

**GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL**

**GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS  
AND BAGGAGE  
operated by Bartolini Air Regional Sp. z o. o.**

# GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL

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# GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL

## I. DEFINITIONS

- **Air Carrier (Carrier)** - means the Carrier providing services of carriage of a Passenger and their Baggage by an aircraft, as defined by the applicable Convention.
- **Air Transport** - a form of travel in vehicles that can sustain flight, it concerns all actions after boarding till landing, according to article 17 of the Convention.
- **Aviation Law** - it shall be understood as the Act of July 3, 2002 - Aviation Law (consolidated text Journal of Laws 2022, item 1235, 1715, 1846, 2185, 2642, as amended/Ustawa z dnia 3 lipca 2002 r. - Prawo lotnicze (tekst jedn. Dz. U. 2022, poz. 1235, 1715, 1846, 2185, 2642 ze zm.)
- **Baggage transported in the Baggage Compartment** - means personal property of a passenger, which are necessary or appropriate for wear, use, comfort in connection with the journey. Further across this document mentioned as **Passenger Baggage**.
- **Charterer** - individuals or business entities, such as a travel agent, tour operator or other entrepreneurs, organizing touristic or occasional events using air transportation or institutions organizing events for their employees or invited guests.
- **Cabin Baggage** - means a baggage which remains under the care of the Passenger throughout the entire journey, including personal belongings taken by the Passenger on board, including clothing.
- **Convention** - means one of the following documents, having applications to the contract of carriage, depending on which of the following conventions will apply to the given carriage due to the route specified in the ticket or tickets issued:

**Warsaw Convention** – means: Convention for the unification of certain rules relating to international carriage by air, signed in Warsaw on 12 October, 1929

**The Hague Protocol** of 28 September, 1955 amending the Warsaw Convention

**Convention supporting the Guadalajara Convention** of 18 September, 1961

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**Protocols for amendments to the Warsaw Convention**, signed in Montreal No. 1, 2 and 4 (1975)

**The Montreal Convention** - means the Montreal Convention of 29 May 1999, from the moment it came into force.

- **Contract of Carriage** – agreement signed by the Charterer/Passenger and Bartolini Air Regional Sp. z o. o.
- **Commander** - shall be understood as a crew member of the aircraft designated by the Carrier to command an aircraft within the scope specified in the Aviation Law.
- **Damage** - includes death, personal injury, loss, partial loss, theft or other damage arising out of, or in connection with, air carriage.
- **Dangerous goods** - it means objects or substances constituting during transport by air, threat to safety, health, property or the environment, in accordance with international regulations referred to in Article 3 of the Aviation Law.
- **EASA** – European Aviation Safety Agency.
- **Flight Designator (Call sign)** - a two-sign combination of (a number and a letter) or three-letter combination that identifies the air Carrier.
- **IATA** - International Air Transport Association.
- **ICAO** - International Civil Aviation Organization.
- **Injury** - death, wounding or any other bodily injury or impairment of health resulting from an accident during the carriage by air of the Carrier, as well as the loss, destruction, theft or baggage delay occurring as a result of or in connection with the carriage carried out by the Carrier.
- **Passenger** - means any person, except members of the crew and representatives of aviation authorities in the performance of their duties, which with the consent of the Carrier is or is to be carried in an aircraft.

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- **Passenger Baggage** – see **Baggage transported in the Baggage Compartment**.
- **Passenger with reduced mobility (PRM) or a disabled person** - a passenger whose mobility when using transport is reduced due to any physical (sensory or locomotory, permanent or temporary) or intellectual impairment, age or any other cause, and whose situation needs special attention and the adaptation to his or her particular needs for the services made available to all passengers.
- **Stopover** - specifies stops, except destination and arrival points indicated in the Contract of Carriage as expected stops on travel itinerary.
- **SDR - Special Drawing Right** - the standard unit of currency is determined by the International Monetary Fund (IMF) and the update of the currency unit is available on the IMF website: [www.imf.org](http://www.imf.org)
- **Tariff** - the price of the transport of the passenger and baggage on a given route. Tariff is one of the elements coming together as the cost for the transport.

## II. USING THE GENERAL CONDITIONS OF CARRIAGE AND THEIR SCOPE OF OPERATIONS

1. “General Conditions of Carriage”, later called “Conditions of Carriage” are to be carried out in a matter not conflicting with the statements of Conventions or other law requirements that have underlying compliance powers. If according to this, some of the statements in the Conditions of Carriage could not be applied, other statements will stay under compliance.
2. “Conditions of Carriage” are applied to the carriages performed by the Carrier and their statements form a part of the contract binding the Carrier and the Charter Passenger, unless they were specifically omitted by the charter contract.
3. The Carrier is obliged to try his best in order to transport the passenger and the baggage on time and according to the schedule included in the Contract of Carriage.

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## III. RESERVATION AND CARRIAGE DOCUMENTS

1. The Reservation can be made using email, fax, or personally at the company's office.
2. The Reservation confirmation allows the Carriage Contract to be made between the Carrier and the Charterer/Passenger.
3. The Carriage Contract between the Carrier and the Charterer/Passenger is to be binding in the moment of Confirmation of the Reservation by the Carrier and the Carrier receiving a full payment from the Charterer/Passenger.
4. The Reservation contains a unique number identifying it in the Carrier's Reservation system.
5. The Reservation contains information pertaining to the route and additional services reserved by the Charterer/Passenger.
6. The list of passengers obtained by the Carrier from the Charterer/Passenger is a document of carriage.
7. The Reservation is personal and information included in it may be changed only with the agreement of the Carrier. The Carrier is obliged to transport only the Passenger included in the Reservation.
8. The passenger has the right to take advantage of the Charter only in a case, when he/she can prove their identity by the use of a government document with a picture, such as: a passport, driver's license, or country identification card.
9. The right for carriage may be transcribed for other people under the condition of earlier notification of the Carrier, but the number of Passengers and Baggage cannot be larger than the one agreed upon before.
10. As long as a change to the Reservation is possible, it must be made not less than two hours before the planned time of departure.

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11. In the case of the increase in taxes, and other fees until the day of the change of the Reservation, the Passenger is obliged to pay the difference in the amount. If the taxes, or other fees are lower than they were on the day of the payment, the Carrier is not obliged to return the difference in the costs.
12. In the case of change in the Reservation, failure to use or call off the before-reserved place, the Carrier may require a make of payment in accordance with the Contract of Carriage.
13. The Carrier may cancel the Reservation, if the Passenger did not pay the fee indicated in the Contract of Carriage or did not fulfil other credit requirements with the Carrier by the time specified in the Contract of Carriage.
14. If a Passenger due to a force majeure dispute could not use the purchased and paid Charter, and the change is not possible and the carrier has been informed of a higher power immediately after the occurrence, the passenger is entitled to carry out Charter in another available date or refund less the cost of claims associated with the preparation of the flight.
15. The term force majeure means an event that stands in the way of carrying out the obligations of the Parties of the Contract of Carriage, which occurred or became known to the Parties at the conclusion that no one could have foreseen at the time of the contract of carriage, they cannot be overcome, and that are external to the business of the Parties, in particular events such as:
  - i. general strike;
  - ii. blocked airports;
  - iii. epidemic, fire, flood, earthquake, volcanic eruption;
  - iv. other weather conditions that prevent the carriage.

### **IV. PRIVACY**

1. Passengers are obliged to provide the Carrier with their personal data, which are necessary to make a reservation, the Contract of Carriage, other benefits, and to meet immigration, security and other requirements related to cross the border. In the case where the person making the reservation provides the Carrier with inaccurate data or information, which will make the contact with the passenger impossible, in particular in the case of change of the flight schedule indicated in the Contract of Carriage, it releases the Carrier from liability for any damage caused by these changes.

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2. Passenger agrees to store and use their personal data and send them to public authorities and the authorities of other countries (including the USA and Canada) to the extent necessary to comply with immigration procedures, entry, safety procedures, in order to combat terrorism and other crime and to achieve the legitimate objectives pursued by the data and data recipients. The passenger also agrees to the transfer of personal data to third parties, such as agents, but only to the extent necessary to comply with the Contract of Carriage. Providing personal information is voluntary and also necessary for implementation of the Contract of Carriage provisions.
3. Passenger's personal information will not be used for marketing purposes, without the prior expressed written consent of the passenger.
4. If a passenger requires additional services provided by third parties (such as hotel reservations or car rental), the passenger authorizes the Carrier to provide the data necessary for the order of such services to the provider of the service.
5. The Carrier is not liable for damages resulting from the transfer of personal data by third parties.
6. The Carrier is not liable for damages resulting from the disclosure of false or incomplete information.
7. Bartolini Air Regional sp. z o. o. with headquarters in Łódź ("Personal Data Administrator"), Gen. S. Maczka 35 Street, 94-328 Łódź, collects and processes personal data of the Passengers ("Personal Data Subject") for the purpose of making a reservation, implementation of the Contract of Carriage provisions and other benefits for the Passenger and for completing the requirements related to crossing the border by the Passenger.
8. Personal Data Administrator declares that he has taken appropriate technical and organizational measures - in accordance with the Regulation of the European Parliament and the EU Council 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - protecting personal data against disclosure to unauthorized persons, processing in violation of the law, as well as damage, destruction or loss of data, as well as their unjustified modification.
9. Personal Data Subject shall have the following rights:
  - i. to access and receive copies of their data;
  - ii. to rectify (amend) their data;



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- iii. to delete data;
- iv. to demand limitation of data processing;
- v. to object to the processing;
- vi. to data transfer;
- vii. to lodge a complaint with the supervisory authority competent for the processing of personal data;
- viii. to withdraw consent to the processing of personal data, if the processing took place on the basis of consent

In order to access or correct your personal data, you must contact Personal Data Administrator in writing.

### **V. PASSENGER CHECK-IN**

1. Parents traveling with young children are asked to address their needs to the personnel of the airport, due to the extended special procedures and safety procedures.
2. Passengers who, for reasons beyond the control of the Carrier did not appear at the designated check-in time by the Carrier will not be accepted on board, and their reservation on the flight will be cancelled without the right to a refund.
3. Check-in starts, if the conditions of the contract does not provide otherwise, the 2 hours before departure time and ends on 20 minutes before departure time. In special cases, the start time and end clearance is subject to change, as Charterer / Passengers will be informed by the Carrier.
4. In case of a foreseen delay caused by any reason on the Charterer / Passenger side, the crew shall be informed as soon as possible, not later than at the scheduled time of departure. In case of a delay longer than 30 min, the Carrier has a sole discretion to perform the flight without the Passengers on board or to cancel the flight (no refund applies).
5. Passengers are required to show photo identification in accordance with point III.8 "Conditions of Carriage". A lack of such a document results in the denial of boarding, without the right to a refund.

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6. Passenger shall comply with the relevant provisions of the country and follow the instructions of public servants and / or the airport staff. Failure to follow these instructions may result in the denial of boarding without the right to a refund.
7. If a Passenger after check fails to go to the boarding gate, and therefore delayed departure discharge associated with baggage, the passenger is required to pay the associated costs.
8. Except as provided by law, the Carrier shall not be liable for any loss or expenses incurred by the Passenger, and the resulting refusal to accept a Passenger on board for reasons beyond the control of the Carrier or failure of the Passenger requirements of the "Conditions of Carriage" or the Contract of Carriage.

### **VI. REFUSAL TO TRANSPORT**

1. The Carrier reserves the right to refuse carriage or refuse to continue to carry a Passenger or their Baggage if according to his assessment concludes that:
  - i. justified on the grounds of safety;
  - ii. subject to the provisions of Article for passengers with special needs, psychological or physical, in the state caused by alcohol or taking drugs, or other intoxicants may endanger the life, health, well-being or property of a passenger or any other persons on board the aircraft;
  - iii. The passenger did not comply with the instructions of the Carrier's personnel, representatives of the competent authorities of the state and / or the airport staff, in particular concerning the safety and order on board;
  - iv. The carrier previously informed the Passenger in writing that at no time will carry any of its passenger flights;
  - v. Passenger behaved inappropriately during a previous trip, and the Carrier considers that such conduct may be repeated;
  - vi. The passenger refused to undergo a security check, baggage inspection and possible control;
  - vii. Passenger behaviour constitutes or may constitute a misdemeanour or a felony;
  - viii. The passenger did not comply with the ban on smoking on board the aircraft Carrier;
  - ix. Passenger or the person paying for transportation did not pay for the flight itself, tax or any other required fee or do not have completed credit between the Carrier and Charterer / Passenger;
  - x. The Passenger does not have the required Travel Documents or refuses to provide - at the request of the Carrier - relevant Travel Documents;

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- xi. The Passenger was refused entry to the Place of departure, destination or through whose territory the journey takes place;
- xii. The Passenger needs special help, the Carrier is not able to provide;
- xiii. The Carrier is not informed about Passenger's special needs or intention to carry special Baggage;
- xiv. If the Passenger's behaviour constitutes or may constitute a threat to flight safety.

If the Carrier due to one of the above reasons, refuses to carry the Passenger or removes the Passenger from aircraft after landing on the route of flight, the Carrier shall not be liable for any loss or damage suffered by reason of the refusal of carriage or removal of the passenger from the aircraft. In this case, the Passenger may be charged with any costs associated with such refusal.

### **VII. TRAVEL DOCUMENTS**

1. The Passenger is obliged to have all the required documents during the journey and meet all the requirements which entitle him to enter and exit the country, to the satisfaction of the initial state in the country, transfer, transit and country of destination.
2. Prior to travel, the Passenger is required to provide the necessary travel documents required by law and regulations of countries, to and through which they are transported and adhere to the rules and regulations of the countries through which they are transported. If the Passenger does not meet these requirements, the Carrier may refuse to transport.
3. If the Carrier is required to pay any fine or penalty, or if the Carrier incur any expenditure on account of non-compliance by the Passenger principles referred to in Section VII.1 of this paragraph, the passenger may be charged for the costs incurred by the Carrier.
4. The Carrier is not responsible for omissions or possible invalidity of travel documents held by the Passenger.
5. The Carrier is not liable for refusing to transport the Passenger, if reasonably believes that the Passenger's travel documents do not meet the requirements provided applicable law and regulations.
6. These rules apply also to the documents for animals traveling together with the Passenger.

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## **VIII. ADMINISTRATIVE FORMALITIES**

1. The Passenger will be solely responsible for complying with all rules, regulations, orders, demands and travel requirements associated with the regulations in the country of the flight, to which he/she flies or flies over the territory, as well as the Carrier's regulations and instructions.
2. The Carrier, its employees, agents and representatives are not required to provide passengers and third parties help or information in connection with obtaining necessary documents (including visas) or complying with applicable laws and are not responsible for the consequences to be taken by the Passenger as a result of false information or failure to obtain such documents (including visas), or failure to comply with applicable law.
3. The Passengers are required to pay the shipping costs and other fees associated with travel if the result is refusal of entry into the territory of the Place of Destination or a Stopover and the government authorities order the Carrier to take the Passenger to the home country, Place of Departure, or elsewhere. The fee charged by the Carrier's Tariff for carriage to the point where there was a refusal of entry or deportation will not be refunded by the Carrier.

## **IX. TARIFFS AND FEES**

1. For transport under these Conditions of Carriage, tariffs and rates established by the Carrier, as applicable on the date of signing of the Contract of Carriage.
2. Tariff includes a fee for carriage from the airport at the place of departure to the airport at the place of arrival, unless otherwise agreed.
3. Fares do not include costs of ground transportation between airports and between airports and town terminals.
4. Tariffs applicable in air transport tariffs are calculated in accordance with the provisions of the Carrier. Unless otherwise regulated by state and regulations of the Carrier, applied tariff is the tariff applicable at the date of signing the Contract of Carriage. Changing routes or dates may alter the pre-paid tariffs.

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5. When charged does not correspond to the schedule indicated in the Contract of Carriage, which should have been applied, the resulting difference shall be paid or reimbursed by the Carrier in accordance with its provisions.
6. The Carrier, its agents and representatives may refuse to make Reservation for Charterer / Passenger who is in arrears with payment for previously made Reservations until the settlement of arrears.
7. Tariff - unless otherwise specified in the Contract of Carriage - does not include:
  - i. the charges associated with the need to de-ice the aircraft;
  - ii. re-routing requested by the Charterer or the Passengers;
  - iii. re-routing due to force majeure or weather conditions as well as aviation authority regulations;
  - iv. Additional insurance premiums (e.g. cover extension for a country excluded from the insurance coverage).
8. The Tariff generally includes airport fees, taxes and other fees set by the state, local government or the airport manager or by the Carrier effective for periods of Passenger's flight and imposed by the state or other authorities or airport management, if known at the time of the reservation. The detailed list of taxes and fees included in the price is available from the Carrier upon request. The Carrier reserves the right to charge the Charterer any obligatory fees which have been implemented after the reservation and have not been included in the Tariff.
9. Tariffs and charges due to the Carrier shall be paid in cash or in the form of non-cash in any currency accepted by the Carrier subject to the conditions specified by the country's foreign exchange. When payment is made in a currency other than the currency in which the published tariff, the amount of payment is calculated using the exchange rate as determined in accordance with the principles established by the Carrier.
10. Tariffs - unless otherwise specified in the Contract of Carriage - don't include neither catering nor any handling / passenger care services other than standard general aviation handling provided at the airport of departure and arrival. In particular, Tariffs don't include the usage of VIP terminals and lounges. Any special services and catering can be provided on request of the Charterer / Passenger at additional cost.

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### **X. DUTIES OF THE PASSENGER DURING AIR TRANSPORT**

1. Prior to travel, the Passenger must inform the Charterer / Carrier of health problems that could hinder air transport or have a negative impact on the flight. Charterer is obliged to provide such information to the Carrier.
2. The Passenger is required to undergo a security check and allow control of their Baggage.
3. The Passenger is obliged to participate at the customs control of the Baggage. The Carrier shall not be liable to the passenger for any loss or damage suffered by him at such inspection or through non-compliance with this requirement.
4. In accordance with the international law, the Passenger cannot carry in his Baggage materials, objects and substances listed in Appendix 1 to these Conditions of Carriage and the relevant legislation of the country. While prohibited items are placed in the Baggage, the Passenger is required to pass them before the flight to the Carrier, without the right of return (subject to confiscation by the authorities entitled to).
5. The Passenger is obliged to exercise caution appropriate to the conditions of air and pay attention to the instructions issued by employees or representatives of the Carrier.
6. In addition, the Passenger is required to:
  - i. follow the instructions of the manual and instructions displayed on a light panel for fastening the seatbelts,
  - ii. on the Carrier's employee requests, change the designated place,
  - iii. maintain appropriate caution and refrain from actions that could pose a threat to the security and continuity of transport and do not disturb the other passengers or the crew in the performance of their duties, and not to destroy the property of the other Passengers and the Carrier,
  - iv. pay the Carrier all the fees for the costs associated with the loss or damage to the other
  - v. Passenger's property caused (or caused them to occur) by their behaviour (e.g., damage to the interior of the aircraft through the illegal transport of dangerous goods or animals, objects, etc.),
  - vi. refrain from any actions that pose a threat to good order and discipline on board the aircraft, especially the excessive consumption of alcoholic beverages,

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- vii. adhere to a total ban on the consumption of alcoholic beverages brought on board in the Cabin Baggage and purchased in duty free shops at the airport,
  - viii. do not smoke on board, especially in aircraft toilets,
  - ix. follow the instructions of the crew regulating the use of personal electronic devices and equipment, which could disturb the proper functioning of electrical appliances, electronic equipment and other aircraft equipment,
  - x. adhere to a total ban on the use on board of devices that emit electromagnetic waves (e.g. mobile phones) and other devices, which could disturb the proper functioning of electrical appliances, electronic equipment and other aircraft equipment,
  - xi. in the case of health problems during the flight give in to first aid immediately, give the crew the necessary personal data and on the state of health, and then undergo a medical examination,
  - xii. unconditionally follow the in-flight commands submitted by the aircraft commander,
  - xiii. follow the provisions provided security control exercised by the government or legitimized institutions.
7. For safety reasons the Carrier may prohibit or restrict the use of the on board equipment such as portable radios, computers / laptops, mobile phones, electronic games, devices, broadcasting, radio-controlled toys, and radio.
8. It is allowed to use hearing aids and heart pacemakers.
9. The Carrier shall, if necessary, comply with the requirements for passenger safety and order on board the aircraft and on the consequences of their violation.
10. If, in the evaluation of the Carrier, the Passenger's conduct endangers board the aircraft or any person or property on board, or obstructs the crew in their duties, does not apply to the instructions of the crew on the restrictions and bans on smoking, alcohol and drugs on board or retain in a manner causing reasonable objections of the other Passengers, the Carrier may take appropriate action as it deems necessary to prevent such behaviour, including the use of coercive measures, removing the Passenger from the aircraft after landing and refusing onward carriage and transportation in the future.

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11. In order to ensure flight safety, security and order on board, the aircraft commander is authorized in particular to issue instructions to all persons on board the aircraft and all persons on board are obliged to carry out the orders of the commander.
12. The Carrier reserves the right to pursue claims against the Passenger who caused damage to another Passenger and / or the Carrier, including the crew.
13. Violation of the provisions on the prohibition of smoking and consumption of alcohol contributed to his own on board and bought in duty free shops at the airport shall be subject to the sanctions provided in Article. 211 paragraph 1 point 7 in connection with Article 115 of the Aviation Law.
14. Notwithstanding point 13 above, in case of the violation of the provisions on the prohibition of smoking and consumption of alcohol contributed to his own on board and bought in duty free shops at the airport the operator reserves the right to charge the passenger with additional fee of up to € 10 000.

### **XI. RESPONSIBILITIES OF THE CARRIAGE BY AIR CARRIER**

1. The Carrier has a duty to ensure that Passengers are aware of the location and use of:
  - i. seat belts,
  - ii. emergency exits and equipment intended for common use,
  - iii. life vests and oxygen masks, if these rules are provided for passengers' use,
  - iv. other emergency equipment intended for individual use.
2. The Passenger must be informed by the Carrier of prohibitions in force on board. In some cases, breaking the smoking ban by a passenger on board the aircraft, and other restrictions may result in refusal to carry you without any consequences for the Carrier. At the same time the Carrier reserves the right to claim against the Passenger covering the costs arising from the refusal to carry Passengers.
3. If necessary, the Carrier is obliged to instruct Passengers on how to behave in given emergency situations.



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4. The Carrier must provide Passengers with the proper conditions to use the seat belts during take-off, landing, and turbulence and – on the call of the commander of an aircraft, in any other time of the flight.
5. The Carrier has a duty to instruct the Passenger on how to store Baggage and personal belongings on board of the aircraft.
6. The Carrier allows for serving the given flight with aircraft other than the type of aircraft listed in the schedule (indicated in the Contract of Carriage) or on the aircraft of another carrier.

### **XII. PASSENGERS WITH SPECIAL NEEDS**

1. At the time of booking the flight, Charterer / Passenger is obliged to inform the Carrier about the intention to carry on board Passengers with special needs (the sick, the disabled, children traveling unaccompanied by an adult, visibly pregnant women). Provisions for security checks of passengers shall apply accordingly.
2. The Carrier, if possible will provide Passengers with special needs help from the crew during the whole operation.
3. The Carrier is entitled to limit the number of people with disabilities and their chaperones carried on board of one aircraft.
4. Wheelchair owned by a disabled Passenger must be subjected to security checks, according to the same procedures, which shall be subject to Cabin Baggage.
5. The Passenger notified to be a Passenger in a wheelchair is provided by The Carrier with assistance in the form of special equipment, facilities and trained personnel. The Carrier provides such Passenger on a wheelchair belonging to a Passenger or a replacement wheelchair to the check-in and flight from the aircraft to the arrival hall. In the event that a Passenger will be able to use his/her own wheelchair, handling agents at the departure airport receives the Passenger's wheelchair at the steps of the plane and put it in the hold as Baggage, then at the port of arrival will unload the wheelchair in the first order and deliver it at the passenger's aircraft steps. Passengers who alone or with help of another person cannot use the stairs to enter the aircraft and / or descent of the aircraft, will be provided with appropriate assistance of the crew or handling agent.

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6. The Carrier shall not be liable for any injury, illness, or other personal injury, including death of a Passenger, as well as damage to Baggage which the Passenger has with him, arising from the carriage where the Passenger because of his physical condition, mental condition or age is threatened during a flight by danger of injury or other harm.
7. Pregnant women can travel on board of aircrafts up to the 26th week of pregnancy without a medical certificate for absence of contraindications to travel by air. The Carrier allows the transport of pregnant women between the 27th and 34th week of pregnancy once the traveling woman provides the Carrier with a medical certificate confirming the pregnancy advanced and there is no impediment to travel by plane.
8. Transportation of women over 34 weeks into pregnancy is at the own risk of the pregnant women, and the Carrier shall not be liable therefore any responsibility.

### **XIII. CARRIAGE OF INFANTS AND CHILDREN**

1. Children who on the day of departure are under the age of two are allowed to travel under the condition that they stay on an adult's lap, fasten with an extension of the adult's seat belt. An adult can travel with one baby only.
2. Children up to the age of two can also travel by taking a separate place, if carried in a child seat or crib, approved for air transport.
3. The Passengers who on the day of departure are at least 6 years old and less than 12 years old may travel alone provided that at the airport of departure there is accompanied adult, from who the Carrier receives a written confirmation in the form of a statement, that at the destination airport the child will be expected by other adult. In the case when person collecting the child will not show up at the airport of destination, child care costs borne by the Carrier will be transferred to the Passenger's adult guardian. The Carrier may require a document confirming the age of the child. Charterers and child's adult guardians are required to inform the Carrier of such a child traveling alone at the time of reservation.
4. The Passengers from 12 to 18 years may travel only with the consent of their parents or legal guardian. Legal guardian consent form is a statement forwarded to the aircraft commander.

## **GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL**

5. Children who on the day of departure are under 6 years old are not allowed in any case, to travel unaccompanied by an adult guardian.

### **XIV. CABIN BAGGAGE**

1. Unless the Contract of Carriage provides otherwise, the Passenger is entitled to carry 1 piece of baggage in the passenger cabin. Weight of hand luggage per person, may not exceed the limit of 5 kg and a total of three dimensions shall not exceed 100 cm (e.g. 40x40x20 cm), unless otherwise specified in the Contract of Carriage. The Carrier may limit the size and number of baggage pieces because of the airplane luggage capacity as Charterer/Passenger will be informed by signing the Contract of Carriage. The Carrier is entitled to check the weight and dimensions of luggage.
2. The limits for Baggage referred to in Paragraph 1 of this Article 14, are not included in the following items of personal use, necessary for the passenger during the journey, which are under the care of the Passenger, such as:
  - i. small handbag,
  - ii. coat,
  - iii. umbrella or cane,
  - iv. camera, video camera, binoculars, a laptop computer,
  - v. infant seat and baby food for the duration of the flight,
  - vi. crutches and orthopaedic appliances.
3. The Carrier may allow the carriage of Baggage and other items, but it has to be included in the Contract of Carriage or it must be agreed with the commander of the aircraft, with who the flight is conducted.
4. The Carrier, if there is not enough space in the cabin for the Passengers, may, notwithstanding the provisions of the Carrier authorized in size, request Passenger's Cabin Baggage and carry it in the hold. In this case, the Passenger will be required to remove the Baggage valuables, documents and electronic equipment. Such Baggage will be treated as Cabin Baggage, taking into account the relevant provisions of these Conditions of Carriage.
5. The Passenger's Cabin Baggage cannot contain materials, objects and substances listed in Appendix 1 to these Conditions of Carriage.

# GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL

## XV. PASSENGER BAGGAGE

1. A Passenger in the filed claims for Transport has the right to carry Passenger Baggage meets the following conditions:
  - i. Passenger Baggage, carried in the hold should be packed in suitcases or other suitable transportation containers.
  - ii. Passenger Baggage should be marked with Passenger name, initials or other personal mark, enabling the identification of the Passenger.
  - iii. Passenger Baggage weight allowed for each Passenger in the carriage is paid for a maximum of 15 kg, if the arrangements under the Contract of Carriage do not provide otherwise. Storage dimensions are determined individually depending on the type of aircraft and are given in the Contract of Carriage.
  - iv. Single piece of Passenger Baggage weight must not exceed 15 kg. Free Baggage Transportation is unavailable for people not having purchased a seat in the plane, i.e. children under 2 years of age.
  - v. Passenger Baggage, the dimensions of the above is considered excess baggage. It can be accepted for carriage only after paying an additional fee provided tariff and having been accepted by the Carrier.
  - vi. All information on the charges for the transport of additional luggage and procedures, which must be available from the Carrier. The Carrier has the right to refuse to carry extra luggage that does not meet the conditions set by the Carrier.
  - vii. Carriage of extra baggage is not an obligation of the Carrier. Carrier reserves the right to refuse additional baggage on board because of insufficient carrying capacity.
  - viii. Transport of Cabin and Passenger Baggage is regulated in detail by the rules and procedures of the airport.
  - ix. Carrier recommends that a Passenger in Passenger Baggage does not place the following items:
    - cash and securities;
    - jewellery, precious metals, precious and semi-precious stones;
    - computers, cameras, video cameras, cell phones and other electronic devices or technical devices and their accessories, optical instruments and other fragile objects;
    - official documents, business or personal;
    - travel documents or other identity documents;
    - Keys;
    - liquids (except acid batteries for wheelchairs);
    - medicine;

## **GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL**

- foodstuffs;
  - works of art / art of great value.
2. If the Passenger Baggage of a Passenger contains any of the items listed above, the Carrier shall not be liable for any loss, damage, delay, damage or loss of such items.
  3. The Carrier may refuse to accept Baggage as Passenger Baggage unless it is properly packed to ensure safe carriage with ordinary care in handling.
  4. Fragile items, which can be particularly vulnerable to damage during transportation as Passenger Baggage in the aircraft hold, such as some musical instruments, paintings, and not included in the list of objects and materials not acceptable for carriage may be carried as Cabin Baggage by arrangement and obtaining the consent of the Carrier.
  5. A folded stroller may be carried free of charge, as part of Passenger Baggage as long as the aircraft cabin size allows it. The need for the transport of a wheelchair must be reported to the Carrier at the signing of the Contract of Carriage.
  6. A fully collapsible wheelchair is also transported free of charge, as Passenger Baggage, which in terms of dimensions is suitable for carriage in the aircraft hold.
  7. Passenger Baggage is carried on the same flight as the Passenger unless Carrier decides that this is not feasible due to lack of transport capacity or overload the aircraft. In this case, the carrier will transport the baggage earliest possible flight, which is available free carrying, unless otherwise specified.

### **XVI. BAGGAGE CLAIM**

1. The Passenger is required to collect his/her Baggage at the aircraft, directly after disembarkation. The Baggage is unloaded by the flight crew.
2. In case of failure to collect baggage upon arrival, storage of it in the warehouse of the airport is charged a fee. If the Passenger collects Baggage within three (3) months from its delivery to the

## **GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL**

destination, the Carrier may dispose of it in accordance with its rules and will be released from liability to the Passenger.

3. Baggage recipient can only be the bearer of the baggage identification tag section, issued at check-in.
4. The carrier is not obliged to check whether the bearer of the Baggage and Passenger Baggage identification tag is entitled to receive Baggage. Failure to present the Baggage identification tag control, however, does not stop the baggage, the baggage can be identified by other means. The carrier in this situation will give the Baggage to such person, but shall have the right to request evidence of the right to the Baggage satisfactory to the Carrier and, if so requested by the Carrier, this person will provide sufficient liability protection, enabling the Carrier any damages or expenses that may arise as a result of such release.
5. The Carrier shall not be liable for any loss, damage or other expenses incurred in connection with the receipt of the Baggage by an unauthorized person.
6. Damage or loss of the Baggage should be reported to the Carrier immediately upon receipt of the Baggage. Damage to or loss of Passenger Baggage must be reported at the port of arrival before leaving the customs control. Report obliges the Carrier to draw up the damage or loss of luggage.
7. Protocol may be filed in the electronic records. Otherwise, it shall be presumed in the absence of proof to the contrary, that the baggage was delivered in good condition.
8. If two or more Passengers, traveling together to the same destination, will submit their Baggage to check in at the same place and time, they will receive permission to transport luggage with a total weight equal to the total weight of luggage allowed for each of the Passengers.

### **XVII. ITEMS EXCLUDED FROM CARRIAGE AND ITEMS THE CARRIAGE OF WHICH IS SUBJECT TO RESTRICTIONS**

1. The following items are excluded from carriage as both Cabin and Passenger Baggage:
  - i. firearms, ammunition and explosives or any articles or substances imitating firearms, ammunition or explosives;

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- ii. flammable substances (with the exception of alcoholic beverages in factory-sealed containers, hair spray, perfume, cologne);
  - iii. radioactive materials;
  - iv. compressed natural gas (with the exception of carbon dioxide moving artificial limb, a container of inflammable gas for inflating life vest and oxygen and air in the amount specified IATA regulations);
  - v. toxic or infectious substances;
  - vi. corrosive materials (with the exception of mercury in thermometers, barometer, wheelchair battery);
  - vii. briefcases and security type attaché cases with built-in security and alarm devices, lithium batteries or pyrotechnic material;
  - viii. objects and materials that endanger safety, property, life or health of persons on board;
  - ix. any materials the carriage of which is prohibited under the laws and regulations of the countries through which they are transported;
  - x. any items not suitable for carriage because of its weight, shape, size or any other properties;
  - xi. live animals, subject to paragraph. 3 - 9 of this Article;
  - xii. human remains;
  - xiii. animal remains;
  - xiv. items listed in the Technical Instructions for the Safe Transport of Dangerous Goods by Air issued by the International Civil Aviation Organization (International Civil Aviation Organization - ICAO), the Regulations on Dangerous Goods issued by the International Air Transport Association (International Air Transport Association - IATA) and Regulation Commission Regulation (EC) No 68/2004.
2. If the passenger is trying to take any of the above items, the Carrier has the right to refuse to transport them or refuse further carriage of such items, if they are detected during the Carriage.
3. Only pets may be accepted as Baggage. Animals should be placed in suitable containers with food and accompanied by valid health certificates for health and immunization, entry permits and other documents required by the authorities of the State in which the end of the trip, and transit authorities. Small dogs and cats (weighing less than 8 kg) can be transported in the passenger cabin after prior notification to the carrier, and prior consent. Dogs weighing more than 8 kg may be transported in the passenger cabin after prior notification to the carrier and its consent, provided that:
- i. Maximum weight of all dogs weighing more than 8kg, transported in the passenger cabin is limited to 35kg;

## GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL

- ii. Dog on board will occupy a seat or berth (if available) with restraint system properly secured during all phases of flight. Multiple occupancy is not allowed;
  - iii. Dogs occupying a seat will be seated in front of the dog's owner but not in front of an emergency exit;
  - iv. Dog owner must be prepared to muzzle the dog when instructed by the Commander.
  - v. The commander will accept the dog only if the owner has a leash and a muzzle suitable for the dog to be carried.
  - vi. The Commander will not accept on board, a dog showing aggressive or anxious behaviour.
4. Accepted for carriage as baggage, passengers with pet food containers are not included in the free baggage allowance, but an excess baggage, for which the passenger pays the applicable rate.
5. Carrier shall not be liable for injury, loss, delayed release, illness or death of an animal in the event of refusal to admit him to the territory of the Place of Destination or Stopover.
6. Dogs, that guide the blind or deaf are carried free of charge. Dogs must be provided with a muzzle, a training certificate and required documentation.
7. Detailed conditions for the transport of animals may be regulated by separate provisions of the country of destination or Stopover.
8. Carrier reserves the right to limit the number of animals transported in one trip.
9. The maximum weight of the animal cage is 10 kg. Carriage of any other domestic animals heavier than 8 kg (excluding dogs under the conditions defined in point XVII.3 above) is prohibited.
10. Sports equipment can be transported only after the notification of this fact when booking a ticket to the Carrier. Skis can be carried in a special pouch. Bike can be transported only made in a special bag. The Carrier accepts only one bike and two pairs of skis for each leg.
11. In the event of carriage of items excluded from carriage or articles inconsistent with the provisions of these Conditions of Carriage, carriage thereof shall be subject to charges. In addition, the carriage thereof shall be subject to the exclusions and limitations of liability and other provisions of these Conditions of Carriage relating to the carriage of baggage. The carrier can pick up and carry passengers under its custody, which accordance to his own discretion deems dangerous.



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12. Sporting weapons, short firearms and ammunition including blank cartridges up to 5 kg can be carried as Passenger Baggage only and the ammunition cannot be placed in the same Passenger Baggage. The Passenger must declare his/her intention to carry firearms during checking in and filling in the carriage of weapons on the flight. Guns must be unloaded under the supervision of officers of the Border Guard checkpoint. The Passenger is solely responsible for obtaining approvals / permits for the import of weapons and ammunition in the territory of the Member State of destination.
13. The provisions of paragraph 12 of this Article shall not apply with respect to ABW soldiers and officers of the Internal Security Agency, Foreign Intelligence Agency, Police, Border Guard and the Government Protection Bureau while performing official duties. The intention to carry weapons on board an aircraft, the Carrier's notice with information that armed persons were familiar with the transport of weapons and are familiar with the rules of its use on an airplane.
14. Dangerous goods must not be carried in as passengers or crew Baggage or one's person, except as otherwise provided in the Appendix 2 to these Conditions of Carriage.

### **XVIII. BAGGAGE CONTROL LAW**

1. For safety reasons, the Passenger is obligated to provide information on baggage transported. The Carrier, with the consent of the Passenger, and in his absence and inability to obtain such approval in a timely manner, without the consent of the Passenger has the right to inspect the luggage if any of the items carried is in violation of the Conditions of Carriage and content of Appendix 1 to these Terms and Conditions Carriage.
2. If the Passenger refuses to provide the information or does not agree that the contents of baggage are inspected, the Carrier may refuse to carry the Passenger and / or his/her Baggage.

### **XIX. THE CARRIER'S RESPONSIBILITY**

1. The carrier is liable for damages resulting from negligent performance or improper performance of the Contract of Carriage.
2. Transportation under these Conditions of Carriage is subject to the rules and limitations of liability of the Carrier set by the Convention, if it is "international carriage" as defined in the Convention. As

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far as not falling under the Convention, the liability is determined by the law in force in each country, with the Polish law in this field, and the law of the carriage inside other countries belonging to the European Union in line with the Convention.

3. If the damage was caused, in whole or in part, by the fault of the victim, the Carrier may decline liability in whole or in part on the basis of the law.
4. The Carrier is responsible for personal injury (death, injury to body or health) of the Passenger under the terms of the relevant provisions of law providing for the limitation of liability of the Carrier.
5. Carrier's liability is limited only to the damages caused during transportation by its own flight or flights marked the Airline Code.
6. If, before departure, there are doubts about the health of the Passenger, the Carrier may require a relevant medical certificate or medical examination ordered by the Passenger at the airport (before departure) at the expense of the Passenger.
7. The Carrier is not liable for damages resulting from compliance with the binding law and administrative rules or for any damages arising from non-compliance by the Passengers of the above rules and regulations.

### **XX. LIABILITY FOR INJURY TO A PASSENGER**

1. The Carrier's liability for loss suffered as a result of the death, wounding or any other bodily injury of a Passenger at the time of air transportation and boarding and disembarking from the aircraft subject to the restrictions of the Convention. The upper limit of compensation if the Warsaw Convention applies is 250,000 francs Poincare or 100,000 SDR, where the Montreal Convention applies. In both cases, the amounts are translated into Polish zloty Polish National Bank. Contractual limitation of liability limits Carrier is not allowed.
2. In case of any damages to the sum of which is the PLN equivalent of 128,821 SDR, the Carrier shall not exclude or limit its liability, arguing that he and his agents have taken all necessary measures to avoid the damage or that taking such steps was not possible by him or by them.

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3. Carrier is not liable for damages for bodily injury, personal injury, or death to the extent that they exceed for each passenger the amount of 128,821 SDR, if the Carrier proves that:
  - i. the damage was not caused by an act, omission or wrongful act by the Carrier, its servants or agents,
  - ii. the damage was solely due to the action, negligence or other wrongful act of a third party.
4. Notwithstanding the laws, if the Carrier proves that the damage was caused by, or contributed to the damage of the injured or deceased passenger, the Carrier may be released in whole or in part for their responsibility in accordance with the relevant legislation.
5. The Carrier immediately, and in any case not later than 15 days after the identity of the individual or individuals who are entitled to claim compensation as a result of accident causing death or injury to body or health of Passengers, pays in advance, such measures as may be necessary in order to cover the immediate economic needs of these people. Payment of such advances shall not constitute recognition of liability and may also be deducted from the sums paid by the carrier for damages.
6. In case of death, payment shall not be less than the PLN equivalent of 16,000 SDR per Passenger.
7. The advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the liability of the Carrier but is not refundable except in special cases or circumstances where it is subsequently proven that the person who received the advance payment caused or contributed to the damage by negligence or was not the person entitled to compensation.

### **XXI. RESPONSIBILITY FOR LOSS OR DAMAGE TO BAGGAGE OR DELAY IN THE CARRIAGE OF THE BAGGAGE**

1. The Carrier is responsible for damages in case of destruction, loss, or damage to, the expedition luggage or goods, if the incident which caused the damage so sustained took place during the carriage by air.
2. The carriage by air within the meaning of the preceding paragraph comprises the period during which the Baggage or goods are under the care of the Carrier, whether they are at the airport, on board the aircraft or in any other place, if landing outside the airport. The air transportation period, as a rule, does not pertain to any transport by land, sea or river, made outside the airport.

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3. Responsibility for loss, damage, or delay of the Baggage is limited.
4. The Carrier's liability for damages Baggage is limited to the amount of the 1288 SDR per Passenger's Baggage. This does not apply if the Passenger at the time of issuing the Baggage to the Carrier, specified a special declaration of interest in delivery at destination and has paid a supplementary sum if required. In this case, the Carrier must pay an amount not exceeding the declared sum, unless it proves that the sum is greater than the Passenger's actual interest in delivery.
5. If the weight of the Baggage is not specified, it is assumed that the weight of the Baggage does not exceed the weight limits that apply to the carriage of baggage free of charge.
6. The Passenger is required to prove the existence and the amount of damage suffered. In the absence of proof of damages, the Carrier reserves the right to payment of compensation in the form and amount specified in the complaint process.
7. In the event of loss, damage or delay of baggage accepted for carriage, or of any object contained therein, to determine the limits of liability takes into account only the total weight of the package or packages.
8. The Carrier is not liable for punitive damages and damages which cannot be precisely defined or aligned.
9. The Carrier is not liable for any damage resulting from use of the Baggage such as tears, scratches, dirt or protruding parts of retractable luggage (wheels, handles, straps, etc.). The Carrier is not responsible for any damages caused by excessive movement of the baggage.
10. The Carrier is not liable for any damage resulting from the inherent, quality or manufacturing defects of the Baggage.
11. The Carrier is not liable for placing under Baggage items excluded from carriage in accordance with the provisions of Article XVII of the Conditions of Carriage.

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12. The Carrier is not responsible for the Baggage picked up by another Passenger after the carriage. A person who mistakenly receives another Passenger Baggage, will cover all associated costs and resulting damage.
13. The Carrier may be released from liability to the Passenger for loss or damage of Baggage by demonstrating that he does not take the blame for the damage.
14. If after the arrival of the Passenger at the destination port, he will find that his/her Baggage did not arrive on the same flight, the Carrier or acting on behalf of the Passenger service agent will draw up the appropriate protocol and immediately start searching procedures for the Baggage.
15. In the event that a Passenger left the transit area without reporting the damage and completing a Property Irregularity Report (Property Irregularity Report - PIR), it is presumed to have been delivered to the Passenger Baggage and that he served in the state in which it was given.
16. The Carrier recommends that in the case of receipt of the Baggage later than immediately after arrival, Passenger checks at reception and baggage did not contain any defects or damage in the event of their occurrence, in order to make a complaint.
17. As long as Baggage loss is the result of circumstances for which the Carrier is not liable, carrier or passenger service agent shall immediately notify the Passenger of the possibility of receipt of the Baggage at the airport. Baggage must be received by the Passenger within 5 business days from the date of notification. After this time, the Passenger will be charged for storage of the Baggage. At the request of a Passenger, and only at its own expense, to the extent possible, the Carrier will send Baggage to the airport other than the target.
18. Luggage that is not found within 30 days from the date of the complaint is deemed to be lost. Asset Liability Carrier for lost Baggage is governed by the provisions of these acts, these regulations concerning the General Conditions of Carriage for Passengers and Baggage and the relevant provisions of Polish law.

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### **XXII. RESPONSIBILITY FOR CHANGES IN FLIGHT SCHEDULE, FLIGHT DELAY, AND THE EFFECTS OF FAILURE TO CARRY OUT THE CONTRACTS OF CARRIAGE CAUSED BY THE FAULT OF THE CARRIER**

1. The Carrier shall exercise due diligence to Passenger and his Baggage with the beginning of the journey in a timely manner in accordance with applicable on the day of travel distribution.
2. In case of delay or cancellation of a flight the Carrier will be required to provide on request written information about the Passenger written information about Passengers Rights, however, in the case of flight cancellation for reasons beyond the control of the Carrier - if the flight cancellation is caused by extraordinary circumstances which could not have been avoided even with due diligence and after taking all reasonable measures (in particular: the weather conditions governing operations of the flight, strikes that affect the operation of the Carrier, unexpected technical faults that may affect the safety of flight decisions of the air traffic control and other causes beyond the control of the Carrier), Carrier will be released and no payment of compensation will be required.
3. In the specific cases mentioned in particular in paragraph 2 above, for example, in the case of bad weather, for operational reasons, technical reasons and other circumstances beyond the control of the Carrier transportation may be cancelled or exercised at a later date. The Carrier shall notify the Charterer / Passenger as soon as possible.
4. The carrier is liable for damage occasioned by delay in the passenger's carriage. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its representatives and agents took all measures that could reasonably be expected to avoid the damage or that it was impossible for it or them to take such measures. In the case of such damage caused by delay, the liability of the carrier for each passenger is limited to 5,346 SDR.
5. In case of flight cancellation due to reasons beyond the control of the Carrier, the Carrier shall ensure handing over Passenger to the destination as soon as possible flight operated by Carrier or substitute ground transportation, and there is no obligation to provide replacement air transport flights operated by other carriers.
6. In the cases referred to in this paragraph, unless the law provides otherwise, the Carrier shall be released from further liability to the Passenger.

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### **XXIII. CONTRACTS ENTERED INTO BY THE CARRIER WITH THIRD PARTIES FOR THE PROVISION OF ADDITIONAL SERVICES**

1. The Carrier enters into contracts with third parties to offer Passengers services (other than carriage by air), such as: hotel reservation, car rental, insurance agreements. In case of concluding such contracts, the Carrier does not act as a representative of a third party. Any claim relating to the way a third party to terminate the agreement with the Passenger should be addressed directly to the third party.
2. Additional services offered by the Carrier may be subject to certain restrictions or separate regulations. The Carrier will provide Passengers the General Conditions of Contract used by a third party.

### **XXIV. COMPLAINTS**

1. Damage, loss or theft to the Baggage should be reported immediately upon arrival at the airport, where the Passenger noted the loss or damage of the Baggage, in the Baggage collection point or in the lost and found in the transit area of the airport. Passenger applying with such issue will receive a form to complete - Property Irregularity Report (PIR).
2. Passengers are not entitled to claim compensation for damages for Storage (with the exception of damage caused by the delay as defined above), if the person entitled to the receipt of the Baggage Carrier does not report the complaint within a maximum of 7 days of receipt. Passengers are not entitled to claim compensation for damage caused by delayed Baggage, if the person entitled to the receipt of the Baggage Carrier does not report the complaint within a maximum of 21 days from the date on which the Baggage was placed at its disposal.
3. The complaint should be sent to the Carrier in writing before the date specified in paragraph 2 above.
4. In case of damage, loss, delay or theft during the flight Baggage claims must be accompanied by the following documents:
  - i. Report PIR (Property Irregularity Report)
  - ii. Proof of Baggage check-in
  - iii. Declaration of baggage value (a description of the damage, the value of storage, date of purchase, brand)

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5. Any claim for damages in international transport lapse within 2 years from the date of arrival at the destination, or the date on which the carriage was to take place. The method of calculating that period determined by the law of the competent court.

### **XXV. ADDITIONAL SERVICES**

1. The Carrier provides additional selected services. A Passenger can benefit from additional services after notification of the intention to the Carrier and obtaining confirmation of readiness to implement the service on the part of the Carrier.
2. All information about rates for special services and related procedures are available from Carrier. In order to familiarize yourself with this information a contract with the Carrier is required. The Carrier has the right to refuse to provide special services if they do not meet the conditions set by the Carrier.
3. Provision of ancillary services is not an obligation of the Carrier. Carrier reserves the right to refuse to provide the additional services due to lack of carrying capacity or operational reasons.
4. Conditions of providing additional services are regulated in detail by the rules and procedures of the country.



# GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL

## APPENDIX 1

### A. List of items prohibited for carriage on board and objects and materials prohibited for carriage by aircraft.

Based on Appendix 4-C, and Appendix 5-B of the Annex to Commission Regulation (EU) No 185/2010 of 4 March 2010 laying down detailed measures for the implementation of the common basic standards on aviation security on 2010-03 - 04 (Journal UE.L 2010, No. 55, p.1).

#### PASSENGERS AND CABIN BAGGAGE - LIST OF PROHIBITED ITEMS

Without prejudice to applicable safety rules following items cannot be carried by passengers to security restricted areas and on board an aircraft:

- a) guns, firearms and other devices that discharge projectiles - devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
  - Firearms of all types, such as pistols, revolvers, rifles, shotguns,
  - Toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
  - Component parts of firearms, excluding telescopic sights
  - Weapons of compressed air and CO<sub>2</sub>, such as pistols, pellet guns, rifles and ball bearing guns,
  - Signal flare pistols and starter pistols,
  - Bows, crossbows and arrows,
  - Harpoon and spear,
  - Slings and catapults;
  
- b) stunners - devices designed specifically to stun or immobilize, including:
  - Devices for shocking, such as stun guns, tasers and stun batons,
  - Stunning and slaughter of animals,
  - Disabling and incapacitating chemicals, gases and aerosols, such as tear gas, pepper gas,
  - Acid sprays and animal repellent sprays;

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- c) objects with a sharp point or sharp edge - objects with a sharp point or sharp edge capable of being used to cause serious injury, including:
- Items designed for chopping, such as axes, hatchets and cleavers,
  - Ice axes and ice picks,
  - Blade razors
  - Box cutters,
  - Knives with blades of more than 6 cm,
  - Scissors with blades of more than 6 cm as measured from the fulcrum,
  - Equipment used for martial arts with a sharp point or sharp edge,
  - Swords and sabres;
- d) workmen's tools - tools capable of being used to cause serious injury or threat to the safety of aircraft, including:
- Crowbars,
  - Drills and drill bits, including cordless portable power drills,
  - Tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels,
  - Saws, including cordless portable power saws,
  - Blowtorches,
  - Bolt guns and nails.
- e) blunt instruments - objects capable of being used to cause serious injury when used to hit, including:
- Sticks to play baseball and softball,
  - Batons, such as billy clubs with leather and metal batons,
  - Equipment used for martial arts.
- f) explosives and incendiary substances and devices - explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:
- Ammunition,
  - Blasting caps,
  - Detonators and fuses,
  - Replica or imitation explosive devices,
  - Mines, grenades and other explosive military stores,

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- Fireworks and other pyrotechnics,
- Smoke-generating canisters and smoke-generating cartridges,
- Dynamite, gunpowder and plastic explosives.

### **B. List of the items prohibited for carriage in Passengers Baggage:**

- a) explosives and incendiary substances and devices,
  
- b) explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:
  - Ammunition,
  - Blasting caps,
  - Detonators and fuses,
  - Mines, grenades and other explosive military stores,
  - Fireworks and other pyrotechnics,
  - Smoke-generating canisters and smoke generating cartridges,
  - Dynamite, gunpowder and plastic explosives.

# GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL

## APPENDIX 2

**Provisions for Dangerous Goods Carried by Passengers or Crew** (refer to ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air (Doc. 9284-AN/905).

Dangerous goods must not be carried in as passengers or crew baggage or one's person, except as otherwise provided below.

The pilot-in-command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
△ <b>Alcoholic beverages</b> , when in retail packagings, containing more than 24% but not more than 70% alcohol by volume, in receptacles not exceeding 5 L, with a total net quantity per person of 5 L.	NO	YES	YES	NO
<b>Note:</b> <i>Alcoholic beverages containing 24% or less alcohol by volume are not subject to any restrictions.</i>				
<b>Ammunition, securely packaged</b> (in Div. 1.4S, UN 0012 or UN 0014 only), in quantities not exceeding 5 kg gross weight per person for that person's own use. Allowances for more than one person must not be combined into one or more packages.	YES	YES	NO	NO
<b>Avalanche rescue backpack</b> , one (1) per person, containing cartridges of compressed gas in Div. 2.2. May also be equipped with a pyrotechnic trigger mechanism containing no more than 200 mg net of Div. 1.4S. The backpack must be packed in such a manner that it cannot be accidentally activated. The airbags within the backpacks must be fitted with pressure relief valves.	YES	YES	YES	NO
<b>Baggage with installed lithium batteries</b> non-removable batteries exceeding 0.3 g lithium metal or 2.7 Wh.			FORBIDDEN	
<b>Baggage with installed lithium batteries:</b>				
– non-removable batteries. Batteries must contain no more than 0.3 g lithium metal or for lithium ion must not exceed 2.7 Wh;	NO	YES	YES	NO
– removable batteries. Batteries must be removed if baggage is to be checked in. Removed batteries must be carried in the cabin.				
<b>Batteries, spare/loose</b> , including lithium batteries, non-spillable batteries, nickel-metal hydride batteries and dry batteries (see 2.3.5.8) for portable electronic devices must be carried in carry-on baggage only. Articles which have the primary purpose as a power source, e.g. power banks are considered as spare batteries. These batteries must be individually protected to prevent short circuits. Lithium metal batteries: the lithium metal content must not exceed 2 g (see 2.3.5.8.4). Lithium ion batteries: the Watt-hour rating must not exceed 100 Wh (see 2.3.5.8.4). Each person is limited to a maximum of 20 spare batteries. *The operator may approve the carriage of more than 20 batteries. Non-spillable batteries: must be 12 V or less and 100 Wh or less. Each person is limited to a maximum of 2 spare batteries (see 2.3.5.8.5).	NO*	NO	YES	NO
<b>Camping stoves and fuel containers that have contained a flammable liquid fuel</b> , with empty fuel tank and/or fuel container (see 2.3.2.5 for details).	YES	YES	NO	NO
<b>Chemical Agent Monitoring Equipment</b> , when carried by staff members of the Organization for the Prohibition of Chemical Weapons on official travel (see 2.3.4.4).	YES	YES	YES	NO
<b>Disabling devices</b> such as mace, pepper spray, etc. containing an irritant or incapacitating substance are forbidden on the person, in checked and carry-on baggage.			FORBIDDEN	
<b>Dry ice (carbon dioxide, solid)</b> , in quantities not exceeding 2.5 kg per person when used to pack perishables not subject to these Regulations in checked or carry-on baggage, provided the baggage (package) permits the release of carbon dioxide gas. Checked baggage must be marked "dry ice" or "carbon dioxide, solid" and with the net weight of dry ice or an indication that there is 2.5 kg or less dry ice.	YES	YES	YES	NO
<b>e-cigarettes</b> (including e-cigs, e-pipes, other personal vaporizers) containing batteries must be individually protected to prevent accidental activation (see 2.3.5.8.2).	NO	NO	YES	NO
<b>Electro shock weapons</b> (e.g. Tasers) containing dangerous goods such as explosives, compressed gases, lithium batteries, etc. are forbidden in carry-on baggage or checked baggage or on the person.			FORBIDDEN	
<b>Fuel cells</b> containing fuel, powering portable electronic devices (e.g. cameras, cellular phones, laptop computers and camcorders), see 2.3.5.9 for details.	NO	NO	YES	NO
<b>Fuel cell cartridges, spare</b> for portable electronic devices, see 2.3.5.9 for details.	NO	YES	YES	NO
<b>Gas cartridges, small, non-flammable</b> containing carbon dioxide or other suitable gas in Division 2.2. Up to two (2) small cartridges fitted into a <b>self-inflating personal safety device</b> , intended to be worn by a person, such as a life jacket or vest. Not more than two (2) devices per passenger and up to two (2) spare small cartridges per device, not more than four (4) cartridges up to 50 mL water capacity for other devices (see 2.3.4.2).	YES	YES	YES	NO
<b>Gas cylinders, non-flammable, non-toxic</b> worn for the <b>operation of mechanical limbs</b> . Also, spare cylinders of a similar size if required to ensure an adequate supply for the duration of the journey.	NO	YES	YES	NO
<b>Hair styling equipment containing a hydrocarbon gas cartridge</b> , up to one (1) per passenger or crew-member, provided that the safety cover is securely fitted over the heating element. This hair styling equipment must not be used on board the aircraft. Spare gas cartridges for such hair styling equipment are not permitted in checked or carry-on baggage.	NO	YES	YES	NO

# GENERAL CONDITIONS OF CARRIAGE FOR BARTOLINI AIR REGIONAL

The pilot-in-command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
<b>Insulated packagings containing refrigerated liquid nitrogen</b> (dry shipper), fully absorbed in a porous material containing only non-dangerous goods.	NO	YES	YES	NO
<b>Internal combustion or fuel cell engines</b> , must meet A70 (see 2.3.5.12 for details).	NO	YES	NO	NO
<b>Lithium Batteries: Portable electronic devices (PED) containing lithium metal or lithium ion cells or batteries</b> , including medical devices such as portable oxygen concentrators (POC) and consumer electronics such as cameras, mobile phones, laptops and tablets (see 2.3.5.8). For lithium metal batteries the lithium metal content must not exceed 2 g and for lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Devices in checked baggage must be completely switched off and must be protected from damage. Each person is limited to a maximum of 15 PED. *The operator may approve the carriage of more than 15 PED.	NO*	YES	YES	NO
<b>Lithium batteries, spare/loose, including power banks</b> , see <b>Batteries, spare/loose</b>				
<b>Lithium battery-powered electronic devices</b> . Lithium ion batteries for portable (including medical) electronic devices, a Wh rating exceeding 100 Wh but not exceeding 160 Wh. For portable medical electronic devices only, lithium metal batteries with a lithium metal content exceeding 2 g but not exceeding 8 g. Devices in checked baggage must be completely switched off and must be protected from damage.	YES	YES	YES	NO
<b>Lithium batteries, spare/loose</b> with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronic devices and PMED or with a lithium metal content exceeding 2 g but not exceeding 8 g for PMED only. Maximum of two spare batteries in carry-on baggage only. These batteries must be individually protected to prevent short circuits.	YES	NO	YES	NO
<b>Matches, safety (one small packet) or a small cigarette lighter</b> that does not contain unabsorbed liquid fuel, other than liquefied gas, intended for use by an individual when carried on the person. Lighter fuel and lighter refills are not permitted on one's person or in checked or carry-on baggage.	NO	ON ONE'S PERSON		NO
<i>Note: "Strike anywhere" matches, "Blue flame" or "Cigar" lighters or lighters powered by a lithium battery without a safety cap or means of protection against unintentional activation are forbidden (see 2.3.5.8.4(e)).</i>				
<b>Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with non-spillable wet batteries, nickel-metal hydride batteries or dry batteries</b> , (see 2.3.2.2).	YES	YES	NO	YES
<b>Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with spillable batteries or with lithium ion batteries</b> (see 2.3.2.3 and 2.3.2.4 for details).	YES	YES	NO	YES
△ <b>Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with lithium ion batteries</b> where the design of the mobility aid does not provide adequate protection for the battery(ies) (see 2.3.2.4.3 for details).	YES	NO	YES	YES
<b>Non-radioactive medicinal or toiletry articles</b> (including aerosols) such as hair sprays, perfumes, colognes and medicines containing alcohol; and <b>Non-flammable, non-toxic (Division 2.2) aerosols</b> , with no subsidiary hazard, for sporting or home use (see 2.3.5.1).	NO	YES	YES	NO
The total net quantity of non-radioactive medicinal or toiletry articles and non-flammable, non-toxic (Division 2.2) aerosols must not exceed 2 kg or 2 L and the net quantity of each single article must not exceed 0.5 kg or 0.5 L. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.				
<b>Oxygen or air, gaseous, cylinders required for medical use</b> . The cylinder must not exceed 5 kg gross weight.	YES	YES	YES	YES
<i>Note: Liquid oxygen systems are forbidden for transport.</i>				
<b>Permeation devices</b> , must meet A41 (see 2.3.5.13 for details).	NO	YES	NO	NO
<b>Radioisotopic cardiac pacemakers</b> or other devices, including those powered by lithium batteries, implanted into a person or fitted externally.	NO	ON ONE'S PERSON		NO
<b>Security-type equipment</b> (see 2.3.2.6 for details).	YES	YES	NO	NO
<b>Security-type attaché cases, cash boxes, cash bags</b> , etc. incorporating dangerous goods, such as lithium batteries and/or pyrotechnic material, except as provided in 2.3.2.6 are totally forbidden. See entry in 4.2–List of Dangerous Goods.		FORBIDDEN		
<b>Specimens, non-infectious</b> packed with small quantities of flammable liquid, must meet A180 (see 2.3.5.11 for details).	NO	YES	YES	NO
<b>Thermometer, medical or clinical</b> , which contains mercury, one (1) per person for personal use, when in its protective case.	NO	YES	NO	NO
<b>Thermometer or barometer, mercury filled</b> carried by a representative of a government weather bureau or similar official agency (see 2.3.3.1 for details).	YES	NO	YES	YES

\* In case of carriage of the articles for which operator's approval is required such approval is subject to Commander's discretion.

Bartolini Air Sp. z o. o. does not transport Checked Baggage, thus any Dangerous Goods item listed above as **Permitted in or as checked baggage** requires prior approval from the operator – please contact our Sales Department.

**In case of doubt whether a given item can be hazardous in air transport, please contact our Sales Department**