare is calculated in accordance with our tariff, which is applicable on the day you book your flight for the flight dates and itinerary shown on your Ticket. Changes to your itinerary or the dates of travel may affect your fare.

### 4.2 Taxes, fees, charges

Applicable taxes, fees and charges levied by governments, other authorities or by the operator of an airport, shall be payable by you. When you purchase your Ticket, you will be advised of any taxes, charges and fees not included in the fare, which will normally be shown separately on the Ticket at the time you purchase your Ticket. Taxes, fees and charges imposed on air travel change constantly and can be levied on your booking after the date the Ticket has been issued. If any of these taxes, fees and charges change after you have purchased your Ticket, you will be obliged to bear the additional cost. If any taxes, fees or charges are abolished, reduced or no longer levied on your booking, you will be entitled to claim a refund.

#### 4.3 Currency

Unless provided otherwise in the conditions of the relevant fare, taxes and charges are payable in the currency of the country in which the Ticket is issued. We may, at our discretion, accept payment in another currency.

## Article 5 - Reservations

### 5.1 Reservation requirements

5.1.1. Each flight coupon will be accepted for carriage only in the class of travel specified therein on the date and on the flight for which there is a seat reservation. If you purchase a Ticket without a seat reservation, you may reserve your seat later if a seat is still available on the requested flight.

5.1.2 We or our authorised agent will record your reservation(s). We will also provide you with written confirmation of your reservation(s) upon request.

5.1.3 Certain fares have conditions, which limit or exclude your right to change or cancel reservations.

### 5.2 Time limits for payment

If you have not paid for the Ticket prior to specified Ticketing time limit, as advised by us or the travel agency which issued the Ticket we may cancel your reservation.

### 5.3 Personal information

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, the travel agency which issued the Ticket, government agencies, other Carriers or the providers of the above-mentioned services.

### 5.4 Seating

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat, even if you can produce a confirmed seat reservation. We reserve the right to assign or reassign seats at any time, even after boarding the aircraft. This may be necessary for operational, safety or security reasons.

### 5.5 Cancellation of onward reservations

Please note that if you do not show up for a booked flight, and you do not notify us in advance, we may cancel your return or onward flight reservations. If you notify us in advance, we will not cancel your subsequent flight reservations, but you may incur additional charges.

### 5.6 Reconfirmation of reservations

5.6.1 You may be required to reconfirm onward or return reservations within certain time limits. If a reconfirmation is required and you fail to reconfirm, we may cancel your onward or return reservations. If you fail to reconfirm, but let us know that you still want to travel and there are seats available in the relevant cabin class, we will reinstate your reservation and carry you.

5.6.2 You should check the reconfirmation requirements of any other carriers involved in your journey and where necessary, reconfirm with the carrier whose airline designator code appears on the Ticket for the flight in question.

5.6.3 An administrative charge may be payable if you:

- fail to arrive at our check-in at the airport or other place of departure by the time we have specified (or if no time has been specified, you do not allow ample time to complete the immigration formalities and departure procedures) and as a result, you are unable to board the booked flight, or
- you are improperly documented and not ready to travel and, as a result, you are forced to forfeit your seat, or



- you fail to cancel your booking by the time stipulated by the carrier. This fee will not be payable, if your failure to cancel the booking or to arrive in time for departure is due to a flight delay or cancellation, or omission of a scheduled stop, or failure to provide a seat on the relevant flight or if you fail to arrive in time for departure for one of the aforementioned reasons.

## Article 6 - Check-in

6.1 Check-in deadlines vary from airport to airport. We advise you to inform yourself about check-in deadlines for your flights before you travel and honour them. We reserve the right to cancel your reservations, if you do not comply with the check-in deadlines indicated. Unless otherwise stated, check-in for our flights closes 45 minutes prior to the scheduled departure.

6.2 You must be present at the boarding gate no later than the time specified by us when you check in.

6.3 We may cancel your reservation, if you fail to meet our check-in deadlines, fail to arrive at the boarding gate in time or fail to present the necessary travel documents (Article 13.2).

We will not be liable to you for any loss or expense incurred resulting solely from your failure to comply with provisions 6.1 - 6.3.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

## Article 7 - Refusal and limitation of carriage

### 7.1 Right to refuse carriage

We shall be entitled to refuse to carry you or your baggage at our discretion, exercising all due care and diligence, if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In such cases, you will be entitled to a refund of the fare.

In addition, we may refuse to carry you or your baggage under the following circumstances:

7.1.1 such action is necessary to comply with any applicable laws, regulations or provisions of the country of departure, arrival or transit;

7.1.2 the carriage of you or your baggage may endanger the health and safety or materially affect the comfort of the other Passengers or crew;

7.1.3 your mental or physical state, including any effects caused by the use of alcohol or drugs, possess a risk or danger to you, other Passengers or the crew;

7.1.4 you have committed misconduct on a previous flight and there is a reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when requested to do so;

7.1.8 you present a Ticket that has been acquired unlawfully, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9 you have failed to comply with the requirements set forth in Article 3.3 above concerning the coupon sequence and use, or you present a Ticket which has not been issued by us or our authorised agent, or the Ticket is seriously damaged;

7.1.10 you fail to observe our safety or security instructions;

7.1.11 you have behaved in a way mentioned here on or in connection with a previous flight;

7.1.12 you fail to observe the ban on smoking and the use of electronic equipment on board our aircraft. Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

#### 7.2 Special assistance

Unaccompanied children, persons with disabilities, pregnant women, persons with illnesses or other people requiring special assistance can only be carried if such carriage has been agreed with us in advance. Passengers who advised us of any special requirements they may have at the time of the booking, and who have been accepted, may not be refused carriage on the basis of such special requirements.

Should you be excluded from carriage for any of the above reasons, your claims shall be limited to the right to request a fare refund for the unused flight coupons pursuant to Article 10.3.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

## Article 8 - Baggage

### 8.1 Free baggage allowance

You are entitled to have some baggage carried free of charge. The details of the free baggage allowance, which is based on the fare paid and subject to our conditions and restrictions, are available upon request from us or the issuing travel agents.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

### 8.2 Excess baggage

The carriage of baggage that exceeds the free baggage allowance and the carriage of special baggage will incur a charge. These baggage charges are available upon request.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

### 8.3 Items unacceptable as baggage

#### 8.3.1 You may not include in your baggage:

8.3.1.1 Items likely to put the aircraft or people or property on the board of the aircraft in danger. This includes the items listed in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations. This includes, in particular, explosives, compressed gases, oxidising, radioactive, corrosive or magnetising substances, highly flammable, toxic or aggressive substances and also all kinds of liquids (except for liquids carried in the hand luggage for use during the trip). For details, please click [here](#).

8.3.1.2 items whose carriage is prohibited by the applicable laws and regulations of the country of departure, destination or transit.

8.3.1.3 items which we may reasonably consider to be unsuitable for carriage because they are dangerous or unsafe, because they cannot be transported owing to their weight, size, shape or character, or because they are perishable or too fragile for the type of aircraft being operated.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes may not be carried as baggage. Firearms and ammunition for hunting and sporting purposes may only be carried as checked baggage. Firearms must be unloaded with the safety catch on. The carriage of ammunition is subject to ICAO and IATA regulations specified in Article 8.3.1.1.

8.3.3 Weapons such as antique firearms, swords, knives and similar objects may be accepted as checked baggage at our discretion, but may not be taken on board the aircraft as hand luggage.



8.3.4 Individual lithium batteries or rechargeable lithium batteries (as used in electronic devices such as laptop computers, mobile phones, watches, cameras) may only be carried in hand luggage. A maximum of two single lithium batteries or rechargeable batteries with a watt-hour rating of up to 160Wh may be carried as spare batteries for electronic equipment. The carriage of individual batteries or rechargeable batteries with a watt-hour rating between 100Wh and 160Wh requires the prior consent of the airline. Further details about the carriage of batteries and rechargeable batteries are provided in the Technical Instructions of the International Civil Aviation Organisation (ICAO) for the Safe Transport of Dangerous Goods by Air, which are available on the ICAO website in the Dangerous Goods section or on the website of the German Civil Aviation Authority (Luftfahrt-Bundesamt).

8.3.5 We shall not accept any liability for the loss or damage of items, which you include in your baggage despite the restrictions laid down in Article 8.3.1, 8.3.2 and 8.3.4.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

#### 8.4 Right to refuse carriage

8.4.1 In accordance with Article 8.3.2 and 8.3.3 we will refuse to carry items listed in Article 8.3, and we may refuse further carriage of any such items upon discovery,

8.4.2 We may refuse to carry any item we deem unsuitable for carriage because of its size, shape, weight, content, for safety or security reasons, or because it could potentially affect the comfort of other Passengers or crew.

8.4.3 We may refuse to carry baggage that has not been packed properly and securely in proper suitcases or other containers.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

#### 8.5 Right to search

For reasons of safety and security, we may request that you permit a search and scan of your person and/or your baggage as well as an x-ray of your baggage.

Your baggage may also be searched and x-rayed in your absence. These activities are designed to determine whether your baggage contains any items listed in Article 8.3.1 or any firearms or ammunition, which we have not been declared as set out in Articles 8.3.2 or 8.3.3.

If you are unwilling to comply with such a request, we may refuse to carry you or your baggage.

Should a search, scan or x-ray cause damage to you or your baggage, we shall not be liable for the damage, unless it is due to our gross negligence or fault.

#### 8.6 Checked baggage

8.6.1 Once you have handed over your baggage to us, we take custody of it. We will enter the relevant information in your Ticket and provide you with a baggage receipt. If we issue a baggage identification tag in addition to the receipt, this helps merely to identify the baggage.

8.6.2 Every piece of checked baggage must be labelled with your name or other personal identification.

8.6.3 We will carry your checked baggage, whenever possible, on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on another flight. If we carry your checked baggage on another flight, we will deliver it to you, unless you are required by law to be present for customs clearance.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

#### 8.7 Unchecked baggage

8.7.1 We set maximum dimensions and weights for baggage you carry on to the plane. If your unchecked baggage does not meet these requirements, you must check it in as checked baggage.

8.7.2 We will only carry items in the aircraft cabin, which do not meet the requirements set forth in Article 8.7.1 and which are, at the same time, unsuitable to be carried in the hold (e.g. musical instruments), if you have notified us in advance, and we have expressly agreed to carry these items. You may be asked to pay an extra charge for this service.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

## 8.8 Delivery of checked baggage

8.8.1 In accordance with Article 8.6.3, you must collect your checked baggage as soon as we have made it available at your place of destination or stopover. If you do not collect it within a reasonable time, we may charge you a storage fee. If you do not claim your checked baggage within 3 months from the date we make it available, we may dispose of it without any liability to you.

8.8.2 Only the person with the baggage identification tag can claim a piece of checked baggage.

8.8.3 If a person claiming a piece of checked baggage cannot produce the baggage receipt or identify the baggage with the help of the baggage identification tag, we will only deliver the baggage if such person can prove to our satisfaction that they are entitled to claim the baggage. We shall be entitled to request an adequate security from you to cover any loss, damage or expense that may arise as a result of such delivery.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

## 8.9 Transporting animals

We will only agree to carry cats or dogs subject to the following conditions:

8.9.1 You must ensure that cats or dogs are properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit. If you fail to do so, we may refuse to carry the animals. We reserve the right to make the carriage subject to additional conditions.

8.9.2 The weight of the animals together with their containers and feed will not count towards your free baggage allowance as it is regarded as special baggage, for which you will have to pay the applicable fee.

8.9.3 Guide or assistance dogs together with their containers and feed will be carried free of charge and will not count towards the free baggage allowance. Additional conditions are available on our website at [www.hahnair.com](http://www.hahnair.com).

8.9.4 Where the carriage of the animal is not covered by the liability rules of the Convention, we shall not be liable for the loss, sickness, injury or death of the animal we have agreed to carry, unless this is due to a fault or gross negligence on our part.

8.9.5 We shall not accept any liability for an animal we have agreed to carry not having all the necessary entry, exit, health and other documents required by the authorities to permit its entry into or transit through countries, states or territories. The Passenger shall be obliged to reimburse us for any fines, costs, charges, losses or damage we have incurred due to the absence of these documents.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

## Article 9 - Schedules, delays and cancellation of flights

### 9.1 Schedules

9.1.1 The flight times shown in our timetables may change between the date of publication and the date you actually travel. We do not guarantee these flight times to you and they do not form part of your contract of carriage with us.

9.1.2 If we need to change our scheduled departure time after your Ticket has been issued, we will endeavour to notify you of any such changes if you provide us with a contact address. If, after you buy your Ticket, we make a significant change to the scheduled departure time of your flight, which you find unacceptable, and we are unable to book you on another flight, which you are prepared to accept, you will be entitled to a refund in accordance with Article 10.2.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

### 9.2 Cancellations, rebooking, delays

9.2.1 We will take all reasonable measures necessary to avoid delay in carrying you and your baggage. In order to prevent a flight being cancelled these measures may include arranging for a flight to be operated by another airline or aircraft on our behalf.

9.2.2 In the case of cancellations, delays, and denied boarding, we shall provide compensation in accordance with Regulation (EC) No 261/2004 if the legal requirements are satisfied.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

## Article 10 - Refunds

### 10.1 General

We will refund Tickets or any unused flight coupons in accordance with the applicable fare terms and conditions as follows:

10.1.1 Unless provided otherwise in this Article, we shall be entitled to make a refund either to the person named on the Ticket or to the person who paid for the Ticket, provided satisfactory proof can be produced of such payment.

10.1.2 If the Ticket has been paid for by a person other than the Passenger named on it, and if the Ticket indicates that there is a restriction on refunds, we will make the refund only to the person who paid for the Ticket or in accordance with that person's instructions.

10.1.3 Except for lost Tickets, refunds will only be made in exchange for the Ticket and all unused flight coupons.

10.1.4 A refund made to a person who submits the Passenger coupon and all unused flight coupons claiming to be the person eligible for the refund shall be deemed to have been made to the person entitled to the refund.

### 10.2 Involuntary fare refunds

10.2.1 If we cancel a flight, fail to operate a flight according to schedule, fail to stop at your place of destination or stopover or cause you to miss a connecting flight on which you hold a confirmed reservation, we will refund your fare as follows:

10.2.1.1 if you have not used any part of the Ticket, the refund will be equal to the fare you have paid;

10.2.1.2 if you have used part of the Ticket, the refund will be equal to at least the difference between the fare you have paid and the correct fare for travel between the points for which you have used your Ticket.

### 10.3 Voluntary fare refunds

10.3.1 If you are entitled to a refund of the fare for your Ticket for reasons other than those set out in Article

10.2, the refund will be as follows:

10.3.1.1 if you have not used any part of the Ticket, the refund will be equal to the fare you have paid, less any applicable fees;

10.3.1.2 if you have used part of the Ticket, the refund will be equal to the difference between the fare you have paid and the correct fare for travel between the points for which you have used the Ticket, less any applicable fees.

### 10.4 Right to refuse a fare refund

10.4.1 We may decide to refuse to give you a refund if you apply for it after the end of the Ticket validity period.

10.4.2 We may refuse a refund on a Ticket if, when you arrived in a country, you presented your Ticket to us or to government officials as evidence of your intention to leave that country, unless you can prove to us that you have permission to stay in the country or you will be leaving the country on another airline or on another form of transport.

### 10.5 Currency

We reserve the right to make a refund in the same currency and using the same payment method you used to pay for the Ticket.

### 10.6 Payment of a fare refund

Refunds will only be made by the carrier, which originally issued the Ticket, or by his authorised agent.

### 10.7 Refunds for Tickets paid for by credit card

If a Ticket has been paid for by a credit card, any refund will have to be credited to the credit card account used for the original purchase. Under conditions laid down in this Article, the amount to be refunded shall be based on the amount and currency shown on the Ticket. The refund amount credited to the credit cardholder's account may differ from the amount originally paid for the refunded flight Ticket thanks to conversions and fees levied by the credit card company. Such differences shall not give rise to any further claims on the part of the recipient of the refund.

## **Article 11 - Conduct aboard aircraft**

### 11.1 General

If, while you are on board the aircraft, we reasonably believe that you have put the aircraft, or any person or property on board in danger, deliberately interfered with the crew in carrying out their duties or failed to obey the instructions of the crew, including with respect to smoking, alcohol or drug consumption, threatened, abused or insulted the crew or other Passengers, we may take any measures we think reasonable to prevent you continuing your behaviour, including restraining you. We may ask you to leave the aircraft, refuse to carry you on the remaining sectors of your journey and report the incident on board the aircraft to the relevant authorities.

### 11.2 Electronic devices

For safety reasons, we may decide not to allow you to use electronic devices when you are on board the aircraft, including mobile phones, laptops, notebooks, portable recording and playback devices, CD players, electronic games and transmitting devices, radio-controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is permitted.

### 11.3 Non-smoking flights

All Hahn Air Lines GmbH flights are non-smoking and smoking is prohibited in all areas of the aircraft.

#### 11.4 Compulsory wearing of seatbelts

Whenever you take your seat on board an aircraft and in particular, when the seatbelt sign is illuminated, regulations require Passengers to fasten their seatbelts and wear seatbelts during the entire flight until the aircraft comes to a hold and pulls up to the gate.

## **Article 12 - Arrangements for additional services**

12.1 If we make arrangements with a third party to provide other than air carriage services for you or issue you with a Ticket or voucher relating to transport services provided by third parties, we are only acting as your agent. In these cases, the terms and conditions of the third party providing those services will apply, and we will not accept any liability for third-party services, save in cases of negligence on our part when booking such services.

12.2 If we are also providing land transportation for you, specific conditions other than these Conditions of Carriage will apply to that transport.

## **Article 13 - Administrative formalities**

### 13.1 General

13.1.1 You are obliged and responsible for obtaining all the travel documents and visas required for your trip and carrying them with you during your entire journey. Furthermore, you must comply with all laws, regulations and directives of any country you fly from, enter or travel through or in which you are a transit Passenger.

13.1.2 We shall not be liable for any failure on your part to obtain all the necessary documents and visas, or to comply with the laws, regulations and directives of the countries concerned.

### 13.2 Travel documents

Before you travel, you must present to us all entry, exit, health and any other relevant documents prescribed by the countries you intend to visit and allow us to make copies of them. We reserve the right to refuse to carry you if you do not comply with these requirements, or if your travel documents seem inadequate.

### 13.3 Refusal of entry to a country

If you are refused entry to a country, you will be responsible for paying any fine or charge imposed on us by the government concerned as well as the fare for transporting you back to your place of departure. We will not refund to you the fare for carrying you to the place where you were denied entry.

### 13.4 Liability of the Passenger for fines etc.

If we are required to pay any fine or penalty or we incur any other costs because you have failed to comply with the laws, regulations and directives of any country you fly from enter or travel through or you failed to produce the necessary documents needed by that country, you must repay us the amount we have paid upon request. We shall be entitled to set off this expenditure incurred against the value of any unused part of your Ticket or any other of your funds we have access to.

### 13.5 Customs inspections

Upon request, you are required to be present when your baggage is inspected by customs or other government officials. We shall not be liable for any damage or loss you suffer in the course of an inspection or as a result of your failure to attend the inspection.

### 13.6 Security screening

You are obliged to submit to any security screening carried out by us, the authorities, airport officials, or other carriers.

### 13.7 Disclosure of information

We reserve the right to submit your passport details and personal data we have processed and used in connection with your trip to the authorities at home and abroad, provided this is necessary for the fulfilment of the contract of carriage, and the disclosure of information request of the relevant authority is based on mandatory legal provisions.

## **Article 14 - Successive carriers**

If we and other carriers are involved in performing carriage for you under one Ticket, we will regard the carriage as a single operation for the purposes of the Convention. In this context, we would like to ask you to refer to Article 15.1.2 (e).

## **Article 15 - Liability for damage**

15.1 The respective general conditions of carriage of Hahn Air Lines GmbH and other carriers involved in the journey govern the liability of each of these carriers.

15.1.1 Unless otherwise stated herein, the liability rules of the Montreal Convention of 28 March 1999, implemented by Regulation (EC) No 889/2002 and the respective national laws.

We provide compensation for denied boarding, cancellation and delays pursuant to Regulation (EC) No 261/2004.

15.1.2(a) Where the damaged party has contributed to the damage, our liability shall be reduced in accordance with the applicable laws regarding the exclusion or limitation of liability.

15.1.2(b) We shall only be liable for damage occurring on flights/flight segments operated by us and where our airline designator code appears in the Ticket for the flight/flight segment concerned.

If we issue a Ticket or accept baggage for carriage by another carrier, we do so only as agents for the other carrier. In the case of checked baggage, however, you are entitled to make a claim against the first or the last carrier on your journey.

If the carrier actually performing the flight is not the same as the contracting carrier, you have the right to address a complaint to or make a claim for damages against either. The contracting carrier is the carrier whose name or code is on the Ticket (code share).

15.1.2(c) We shall not be liable for damage to unchecked baggage, unless the damage was caused by our gross negligence or culpable conduct.

15.1.2(d) We shall, without delay and no later than 15 days after the identity of the person entitled to compensation has been established, make advance payments as may be required to meet immediate economic needs.

In the event of death, this advance payment shall not be less than the equivalent of 16,000 SDRs per Passenger.

Advance payments shall not be construed as acceptance of liability as they will be offset against any subsequent damages. An advance payment is not returnable, save the cases described in Article 15.1.2 (a), or in circumstances where it can be subsequently proven that the person who received the advance payment has caused the damage intentionally or through gross negligence or was not the person entitled to compensation.

15.1.2(e) With respect to international carriage, our liability for loss or destruction of baggage and damage to checked baggage is limited to 19 SDRs per kilogram and 322 SDRs for unchecked baggage per Passenger. In cases where the weight of a baggage item was not recorded on the baggage identification tag when the bag was checked in, we will assume that the total weight of the checked baggage did not exceed the free baggage allowance for the class of travel concerned. With respect to domestic carriage, our liability for damage to checked and unchecked baggage is limited to 1,131 SDRs per Passenger.

Complaints about damage, loss or destruction of baggage must be filed with the carrier in writing as soon as possible. Complaints about damage to checked and unchecked baggage must be made in writing within 7 or 21 days of receiving the baggage, respectively.



15.1.2(f) We shall not be liable for damage to Passengers caused by delay if we can prove that we have taken all reasonable measures to avoid the damage. While the liability for baggage delay is limited to 1131 SDRs per Passenger, our liability for damage caused to a Passenger by delay is limited to 4,694 SDRs. For delays of more than two hours, we are obliged to pay compensation as provided for by Regulation (EC) No 261/2004.

Where the damaged party has contributed to the damage, the amount of compensation shall be reduced by an amount that represents the portion of blame assumed by the damaged party. The damaged party shall be, in particular, obliged to increase the damage suffered as a result of the loss or delay of his baggage by making unreasonable replacement purchases.

15.1.2(g) Our liability shall never exceed the demonstrable damage. We shall only be liable for indirect or consequential damage, if we caused such damage intentionally or through gross negligence. This shall be without prejudice to the provisions of the Convention.

15.1.2(h) We shall not be held liable for any damage caused by your baggage. You shall be liable for any damage caused by your baggage to other people, including yourself.

15.1.2(i) We shall not be liable for damage resulting from the fact that we act in accordance with applicable laws and regulations and at the same time, we shall not be liable for damage arising from your non-compliance with the same.

15.1.2(j) We shall not be liable for damage to items which you are not allowed to carry in your checked luggage pursuant to Article 8.3.

15.1.2(k) We shall not be responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.1.2 (l) These Conditions of Carriage, including the exclusions and limitations of liability shall also apply to our agents, employees and representatives. As a result, the total amount you can recover from us and our agents, employees and representatives will not exceed the applicable limitation of liability.

15.1.2(m) Unless expressly stated otherwise, nothing in these Conditions of Carriage shall be construed as a waiver of the exclusion or limitation of liability to which we are entitled under the Convention or any laws that may apply.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

## **Article 16 - Time limits for claims and actions for damages**

### **16.1 Notification of claims**

If the person with a baggage receipt or a baggage identification tag receives checked baggage without complaint, this will be sufficient evidence that the checked baggage has been delivered in good condition and in accordance with the contract of carriage.

If you wish to file a claim or an action regarding damage to checked baggage on an international flight, you must notify us within 7 days of receipt of the baggage as otherwise such claim will be excluded. If you wish to file a claim or an action regarding a delay in delivery of checked baggage, you must notify us within 21 days of receipt of the luggage. These notifications must be made in writing.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

### **16.2 Time limits for actions for damages**

All actions for damages are subject to a limitation period of 2 years from the date of arrival at the place of destination, the date on which the aircraft was scheduled to arrive, or the date on which the carriage was cancelled. The time limits are calculated in accordance with the rules used by the court involved in the decision.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

#### 16.3 Public Alternative Dispute Resolution regarding Air Transportation

In accordance with section 57 a) of the law implementing the EU Directive on the Alternative Dispute Resolution concerning consumer protection affairs, Hahn Air is participating in the Alternative Dispute Resolution procedure established by the German Federal Ministry of Justice (Schlichtungsstelle Luftverkehr, Adenauerallee 99-103, Bonn, 53113, Deutschland, (<https://www.bundesjustizamt.de/Luftverkehr>)).

### **Article 17 - Other provisions**

None of our authorised representatives, agents or employees is authorised to amend these General Conditions of Carriage without our express written approval.

Additional terms and conditions are applicable- especially concerning the carriage of pregnant women, unaccompanied minors, the sick, electronic devices, or alcohol on board. All terms and conditions can be found on our website.

Where flights are operated by one of our codeshare partners, please refer to Article 2.3 and bear in mind that the conditions of carriage issued by other airlines may differ from these General Conditions of Carriage.

The article headings in these Conditions of Carriage are provided for convenience only and shall not be used to interpret the text.

Due to the limitations of our aircraft, we cannot unfortunately carry Passengers who are not able to climb stairs to embark and disembark the aircraft without assistance. Walking aids and wheelchairs up to a size of 75 cm x 50 cm x 27 cm are carried free of charge. We regret that we cannot carry electric wheelchairs.