



ALBINATI AERONAUTICS

# CONDITIONS OF CARRIAGE

## Article 1: Definitions

For the purpose of these conditions of carriage, the following terms have the following meanings:

**Baggage** which is equivalent to luggage, mean such passengers belongings necessary or appropriate for wear, use, comfort or convenience in connection with their trip.

Unless otherwise specified, it must include both checked and unchecked baggage of passengers.

**Carrier** means Albinati Aeronautics SA.

**Client** means the legal entity or individual having booked the flight described in the flight confirmation either for his own account as passenger, or for the account of third passengers.

**EC Regulation** means the Regulation (EC) No. 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No. 2027/97 on air carrier liability in the event of accidents, published on 30 May 2002 JOCE No. L140/2.

**Flight confirmation** means the confirmation of the flight to be operated by the carrier issued to by the carrier to the client.

**Passenger** means any person except members of the crew carried or to be carried in an aeroplane operated by and with the consent of the carrier. For brevity purpose, the plural form may be used throughout the current document (passengers).

**Montreal Convention** means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28 May 1999 and published on July 2001, JOCE No. L194/39.

**Price** means the price specified in the flight confirmation.

**Warsaw Convention** means the Convention for the Unification of Certain Rules relating to International Carriage by Air of October 12, 1929, as amended.

## Article 2: Scope of application

The conditions of carriage apply to the carriage agreement between the carrier and passengers or clients (as applicable) for the flight, or series of flights to be performed from the point of departure until final destination as stated in the flight confirmation.

## Article 3: Carrier's services and limitations

The carrier undertakes to use its reasonable efforts to carry passengers and their baggage from the point of departure until final destination as stated in the flight confirmation.

The pilot in command of the aeroplane will be in complete charge and control of the aeroplane at all times. If, in the pilot in command's sole judgment, safety of flight may be jeopardised, then the pilot in command may terminate a flight or cancel it.

The carrier will refuse carriage or onward carriage, or will cancel the flight, or series of flights reserved by any passenger or client (as applicable) when :

- such action is necessary for reasons of safety; or
- such action is necessary to prevent violation of any applicable laws, regulations, or order of any state or country to be flown from, into or over; or
- the conduct, age or mental or physical state of the passenger is such as to:
  - require special assistance of the carrier;
  - cause discomfort or make himself/herself objectionable to other passengers; or
  - involve any hazard or risk to himself/herself or to other persons or properties.

## Article 4: Passengers' obligations

The passengers shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over (e.g., immigration, customs, agriculture, etc.) and with the carrier's rules and instructions pertaining hereto. The carrier bears no liability for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions. The client may be billed and shall pay for any additional costs (surcharges, fees, fines, penalty, etc.) resulting from such non-compliance by the passengers.

If required, passengers shall attend inspection of their baggage checked or unchecked by customs or other government officials. The carrier is not liable to the passenger(s) or the client for any loss, delay or damage suffered by the passenger(s) or the client through failure to comply with this requirement.

## Article 5: Baggage

The passengers shall not include in their baggage, the following (the unsuitable baggage):

Articles which do not constitute baggage as defined in Article 1.

- Articles which are likely to endanger the aeroplane or persons or properties on board the aeroplane or on ground, including (without limitation) explosives, compressed gases, corrosives, oxidising, radioactive or magnetised materials that are easily ignited and poisonous offensive or irritating substances.
- Articles the carriage of which is prohibited by applicable laws, regulations or orders of any States to be flown from, to or over.
- Articles which, by reason of their weight, volume, size or character exceed or do not comply with the aeroplane cargo capacity or the manufacturer's technical and safety standards (mass and balance) or which, in the opinion of the carrier, are unsuitable for the performance of the flight.

The carrier shall have the right, but no obligation, to send any unsuitable baggage by cargo at clients' or passengers' costs.

If passengers are in possession of, or if their baggage include:

- weapons of any kinds, in particular side arms and sprays use for offensive or defensive purposes;
- munitions and explosives;
- articles which, judging by their outward appearance or making, look like weapons, munitions or explosives;

they shall notify the carrier in writing thereof simultaneously with the signing of the flight confirmation and submit said baggage to carrier for inspection prior to boarding of the baggage.

The carrier may, without obligation, accept carrying such articles as cargo or checked baggage only, in strict compliance with the applicable regulations governing carriage of dangerous goods.

The carrier shall have the right to conduct a body search of the passengers or a baggage search to determine whether they are in possession of or whether their baggage contain any unsuitable baggage or other articles described in this article. Should the passengers refuse such searches, the carrier may, in its sole discretion, refuse to carry the passengers or their baggage.

In this case, the carrier shall be under no liability to the passengers or the clients for any delay or other damage and neither clients nor passengers shall be entitled to any refund of the price.

## Article 6: Price

Unless otherwise specified in the flight confirmation, the client shall pay the price to the carrier not less than forty-eight (48) hours before the initiation of the flight.

In case of late payment, a late interest shall accrue on the price amount at the rate of 10% p.a.

## Article 7: Flight delay, cancellation and termination

In case of delay in the performance, cancellation or termination of the flight described in the flight confirmation due in whole or in part to any act of God, act of nature, weather conditions, acts of civil or military authority, strike or labor dispute, mechanical failure, unserviceability of the aeroplane, safety risk, lack of essential supplies or parts, unavailability of slot, decision, action or absence of decision or action by an authority or a third party, compliance with any international or national regulation or legislation, clients' or passengers' delay or changed requirements, or for any other cause beyond the control of the carrier, or in case the pilot in command or the carrier decides to terminate or cancel the flight described in the flight confirmation for safety reasons, nor the carrier neither any of its employees or agents shall be deemed to be in breach of their obligations or bear any liability towards clients or passengers provided, however, that if a flight is delayed, canceled or terminated prior to completion, due in whole or in part to any such cause, the carrier shall refund to client all payments previously received with respect to such flight, other than (i) any cost incurred by the carrier as a result of said delay, cancellation or termination, (ii) the costs attributable to (aa) the flight theretofore performed and to (bb) such flight as may be necessary to return passengers to their original aerodrome of departure, for which the carrier shall have the right to charge the client.

If due in whole or in part to a cause described above, the flight described in the flight confirmation is delayed or canceled or terminated prior to completion and the carrier provides another aeroplane to complete it, the client shall pay the carrier any additional costs incurred over and above the original price to provide the replacement aeroplane.

## Article 8: Liability

Any liability of the carrier and of its employees and agents for any damage arising out of or in connection with the carrier's services hereunder (including delays) is excluded, subject to any compulsory provision to the contrary of any applicable national or international law, in particular of the Montreal or Warsaw Convention, and of the EC Regulation. Specific notices regarding the liability of the carrier according to these instruments are included in the flight confirmation. In any case, the carrier is not liable for indirect damage or consequential loss.

## Article 9: Personal data

For security and immigration purposes, authorities of certain countries may require the carrier to disclose specific data related to passengers and passengers' journey, such as passengers' name, date of birth, home address, contact phone numbers, information on travel partner, date of reservation, ticket issuance, payment information and travel itinerary, information concerning baggage, etc. (Passenger Name Record data, PNR). The carrier is hereby authorised to disclose such PNR to any requiring authority. Data may be transferred to countries where the data protection is not equivalent to that provided in passengers' home country.

## Article 10: Applicable law and jurisdiction

The carriage agreement between the carrier and passengers or clients (as applicable) shall be subject to the laws of Switzerland. Any dispute arising out of or in connection with it shall be submitted to the jurisdiction of the competent courts of Geneva, Switzerland. Any compulsory provision to the contrary of any applicable national or international law is reserved.

## Summary of the provisions on air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention, in case these instruments are applicable to the passengers' journey.

### Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 113'100 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within fifteen (15) days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16'000 SDRs.

### Delays

In case of delay by the air carrier, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4'694 SDRs.

### Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1'131 SDRs.

### Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1'131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Special Drawing Rights (SDRs) are used as a unit of account by the International Monetary Fund and several other international organisations. The exchange rate of the SDR into national currencies and Euro can be found on the following website: [http://www.imf.org/external/np/fin/data/rms\\_five.aspx](http://www.imf.org/external/np/fin/data/rms_five.aspx).

### Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven (7) days, and in the case of delay within twenty-one (21) days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

### Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aeroplane, or from the date on which the aeroplane ought to have arrived.

## Dangerous goods regulations

Dear customer, your safety is our priority.

We kindly ask you to ensure that none of these Dangerous Goods are carried in your baggages.



Fireworks  
Sparklers



Hoverboard



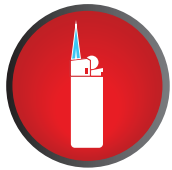
Strong magnets



Lithium batteries  
Wet cell batteries  
Spare batteries



Oxygen cylinders  
Under water torch



Blue flame lighter



Pepper spray  
Mace  
Taser



Household chemicals  
Corrosives such as acid  
alkalis, item with mercury



Alcohol exceeding  
70%



Paint  
Paint thinner



Fuel paste  
flammable liquids



Infectious substances  
Radioactive material



Camping gas



Gasoline



Lighter, e-Cigarette  
or matches in  
checked baggage



but  
is permitted  
on one's person

## Dangerous goods table 2-3.A (IATA)

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 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>Ammunition (cartridges for weapons), securely packaged</b> (in Div. 1.48, 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 a cartridge of compressed gas in Div. 2.2. May also be equipped with a pyrotechnic trigger mechanism containing less than 200 mg net of Div. 1.48. 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>Batteries, spare/loose, including lithium metal or lithium ion cells or batteries</b> , for portable electronic devices must be carried in carry-on baggage only. These batteries must be individually protected to prevent short circuits.	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.	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 and spare fuel cartridges</b> powering portable electronic devices (e.g. cameras, cellular phones, laptop computers and camcorders), see 2.3.5.10 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 safety device</b> such as a life jacket or vest. Not more than one (1) device per passenger and up to two (2) spare small cartridges per person, 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

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>Hair curlers containing hydrocarbon gas</b> , up to one (1) per passenger or crew-member, provided that the safety cover is securely fitted over the heating element. These hair curlers must not be used on board the aircraft at any time. Gas refills for such curlers are not permitted in checked or carry-on baggage.	NO	YES	YES	NO
<b>Heat producing articles</b> such as underwater torches (diving lamps) and soldering irons (See 2.3.4.6 for details).	NO	YES	YES	NO
<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 2.3.5.15 for details).	NO	YES	NO	NO
<b>Lamps, energy efficient</b> when in retail packaging intended for personal or home use.	NO	YES	YES	NO
<b>Lithium Batteries: Security-type equipment containing lithium batteries</b> (see 2.3.2.6 for details).	YES	YES	NO	NO
<b>Lithium Batteries: Portable electronic devices 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, tablets and power banks, when carried by passengers or crew for personal use (see 2.3.5.9). Batteries must not exceed 2 g for lithium metal batteries and 100 Wh for lithium ion batteries.	NO	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 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>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 content exceeding 2 g but not exceeding 8 g.	YES	YES	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 PERSON the person. Lighter fuel and lighter refills are not permitted on one's person or in checked or carry-on baggage.  <i>Note: "Strike anywhere" matches, "Blue flame" or "Cigar" lighters are forbidden</i>	NO	ON ONE'S PERSON		NO
<b>Mobility Aids:</b> Battery-powered wheelchairs or other similar mobility devices with non-spillable <b>wet batteries or with batteries which comply with Special Provision A123 or A199</b> , (see 2.3.2.2).	YES	YES	NO	NO
<b>Mobility Aids:</b> Battery-powered wheelchairs or other similar mobility devices with <b>spillable batteries or with lithium batteries</b> (see 2.3.2.3 and 2.3.2.4 for details).	YES	YES	NO	YES
<b>Mobility Aids:</b> Battery-powered mobility aids with <b>lithium ion batteries (collapsible)</b> , lithium-ion battery must be removed and carried in the cabin (see 2.3.2.4(d) 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	NO	YES	YES	NO

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>Non-flammable, non-toxic aerosols in Division 2.2</b> , with no subsidiary risk, for sporting or home use.				
The <u>total</u> net quantity of all above mentioned articles 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.	NO	YES	NO	NO
<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 2.3.5.16 for details).	NO	YES	NO	NO
<b>Portable electronic devices containing non-spillable batteries</b> , batteries must meet A67 and must be 12 V or less and 100 Wh or less. A maximum of 2 spare batteries may be carried (see 2.3.5.13 for details).	NO	YES	YES	NO
<b>Radioisotopic cardiac pacemakers</b> or other devices, including those powered by lithium batteries, implanted into a person or fitted externally, or radiopharmaceuticals contained within the body of a person as the result of medical treatment.	NO	ON ONE'S PERSON		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 A 180 (see 2.3.5.14 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	YES	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
<b>Small lithium battery powered personal transport devices</b> , including Hover Boards, self-balancing single or multi-wheels and mini-segaways containing lithium battery having a Watt-hour rating of <b>100 Wh or less</b>	NO	YES	YES	NO
<b>Medium lithium battery powered personal transport devices</b> , including Hover Boards, self-balancing single or multi-wheels and mini-segaways containing lithium battery having a Watt-hour rating of <b>more than 100 Wh up to 160 Wh</b>	YES	NO	YES	YES
<b>High lithium battery powered personal transport devices</b> , including Hover Boards, self-balancing single or multi-wheels and mini-segaways containing lithium battery having a Watt-hour rating of <b>more than 160 Wh</b>	FORBIDDEN			

