

# Terms And Conditions

## DAALLO AIRLINES GENERAL CONDITIONS OF CARRIAGE

### (PASSENGER AND BAGGAGE)

#### ARTICLE 1: WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these conditions, please note that:

"WE", "OUR" "OURSELVES" and "US" means DAALLO Airlines.

"YOU", "YOUR" and "YOURSELF" means any person (whether adult, child or infant), except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of "Passenger").

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

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

"AUTHORISED AGENT" means a passenger sales agent (which can include another carrier) who has been validly appointed by us to represent us in the sale of carriage by air on our services.

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

"BAGGAGE CHECK" means those portions of the Ticket which relate to the carriage of your Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued to you solely for identification of your Checked Baggage.

"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 for carriage in the aircraft hold, and for which we have issued a Baggage Check or Baggage Identification Tag.

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

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or e-Ticket Receipt/Itinerary, identified as such and which incorporate, by reference, these Conditions of Carriage.

"CONJUNCTION TICKET" means a Ticket issued to you by us or our Authorized Agent in conjunction with another Ticket which together constitute a single contract of carriage.

"CONVENTION" means whichever of the following instruments is or are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter 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 as the Montreal Convention)

"DAMAGE" means death or bodily injury to a Passenger, caused by an accident on board an aircraft or in the course of any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air or during any period within which the baggage is the charge of the carrier. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

"DAYS" mean calendar days, including all seven days of the week; provided that, for the purpose of notification, 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 Ticket is issued, or the first flight commenced shall not be counted.

"ELECTRONIC TICKET" means the electronic entries within our reservations database recording the carriage you have booked for which we or our Authorized Agent have issued an e-Ticket Receipt/Itinerary.

"E-TICKET RECEIPT/ITINERARY" means a receipt marked as such or marked "Passenger Receipt/Itinerary" or "Itinerary/Receipt" validly issued by us or our Authorized Agent and delivered to you by email, by fax, by hand, by mail, or by courier.

"FLIGHT COUPON" means a paper document, marked as such, validly issued by our Authorized Agent as part of your Ticket showing the places of departure and destination between which you are entitled to be carried or, alternatively, an electronic entry within our reservations database recording your booking for carriage on a particular flight. Which is also known as an E-ticket.

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

"PASSENGER" means any person (whether adult, child or infant), except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of "you", "your" and "yourself").

"PASSENGER COUPON" or "PASSENGER RECEIPT" means a document marked as such issued by us or our Authorized Agent as part of your Ticket.

"SPECIAL DRAWING RIGHTS" (SDRs) means the international unit of account, defined by the International Monetary Fund, based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day. These values are known to most commercial bankers and are reported regularly in leading financial journals.

"STOPOVER" means a scheduled stop on your journey for 24 hours or more at a point between the first place of departure and the last place of destination.

"TARIFFS" means our published fares, charges and/or related conditions of carriage filed, where required, with the appropriate authorities.

"TICKET" means either a paper document marked "Passenger Ticket and Baggage Check" issued by us or our Authorized Agent with all accompanying Coupons or, alternatively, an Electronic Ticket.

"UNCHECKED BAGGAGE" means your Baggage other than Checked Baggage carried by you onboard the aircraft.

## ARTICLE 2: APPLICABILITY

### 2.1 GENERAL

Except as otherwise provided in Articles 2.2 and 2.4, our Conditions of Carriage apply to all flights or flight segments operated by us where our Airline Designator Code appears in the "Carrier" box of your Ticket or in respect of which we have a legal liability to you.

### 2.2 CHARTER OPERATIONS

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 SHARES

On some services we may have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If

such arrangements exist, these Conditions of Contract will apply and we will advise you of the name of the carrier operating the aircraft at the time you make a reservation (or if you make your reservation with our Authorized Agent, we will endeavor to ensure that the Authorized Agent gives you that information).

## 2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law or where our Tariffs prevail, the other provisions shall nevertheless remain valid.

## 2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail. If part of one of our regulations becomes invalid in this way, the other parts of our regulations will still apply.

## ARTICLE 3: TICKETS

### 3.1 GENERAL PROVISIONS

3.1.1 We will provide carriage only to persons who possess, and are named in a valid Ticket (which includes the Flight Coupon for that flight, unused Flight Coupons for subsequent flights recorded in the Ticket, and the Passenger Coupon), provided that you produce appropriate identification, where required by us or our Authorized Agents or agents. We reserve the right to refuse carriage to, and to retain the ticket of any person who has acquired a ticket in violation of applicable law or our tariffs, conditions, rules or regulations, or to any person presenting a ticket without being able to prove that he or she is the person named as passenger in the ticket.

3.1.2 All Ticket issued for DAALLO Airlines is not transferable and shall be subject to applicable laws.,

3.1.3 All DAALLO AIRLINES tickets are completely non-refundable. In the event that you decide to cancel your journey, the total amount minus the appropriate cancellation and administrative fees will be kept as a credit. The credited amount will be valid for your use for the purchase of further passenger transportation on DAALLO AIRLINES for yourself within 12 months from date of first ticket issuance. . 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 Ticket

3.1.4 If you have a Ticket which is completely unused, and you are prevented from traveling due to Force Majeure, provided that you promptly advise us and furnish evidence such Force Majeure, we will provide you with the total amount minus the appropriate cancellation and administrative fees as a credit. The credited amount will be valid for your use for the purchase of further passenger transportation on DAALLO AIRLINES for yourself within 12 months from date of first ticket issuance.

3.1.5 The Ticket is and remains at all times our property.

3.1.6 You shall not be entitled to be carried if the paper Ticket or part of it presented is mutilated, damaged, and defaced or if it has been altered otherwise than by us or an Authorized Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification (for example your valid passport, which must bear the serial number or name that matches the number or name specified in the e-Ticket Receipt/Itinerary).

3.1.7 Where you have an Electronic Ticket, it is advisable that you bring the e-Ticket Receipt/Itinerary with you to the airport as you may be asked to present this to us and/or to airport immigration and security personnel or other relevant authorities.

3.1.8 For the purposes of the Convention, an e-Ticket Receipt/Itinerary is deemed to serve as a passenger ticket and baggage check/document of carriage.

3.1.9 A ticket is valuable so you should take appropriate measure to safeguard it and ensure that it is not lost, stolen, damaged or defaced. Similarly, e-ticket Receipt/Itinerary should be kept safely so that it is not lost, stolen, damaged or defaced.

### 3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Ticket, in these Conditions, or in applicable Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:

3.2.1.1 One year from the date of issue, if completely unused; or

3.2.1.2 Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket

3.2.2 If after having commenced your carriage, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when (in our reasonable opinion) 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 certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you on the carriage you were prevented from completing.

3.2.3 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by us either by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced carriage, the validity of that Passenger's Ticket 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 or other evidence satisfactory to us and any

such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

### 3.3 FLIGHT COUPON SEQUENCE AND USE

3.3.1 Your Ticket is valid only for the carriage shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final place of destination. The fare you have paid is based upon our Tariffs and is for the carriage shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Flight Coupons are not used in the sequence provided in the Ticket.

3.3.2 Should you change your carriage without our agreement, we will assess the correct price for your actual travel including the appropriate modification and administration fee. Should the new price exceed the paid amount, you will have to pay the difference. We will refund you the difference if any in the form of credit if the new price is lower (subject to deduction of the appropriate modification and administration fees ), but otherwise your unused Flight Coupons have no value.

3.3.3 Each Flight Coupon contained in your Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

3.3.4 If you do not show up for any flight prior to the Check-In -Deadline or you change any part of your carriage without advising us at least 24 hours prior to the departure of that flight , You will lose the value of that segment and in addition we may cancel your return or onward reservations and charge reasonable administrative fee without any refund. However, if you do advise us at least 24 hours in advance, we will not cancel your subsequent flight reservations.

### 3.4 OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code (which is D3), or otherwise, in the Ticket. Our address is DAALLO Airlines P.O. Box 293515, Dubai, United Arab Emirates. Tel: +971-4-2994485 or [info@daallo.com](mailto:info@daallo.com)

## ARTICLE 4: FARES, TAXES, FEES, CHARGES, SURCHARGES AND ONLINE PURCHASE OF TICKETS

### 4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the last point of destination via any agreed Stopovers at the times and on the dates specified in your Ticket, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals or any other transport or services. Your fare will be calculated in accordance with our Tariffs in effect on the date of payment of your Ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may change the fare to be paid. We reserve the right to refuse transportation if the applicable fare has not been paid.

## 4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you in full before carriage. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are outside our control and are constantly changing and can be imposed or increased after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it before carriage. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it before carriage.

If you were not told of the applicable taxes, fees and charges when you purchased or got your Ticket by us or our Authorized Agent or you were told differently, this does not affect your responsibility to pay those amounts at the airport prior to your carriage.

If you do not use your Ticket or use only a portion thereof, you may claim a refund of any taxes, fees or charges you have paid as appropriate but we will deduct any applicable administration fees where your Ticket is subject to restrictions and note all such refund shall be credited as stated under sub clause 3.1.3. Note: We reserve the right to refuse transportation if the applicable taxes, fees and charges are not paid.

## 4.3 SURCHARGES IN EXCEPTIONAL CIRCUMSTANCES

4.3.1 In exceptional circumstances, charges may be imposed on us by third parties which are of a type or amount not normally applicable to our operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation).

4.3.2 In addition, we may be subjected to significant increases in operational costs (for example, fuel charges) caused by exceptional circumstances beyond our control.

4.3.3 In such cases, you will be required to pay to us, as fare surcharges, all such charges attributed by us to your carriage (even if imposed after the date of issue of your Ticket). We will contact you with details of any applicable fare surcharges at a reasonable time frame upon our knowledge. If we are unable to establish contact using your contact details, we will advise you of any applicable fare surcharge at check-in. You are free to choose not to pay a fare surcharge and receive an involuntary refund of your Ticket in accordance with the provisions of Article 10.2, in which case we will have no other liability to you.

4.3.4 If any exceptional circumstances surcharge ceases to apply to all or part of your carriage, or a lesser amount is due, a refund can be claimed in respect of any such surcharge which has been paid. Please ask us or our Authorized Agent for details of how to claim such refund.

4.3.5 We reserve the right to refuse transportation if the applicable surcharges have not been paid.

#### 4.4 CURRENCY

Fares, taxes, fees, charges and exceptional circumstances surcharges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorized Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.

#### 4.5 ONLINE PURCHASE OF TICKETS

We accept payments online using Visa and MasterCard credit/debit cards in USD.

Passengers traveling to any destinations should hold the Credit Card for security issues and verification. If the passenger is not the credit card holder then the following will be required:

1. The card holder must visit any DAALLO AIRLINES offices along with the original Credit Card and valid PHOTO Identity card to verify the payment.

Alternatively

2. A copy of the credit card (both front and back), self-attested by the credit card holder should be produced at the time of Check In. In addition to this, it is also required to produce a letter,

Signed by the credit card holder, authorizing the use of the credit card for the purchase of the ticket. The letter should mention the name(s) of the passenger, date and

Destination. The original letter, along with the self-attested copy of the credit card and passport copy will have to be submitted at Check In counters.

DAALLO Airlines reserves the right to cancel your booking and deny you the rights to board the flight if you do not comply with the verification process

DAALLO Airlines reserves the right to cancel your booking and deny you the rights to board the flight if you do not comply with the above credit card verification process.

#### ARTICLE 5: RESERVATIONS

##### 5.1 RESERVATION REQUIREMENTS

5.1.1 We or our Authorized Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

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

5.1.3 If you have a medical condition or other condition for which you may require medical assistance or special assistance during embarkation, disembarkation or assistance during the flight (for example, in the circumstances set out at Articles 7.2 and 7.3), you must advise us



at the time you make your booking. You will be given a provisional booking until such time as we are satisfied that you have received medical clearance required by Article 7.3 and satisfied all conditions attached to such clearance. If you are flying to or from certain countries, local laws may mean that you do not need to comply with the requirements set out in this Article 5.1.3 and you should ask us how the requirements differ.

## 5.2 TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorized Agent, we may cancel your reservation.

## 5.3 PERSONAL DATA

5.3.1 You recognize that personal data has been given to us for the purposes of: making a reservation; purchasing, recording and issuing a Ticket and all ancillary documents associated with your carriage; providing you with your carriage and all ancillary services to your carriage; responding to your queries and requests; administration of accounting, billing and auditing procedures and other administrative purposes; obtaining ancillary services; developing and providing services; facilitating immigration and entry procedures; facilitating security checks, procedures and requirements; prevention and detection of crime and making available such data to government agencies, in connection with your travel; customer relations issues; assisting us in future transactions with you; and marketing. For these purposes, you authorize us to retain and use such data and to transmit it and/or share it with: our own offices, our Authorized Agents, our other companies and/or brands, anyone to whom we transfer our rights and duties, third party companies offering related services, governments and government agencies, credit card and other payment card companies, other airlines and other Carriers or the providers of the above-mentioned services.

5.3.2 We may also retain your personal data for direct marketing.

5.3.3 Sensitive personal data, for example data relating to your health or disabilities, religion, criminal record or otherwise may be processed by us. In addition we may transfer your data to countries which may not afford the same level of data protection. You recognize that, by providing us with sensitive personal data you give your explicit consent for us to process it and disclose it to third parties for the purposes mentioned in this paragraph 5.3 and also that we may transfer your personal data to other countries whether or not they afford the same level of data protection. We undertake to collect, process, store, save and transfer your data in compliance with relevant data protection legislation in force from time to time.

5.3.4 We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.

5.3.5 We may require the name and contact details of a third party whom we may contact in an emergency. It is your responsibility to ensure that the third party consents to the disclosure of the information provided for that purpose.

5.3.6 If you would like to know what personal data we are holding about your and/or correct the personal data that we hold about you, please contact our local office.

5.3.7 You agree to hold us and our Authorized Agents harmless for transmitting or retaining inaccurate data provided by you.

#### 5.4 SEATING

We will endeavor to honor advance seating requests. However, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for legitimate reasons including but not limited to operational, safety or security reasons.

#### 5.5 GROUND TRANSPORTATION

5.5.1 We reserve the right to refuse any form of ground transportation at our discretion.

### ARTICLE 6: CHECK-IN AND BOARDING

6.1 Check-in Deadlines are different at every airport and you are required to inform yourself about these Check-in Deadlines and honor them. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorized Agents will advise you of the Check-in Deadline for your first flight with us shown on your Ticket. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines as we and our Authorized Agent may not do so. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorized Agents.

6.2 You must be present at the boarding gate not later than 20 minutes before the time of departure or the time specified at you check-in.

6.3 We may cancel the space reserved for you and offload your Checked Baggage if you fail to arrive at the boarding gate ten minutes before departure time.

6.4 We will not be liable to you for any loss or expense whatsoever incurred due to your failure to comply with the provisions of this Article.

### ARTICLE 7: REFUSAL AND LIMITATION OF CARRIAGE

#### 7.1 RIGHT TO REFUSE CARRIAGE

7.1.1 In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you or your Baggage on our flights. In this circumstance we have no liability except that you will be entitled to a refund.

7.1.2 We may also refuse to carry you or your Baggage (without any obligation to give you prior notice) on any flight (even if you hold a valid Ticket and have a boarding pass) if one or more of the following have occurred or we reasonably believe may occur:

7.1.2.1 Such action is necessary in order to comply with any applicable government laws, regulations, orders or policy;

7.1.2.2 The carriage of you and/or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew or disturb or appear to disturb the orderly conduct of air transport;

7.1.2.3 Your mental or physical state, including your impairment from alcohol or drugs, presents or appears to present a hazard or risk to yourself, to Passengers, to crew, or the aircraft, or to property;

7.1.2.4 We believe that your mental or physical state, including your impairment from alcohol or drugs, is likely to present a source of material annoyance or discomfort to other Passengers on board the aircraft if you were allowed to proceed to travel in the class in which you are booked or in which you have agreed to travel;

7.1.2.5 You have refused to submit to a security check of yourself or your Baggage or having submitted to such a check, you fail to provide satisfactory answers to security questions asked or you fail a security profiling assessment or analysis or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass;

7.1.2.6 You have not paid in full the applicable fare, taxes, fees, charges or surcharges.

7.1.2.7 You do not appear to have valid or lawfully acquired travel documents or you appear in our opinion not to meet requisite visa requirements, you seek to enter a country through which you may be in transit for which you do not have valid travel documents (or meet the visa requirements), you destroy your travel documents during flight or between check-in and boarding or refuse to surrender your travel documents to the flight crew, against receipt, or allow us to copy your travel documents when so requested;

7.1.2.8 You present a Ticket that has been or appears to have been acquired unlawfully, has been purchased from an entity other than us or our Authorized Agent, has been reported as being lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.2.9 You have failed to comply with the requirements set forth in Article 3.3 above concerning Flight Coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorized Agent, or the Ticket is mutilated, defaced or damaged;

7.1.2.10 You fail to observe, or obstruct or hinder, our instructions with respect to safety or security, whether prior to boarding or on board the aircraft or those of any ground staff or crew member in the performance of their duties or if you tamper or threaten to tamper with the aircraft, its equipment or any part thereof;

7.1.2.11 You have previously committed one of the acts or omissions referred to above either with us or another Carrier, and we have reason to believe that you may do so again;

7.1.2.12 You commit a criminal offence during check-in or any of the other operations of embarkation on, or disembarkation from, your flight or disembarkation from a connecting flight or on board the aircraft before take-off or on board the aircraft on any connecting flight or while you are taking any service from us;

7.1.2.13 You use threatening, abusive, insulting, harassing or indecent words or behave in a threatening, abusive or insulting manner to ground staff or members of the crew prior to or during boarding the aircraft or disembarkation from or on a connecting flight or on board the aircraft before take-off;

7.1.2.14 You fail to observe our instructions relating to safety or security and comfort of other Passengers (for example, amongst other things, on seating; storage of Unchecked Baggage; smoking; consumption of alcohol; use of drugs; use of electronic equipment, including mobile cellular phones, laptop computers, PDA's, portable recorders, portable radio, CD, DVD and MP3 players, electronic games or transmitting devices or cause chaos and disturbance on board the aircraft;

7.1.2.15 You have made, or attempted to make (or appear to have made), a bomb hoax, hijack threat or any other security threat;

7.1.2.16 We have been informed (orally or in writing) by immigration or other authorities of the country to which you are traveling to or through which you may intend to transit, or of a country in which you have a Stopover planned, that you will not be permitted entry to such country even if you have valid travel documents;

7.1.2.17 You fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information you have given is false or misleading;

7.1.2.18 if you are medically unfit to fly;

7.1.2.19 you are, or we reasonably suspect you are, in unlawful possession of drugs.

We have no duty to make any enquiries when determining whether we believe any event under Articles 7.1.2.1 to 7.1.2.19 might happen.

## 7.2 SPECIAL ASSISTANCE

It is recommended that unaccompanied children, or persons with reduced mobility, pregnant women, persons with illness or other people, which we consider may requiring special assistance (for example a wheelchair) must arrange with us at the time of ticketing any required special assistance and comply with our applicable procedures. If your special assistance requirements change adversely subsequent to you receiving our agreement to carry you, you must advise us immediately of your change in circumstances and seek our further acceptance for carriage. Passengers with reduced mobility who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. If you are flying to or from certain countries, local laws may stipulate that you do not need to comply with the requirements set out in this Article 7.2 and you should ask us how the requirements differ.

## 7.3 FITNESS TO FLY

7.3.1 You must be medically fit prior to boarding the aircraft for carriage. No medical examination is necessary unless you have any reason to suspect, or ought reasonably to know, that you have a condition which might be exacerbated by the normal operation of an aircraft or could cause you difficulty if you are unable to gain access before the end of your flight to professional medical assistance. Where that is the case, you are obliged to seek professional medical advice before flying with us and produce to us, no later than 48 hours before the flight, a medical report from an appropriately qualified doctor which confirms your fitness to travel on all flights on which you are booked. If you are flying to or from certain countries, local laws may stipulate that you do not need to comply with the requirements set out in this Article 7.3 and you should ask us how the requirements differ.

7.3.2 If you are taken ill during the flight for any reason (except due to reasons attributable to us or our Authorized Agent, or due to your pregnancy, you will reimburse to us any expenses incurred as a result of treatment on board the aircraft, transporting you on the ground, or treatment provided by third parties.

## ARTICLE 8: BAGGAGE

### 8.1 BAGGAGE ALLOWANCE

You may carry Baggage, subject to our conditions and limitations, which are available upon request from us or our Authorized Agents.

### 8.2 EXCESS BAGGAGE

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

### 3 ITEMS UNACCEPTABLE AS BAGGAGE AND FRAGILE/PERISHABLE ITEMS

8.3.1 You must not include in your Baggage:

8.3.1.1 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 the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe, or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms (whether real, replica or toy), pellet guns, components of fire arms, and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted at our sole discretion as Checked Baggage. Firearms must be unloaded, with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.1.1.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our sole discretion, but will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, stored data, any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged, house or car keys, negotiable papers, securities or other valuable items or documents, business documents, passports and other identification documents or samples.

8.3.5 You must not include in Checked Baggage any liquid or liquids with a quantity in each container must not exceed 100ml. The containers must be packed in a transparent, re-sealable plastic bag, of one liter capacity. Each passenger may carry only one such transparent plastic bag. The bag must be presented separately at security screening point for x-ray.

8.3.6 You must not include in Unchecked Baggage real, replica or toy weapons (plastic or metal), or any object which looks like a weapon or could reasonably be mistaken for a weapon, tradesman's tools, ammunition, detonators, fuses, grenades, gas and gas containers such as butane, propane, acetylene, oxygen, explosives or anything which contains explosives, catapults, cross bows, harpoon and spear guns, stun or choking devices such as prods, ballistic conducted energy weapons, lighters shaped like fire arms, fire works, flares and other pyrotechnics (including party poppers, festive crackers and toy caps), non-safety matches, smoke generating canisters or cartridges, flammable liquid fuel such as petrol/gasoline, diesel, lighter fuel, alcohol, ethanol, aerosol spray paint, turpentine and paint thinner, alcoholic beverages exceeding 70 by volume, acids and alkalis such as wet batteries that may spill, corrosive or bleaching substances such as mercury, chlorine, disabling or incapacitating sprays such as mace, pepper, tear gas, radioactive material such as medicinal or commercial isotopes, poisons, infections or hazardous biological material such as infected blood, bacteria and viruses, material capable of spontaneous ignition or combustion, fire extinguishers, darts, household cutlery, scissors, corkscrews, nail files, knives with blades of any length, knitting needles, paper knives, sporting bats and clubs, razor blades (except safety razors and accompanying cartridges), billiard, snooker or pool cues, hypodermic needles (except those required for medical reasons and accompanied by a medical certificate confirming the medical condition), hard sporting balls or martial arts devices.

8.3.7 You must not include in your Checked and Unchecked Baggage any other item which we specify from time to time in our Conditions of Carriage of Passengers and Baggage, Conditions of Ticket, regulations or notices.

8.3.8 If, despite being prohibited, any items referred to in Articles 8.3.1, 8.3.2, 8.3.3, 8.3.4 and 8.3.5 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.3.9 It is recommended that fragile or perishables should not be included in your checked Baggage.

#### 8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to Articles 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in Article 8.3, and we may refuse further carriage of any such items upon discovery, regardless of whether and when we are told, or discover, the presence of such items.

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

8.4.3 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.

#### 8.5 RIGHT OF SEARCH

8.5.1 For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched, scanned or x-rayed in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Articles 8.3.1, 8.3.4 or 8.3.5 or any firearms, ammunition or weapons which have not been presented to us in accordance with Articles 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray search or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

8.5.2 You must allow security checks of your Baggage by government officials, airport officials, police or military officials and Carriers involved in your carriage.

8.5.3 It is your responsibility to make yourself aware of and comply with any requirement of security authorities in other countries that require Checked Baggage to be secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger.

#### 8.6 CHECKED BAGGAGE

8.6.1 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.

8.6.2 Checked Baggage should have your name or other personal identification (including a contact telephone number) affixed to it.

8.6.3 Checked Baggage will, 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 an alternative flight we will deliver it to you at the address you have provided to us, unless applicable law at the place of collection requires you to be present for customs clearance, or the reason for carriage of the Checked Baggage on an alternative aircraft related to the size, weight or character of the Checked Baggage or your failure to comply with these Conditions of Carriage.

8.6.4 Unless we decide that your Checked Baggage will not be carried on the same aircraft as you, we will not carry your Checked Baggage if you fail to board the aircraft on which it is loaded or, having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.

8.6.5 You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except for fair wear and tear).

## 8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions and/or weight for Unchecked Baggage which you carry on to the aircraft. In any case, Unchecked Baggage which 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, subject to Articles 8.2 and 8.3.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 8.7.1 above, will only be accepted for carriage in the cabin of the aircraft if you have given us notice sufficiently in advance of check-in and permission has been granted by us. You may be required to pay a separate charge for this service and we have no obligation to allow you to use this service.

## 8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it promptly upon its availability at your destination or Stopover, we may charge you a reasonable storage fee which shall be determined by us. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without notice or any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage. We accept no responsibility for checking the identity or authority of the bearer of the Baggage Check and Baggage Identification Tag or for checking that such person has any right to collection.

8.8.3 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.



## 8.9 ANIMALS

We reserve the right, at our absolute discretion, to refuse to carry any animals. If we agree to carry any animals they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats and falcons and other pets, are properly crated with necessary supplies of food and water (or carried in a container complying with any applicable legal requirements) and accompanied by valid health and vaccination certificates, entry permits, transit and exit permits and other documents required by countries of entry or transit, failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate prior to your animal being accepted for carriage.

8.9.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry.

8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result. You will be solely responsible for making the necessary arrangements for any animal you attempt to carry on the aircraft and to which carriage has been refused. Furthermore, we will have no liability to you if you are unable to travel as a result of the refusal of carriage to any animal you attempt you carry on the aircraft

## 8.10 ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL

We will not be responsible for, or have any liability in respect of, articles removed from your Baggage, and/or retained, by airport security personnel.

## ARTICLE 9: SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

### 9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication (or issue) and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we or our Authorized Agent will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your

Ticket. If you provide us with your contact information, we or our Authorized Agent will reasonably Endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

## 9.2 CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1 We will take all reasonable 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 without however accepting the obligation to make such arrangement.

9.2.2 If we cancel a flight due to be operated by us, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight operated by us on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1 carry you and your Baggage at the earliest opportunity on another of our scheduled services on which space is available in the class in which you were originally booked without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2 within a reasonable period of time re-route you and your Baggage to the destination shown on your Ticket by our own services, or by other mutually agreed means and class of transportation without additional charge. If the fare, charges and exceptional circumstances surcharges for the revised routing are lower than what you have paid, In our discretion we shall refund the difference; or

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

9.2.3 Upon the occurrence of any of the matters set out in Article 9.2.2, except as otherwise provided by the Convention or other applicable laws, rules or regulations, the options outlined in Article 9.2.2.1 to 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4 Where your flight is due to be operated by us from an airport within the EU and has been cancelled or delayed for at least four (4) hours or you have been downgraded on an involuntary basis you may be entitled to certain rights and we will inform you about those rights when they arise.

## 9.3 DENIED BOARDING COMPENSATION

9.3.1 If we are unable to provide previously confirmed space on a flight operated by us in the class in which you are booked and for which you have met all applicable Check-in Deadlines and boarding deadlines, we shall provide compensation to those Passengers denied boarding such as complimentary transportation back to their starting point.

Other options may include a complimentary hotel stay or AED200 as compensation.

9.3.2 Where you are denied boarding from a flight operated by us from an airport within the EU, in circumstances where you hold a Confirmed Reservation, have met the applicable Check-in Deadline and are not precluded from boarding by reason of application of these Conditions of Carriage or for other reasonable grounds, and are not traveling free of charge or on a reduced fare not generally available to the public, you may be entitled to benefits and we will inform you about those rights when they arise.

## ARTICLE 10: REFUNDS

### 10.1 GENERAL

We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariffs, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons. This requirement will not apply where your Ticket is an Electronic Ticket.

10.1.4 Refunds will be done only through the Original Mode of Payment.

### 10.2 INVOLUNTARY REFUNDS

10.2.1 If we: (i) cancel a flight; (ii) fail to operate a flight reasonably according to schedule; (iii) fail to carry you on a flight for which you have a confirmed reservation and have met the Check-in Deadline and applicable boarding deadline and you have not been refused carriage for reasons permitted by these Conditions of Carriage; (iv) fail to stop at your destination or Stopover; or (v) cause you to miss a connecting flight operated by DAALLO Airlines on which you hold a confirmed reservation and adequate time existed to make the connection between the original scheduled time of arrival of your flight and the departure time of the connecting flight, the amount of the refund shall be, unless otherwise specified by appropriate law:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid);

10.2.1.2 if a portion of the Ticket has been used, not less than the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the applicable fare calculated by us (including taxes, fees, charges and exceptional circumstances surcharges paid) for travel between the points for which the Ticket has been used.

### 10.3 VOLUNTARY REFUNDS

10.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in Article 10.2, the amount of the refund in form of credit shall be:

10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid), less any appropriate service charges and/or cancellation fees;

10.3.1.2 if a portion of the Ticket has been used, an amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the applicable fare calculated by us (including taxes, fees, charges and exceptional circumstances surcharges paid) for travel between the points for which the Ticket has been used, less any appropriate service charges and/or cancellation fees.

### 10.4 RIGHT TO REFUSE REFUND

10.4.1 We reserve the right to refuse any refund where application is made after the expiry of the validity of the Ticket.

10.4.2 We reserve the right to refuse any refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.4.3 We will not give a refund on a Ticket for any flight on which you have been refused carriage or from which you have been disembarked due to your conduct on board the aircraft. In addition any clauses as per article 11 specified here with may be applicable.

### 10.5 CURRENCY

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

### 10.6 NO OTHER RIGHTS

Unless we expressly state otherwise in these Conditions of Carriage, the rights to a refund set out in this Article 10 represent your only rights against us if your carriage does not take place for any reason whatsoever and we will have no other liability to you for any loss or expense whatsoever.

## ARTICLE 11: CONDUCT ABOARD AIRCRAFT

### 11.1 GENERAL

You will not at any time, conduct yourself aboard the aircraft in any manner likely to endanger or threaten (whether by hoax threats or otherwise) the aircraft or any person or property on board; obstruct, hinder or interfere with the crew in the performance of their duties; fail to comply with or contravene any instructions or direction of the crew, whether

oral or by notice, including but not limited to those with respect to smoking, alcohol or drug consumption, security and safety or use of electronic equipment; or behave in a manner which causes or is likely to cause discomfort, distress, inconvenience, damage or injury to other passengers, the crew or property. If, in our reasonable opinion, you conduct yourself on board the aircraft in any of these ways, 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 with no liability to us, and may be prosecuted for offences committed on board the aircraft.

## 11.2 PAYMENT OF DIVERSION & OTHER COSTS

If, as a result of conduct by you of the sort mentioned in Article 11.1 we decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you and/or your Baggage, you must pay all costs resulting from that diversion and, in addition, you must reimburse us for any costs we incur as a result of delaying the aircraft for the purpose of removing you and/or your Baggage. You must also reimburse to us any costs we incur in order to: (i) repair or replace any property lost, damaged or destroyed by you; and (ii) compensate any passenger or crew member affected by your actions.

## 11.3 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, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## ARTICLE 12: ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transport or services (other than carriage by air) provided by a third party such as surface transportation, hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

12.2 If we are also providing surface transport to you, other conditions may apply to such surface transport. Such conditions are available from us upon request. We will have no liability to you for any surface transportation or other services we arrange for you under Article 12.1, unless caused solely by our negligence.

## ARTICLE 13: ADMINISTRATIVE FORMALITIES

### 13.1 GENERAL

13.1.1 You are responsible for obtaining and holding all required travel documents and visas and for complying with all applicable laws, regulations, orders, demands and travel requirements of all countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 13.2 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 require you to present to us any of these documents at any time during your carriage and to refuse carriage of you and your Baggage if you do not comply with these requirements, or your travel documents do not appear to be in order, even if you have started or completed part of your carriage before it becomes clear to us that you have not complied with this Article 13.2.

### 13.3 REFUSAL OF ENTRY

If you are denied entry into any country (including a country through which you are transiting en route to your final destination), you will be responsible to pay any fine or charge, and to reimburse any fine or charge assessed against us by the Government concerned, and for reimbursing us for the cost of transporting you (and an escort, if required) from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### 13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine, penalty detention costs, removal expenses, escorting charges, costs of tickets issued for you or to incur any other expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries you have traveled to or because you have failed or to produce the required documents on seeking entry to a country, you shall reimburse us in full on demand any amount so paid or expenditure so incurred. 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

### 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.

### 13.6 SECURITY INSPECTION

You shall submit to any security checks, searches and scans by Governments, airport officials, Carriers handling agents, police or military officials or by us.

### 13.7 CONFISCATED TRAVEL DOCUMENTS

We will not be liable to you for the return of any of your travel documents, identification documents or Tickets confiscated by any other Carrier or any governmental or other authority

## ARTICLE 14: SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.5.1.

## ARTICLE 15: LIABILITY FOR DAMAGE

### 15.1 DEATH OF OR INJURY TO PASSENGERS

15.1.1 Subject as provided in Articles 15.1.2, 15.1.3, 15.1.5, 15.1.6 and 15.5, our liability for proven damages sustained in the event of death, or any other bodily injury suffered by a Passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, the Convention, other convention or contract.

15.1.2 For any damages up to 100,000 Special Drawing Rights (SDRs) (or the equivalent in local currency), we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures. Where the Montreal Convention applies, we shall not be liable for damages to the extent they exceed 100,000 Special Drawing Rights (or the equivalent in local currency) if we prove that such damage was not due to negligence or other wrongful act or omission by us or our servants or agents, or was solely due to the negligence or other wrongful act or omission of a third party.

15.1.3 Notwithstanding the provisions of Article 15.1.1 and 15.1.2, if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger (or the person claiming compensation), we may be exonerated wholly or partly from our liability in accordance with applicable law.

15.1.4 Where required by law, we agree to make advance payments to you or your heirs subject to the following terms and conditions:

15.1.4.1 the person receiving payment is a natural person (that is to say physical person in the ordinary sense of the word as opposed to legal persons such as corporations);

15.1.4.2 you are, or the person receiving payment is, entitled to compensation under applicable laws;

15.1.4.3 payments will be made only in respect of immediate economic needs;

15.1.4.4 the amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, save that, in the case of death, it will not be less than 15,000 SDRs or equivalent in local currency per Passenger;

15.1.4.5 payment will not be made later than fifteen (15) Days after the identity of the person entitled to compensation has been confirmed under applicable laws provided satisfactory proof of such confirmation has been presented to us.

15.1.4.6 no person will be entitled to receive a payment if he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates by his or her negligence;

15.1.4.7 the recipient of any payment will be obliged to return all payments received if proof is produced that the recipient has ceased to be able to comply at all times with Article 15.1.4.2 or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;

15.1.4.8 payments will be off-set against any subsequent sums payable in respect of our liability under applicable laws;

15.1.4.9 except for payment of the minimum sum specified in Article 15.1.4.4 in respect of death, a payment made under this Paragraph 15.1.4 will not exceed the maximum damages for which we may be liable to pay the recipient;

15.1.4.10 the making of a payment will not constitute recognition or admission of liability by us;

15.1.4.11 no payment will be made unless the person receiving payment gives us a signed receipt which also acknowledges the applicability of Articles 15.1.4.7, 15.1.4.8, 15.1.4.9 and 15.1.4.10 and signs appropriate release and indemnity documents prescribed by us; and

15.1.4.12 unless in conflict with any applicable law, and subject to payment of the minimum sum specified in Article 15.1.4.4 in the case of death, our decision in relation to the payment amount will be final and binding.

15.1.5 We are not responsible for any illness, injury or disability, including death, attributable to your physical or general health condition or for the aggravation of such condition.

15.1.6 Please take notice that a number of medical studies indicate that there may be an association between prolonged immobility when traveling and the formation of blood clots in the legs (DVT). Although this is not a frequent occurrence, there are certain inherited and lifestyle factors which may increase the chance of this happening. If you have any concern about this issue you should consult your doctor before traveling.

## 15.2 BAGGAGE

15.2.1 We will not be liable for Damage to Unchecked Baggage unless we caused the Damage by our negligence and such negligence is proved by the Passenger or the person claiming compensation.

15.2.2 We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigors of transportation by air.

15.2.3 We are not liable for Damage to any item included in your Baggage which you are prohibited from including in your Baggage by Article 8.3. For Checked Baggage, those items include, for example, fragile or perishable items, valuable items (for example, money,



jewelry, precious metals), computers, personal electronic devices, stored data, any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged, house or car keys, valuable documents (for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples.

15.2.4 Our liability for Damage to Baggage is limited to the maximum amounts stated in Articles 15.2.4.1 to 15.2.4.4 unless you prove that the Damage resulted from our act or omission either done with the intention of causing Damage or recklessly and with knowledge that Damage would probably result. You may wish to buy yourself insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our liability.

15.2.4.1 The maximum amount of 332 Special Drawing Rights (approximately US\$400 or equivalent in local currency) per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to your carriage;

15.2.4.2 The maximum amount of 17 Special Drawing Rights (approximately US\$20 or equivalent in local currency) per kilogram, applies to Damage to Checked Baggage where the Warsaw Convention applies to your carriage;

15.2.4.3 The maximum amount of 1000 Special Drawing Rights (approximately US\$ 1375 or equivalent in local currency) per Passenger, applies to Damage to both Unchecked and Checked Baggage where the Montreal Convention applies to your carriage;

15.2.4.4 The maximum limit of liability for Damage to both Unchecked and Checked Baggage laid down by local law applies to your Baggage where local law applies to your carriage instead of the Warsaw Convention or the Montreal Convention.

15.2.4.5 The maximum limit of liability for Damage to both Unchecked and Checked Baggage specified in Articles 15.2.4.1 and 15.2.4.2 apply to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to your carriage and no limit of our liability is laid down by applicable local law.

15.2.4.6 We will increase our liability to you for Damage to Checked Baggage to an amount specified by you and agreed by us at the time you hand your Checked Baggage to us at check-in, but only if you pay to us an additional charge calculated in accordance with our regulations. This is known as a "special declaration of value". Please ask us for details of the applicable charges if you want to use this option.

15.2.4.7 If the weight of your Checked Baggage is not recorded on the Baggage Check, we will presume that it is not more than 20 kilograms. 15.2.4.8 Where carriage of your Baggage is performed by successive airlines and either the Warsaw Convention or the Montreal Convention applies to that carriage, you are entitled to make a claim against us only if (a) you are the passenger and we are the first carrier or (b) you are the passenger and we are the last carrier or (c) the Damage occurred during the carriage of Baggage by us.

### 15.3 DELAY IN THE CARRIAGE OF PASSENGERS

Our liability for Damage caused by delay in your carriage by air is limited by the Warsaw Convention and the Montreal Convention. Where neither of those Conventions applies, we will have no liability to you for delay, except as provided in these Conditions of Carriage.

### 15.4 PROCESSING OF BAGGAGE CLAIMS

15.4.2 In the case of a compensation claim concerning physical damage to Baggage, you must retain and, allows us examine the affected Baggage so that we may assess the nature, extent and reparability of that damage.

15.4.3 For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation.

15.4.5 You must sign a statement of truth regarding the facts of your claim for Damage to Baggage and an appropriate release and indemnity document before we pay any compensation to you.

15.4.4 Failure by you to fully comply with the relevant requirements of Article 15.4 may adversely affect the availability and the amount of any compensation to which you may be entitled.

### 15.5 GENERAL

15.5.1 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.

15.5.2 We are not liable for any damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.

15.5.3 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable law, we shall be liable to you only for recoverable compensatory damages for proven losses.

15.5.4 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorized agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such authorized agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.5.5 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws unless otherwise expressly stated.

15.5.6 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

15.5.7 We reserve the right to amend these Conditions of Carriage from time to time and such amended Conditions of Carriage shall be effective and valid from the date of amendment.

#### 15.6 ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Where your journey involves an ultimate destination or stop in a country other than the country of origin, you are advised that the Warsaw Convention or the Montreal Convention may be applicable to your entire journey, including any section entirely within the country of origin or destination.

Where the Montreal Convention is applicable, the airline is liable for proven damages for death or personal injury, and certain defences to liability specified by that Convention will be inapplicable for damages not exceeding 100,000 SDRs or equivalent in local currency.

Where the Montreal Convention is not applicable, the conditions of carriage of many airlines (including DAALLO Airlines, as specified in Article 15.1.1) provide that the liability for death or bodily injury will not be subject to any financial limit defined by the Warsaw Convention and that, in respect of such damage up to a maximum of 100,000 SDRs or equivalent in local currency, any defence to liability based on proof that they have taken all necessary measures will not apply. Where no such provisions are included in the airline's conditions of carriage, please note that; (i) for such Passengers on a journey to, from or with an agreed stopping place in the USA, the Warsaw Convention and special contracts of carriage embodied in applicable Tariffs provide that the liability of certain airlines, parties to such special contracts, for death of or personal injury to Passengers is limited in most cases to proven damages not to exceed US\$75,000 per Passenger, and that this liability up to such limit will not depend on negligence on the part of the airline; and (ii) for such Passengers traveling by an airline not a party to such special contracts or on a journey to which the Warsaw Convention applies which is not to, from or having an agreed stopping place in the USA, the liability of the airline for death or personal injury to Passengers is limited in most cases to US\$10,000 or US\$20,000; and (iii) some countries impose higher limits than those stated in (i) and (ii).

The names of airlines or parties to such special contracts of the type mentioned in (i) above, are available at all ticket offices of such airlines and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the airline's liability under the Warsaw Convention or the Montreal Convention or such special contracts of carriage of the type mentioned in (i) above. For further information, please consult your airline or insurance company representatives.

Note: The limit of liability of US\$75,000 specified in (i) above of this Article 15.6 is inclusive of legal fees and costs except that, in case of a claim brought in a state where a provision is made for separate award of legal fees and costs, the limit will be the sum of US\$58,000 exclusive of legal fees and costs.

## ARTICLE 16: TIME LIMITATION ON CLAIMS AND ACTIONS

### 16.1 NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us forthwith after you discover the Damage, and at the latest, within seven (7) Days of receipt of the Checked Baggage or in the case of lost baggage within seven (7) days of the date the Checked Baggage should have arrived. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Checked Baggage has been placed at your disposal. Every such notification must be made in writing.

### 16.2 LIMITATION OF ACTIONS

Any right to damages shall be extinguished if an action is not brought within one (1) years of the date of your arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

## ARTICLE 17: OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things:

- (i) the carriage of unaccompanied minors, pregnant women, and sick passengers,
- (ii) restrictions on use of electronic devices and items,
- (iii) the on board consumption of alcoholic beverages,

Regulations concerning these matters are available from us upon request.

## ARTICLE 18: INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

The authentic text of these Conditions of Carriage is the English language; translations into any other language or languages is provided only for convenience of reference.

## ARTICLE 19 : CHOICE of LAW & JURISDICTION

19.1 By buying the DAALLO Airlines ticket, the passenger agrees to all terms and conditions as issued and amended by DAALLO Airlines from time to time. In case of any dispute related to any/all of the services as provided by DAALLO Airlines, during the provision of the service, such dispute shall be exclusively and solely raised, filed, submitted, registered and presented in front of any of the legal courts operating at the place of domicile of DAALLO Airlines and where the base of our operation is licensed by the concerned Government authority/Department.

19.2 Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of UAE.

19.3 United Arab Emirates is our country of domicile.

19.4 (Website) will NOT deal or provide any services or products to any of OFAC sanctions countries in accordance with the laws of UAE.