

Conditions of carriage

General conditions of carriage (Passenger and Baggage) – Minoan Air SA

ARTICLE 1 - WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these conditions, please note that: "**We**", "**our**" "**ourselves**" and "**us**" means Minoan Air SA. having its registered office at 127 Vouliagmenis Avenue GR16674 Glyfada Athens, providing air transportation services that carry or undertake to carry passengers and their baggage

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

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

"**AUTHORISED AGENT**" means a sales agent who has been appointed by us to represent us in the sale of our air transportation services.

"**BAGGAGE**" : means all the personal property accompanying the passenger with his trip. Unless otherwise specified, it includes both checked and unchecked baggage.

"**BAGGAGE CHECK**" means baggage of which the carrier has taken custody and for which a baggage identification tag has been issued.

"**BAGGAGE IDENTIFICATION TAG**" means a document issued solely for identification of Checked Baggage.

"**BOOKING REFERENCE NUMBER**" means the code given to the passenger by the carrier to identify each reservation made and confirmed;

"**CHECKED BAGGAGE**" means Baggage of which we take custody and for which we have issued a Baggage Check.

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

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

"**CONJUNCTION TICKET**" means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage. .

"**CONVENTION**" means whichever of the following:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention

the Warsaw Convention as amended at The Hague on 28 September 1955;

the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No.2 of Montreal

(1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975);

the Guadalajara Supplementary Convention (1961);

the Montreal Convention (1999)

"**COUPON**" means a paper Flight Coupon or an Electronic Coupon, each of which entitles the named passenger to travel on the particular flight identified on it.

"**DAMAGE**" includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage to baggage, arising out of or in connection with carriage on flights we operate or other services we provide.

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

"**ELECTRONIC TICKET**" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

"**FLIGHT COUPON**" means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, it means the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

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

"**ITINERARY/RECEIPT**" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"**PASSENGER**" means any person, except members of the crew, carried or to be carried in an aircraft with our consent.

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

"**STOPOVER**" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"**TARIFF**" means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

"**THROUGH FARE**" means a single ticket for a passenger's continuous journey that involves connecting transportation on two or more flights, where baggage is checked in at departure and only collected at the ultimate destination.

"**TICKET**" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Coupons.

"**UNCHECKED BAGGAGE**" means hand luggage taken on board by the passenger.

"**WEBSITE**" means the internet site www.minoanair.com provided by us for the purpose of Passengers making online reservations.

ARTICLE 2 - APPLICABILITY

2.1 General

The ticket is evidence of a contract of carriage and forms part of the terms and conditions of this contract. The general conditions can be updated or modified by the carrier at any time. Any changes will be promptly notified by the carrier through our website.

Conditions must be examined online by the passenger or can be requested from the Call Centre before making a booking. A flight booking therefore implies full knowledge and acceptance of

the same conditions. Should a booking be made online, the passenger undertakes to print and retain the present general conditions; in the same way, the passenger undertakes to print and retain the conditions after any change is made.

2.2 Charter operations

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

2.3 Code shares

On some services we may have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket with our name or airline designator code for the flight, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.

2.4 Overriding law

Should the terms and conditions of carriage or any part of them be inconsistent with any compulsory laws and regulations, including the Convention, which apply to the contract of carriage, those laws will apply.

2.5 Conditions prevail over other regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between on the one hand these Conditions of Carriage and on the other our Flight Information available on our Website or Passenger Charter, or any other regulations we may have, these Conditions of Carriage shall prevail.

ARTICLE 3 - TICKETS

3.1 General provisions

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you will be required to produce appropriate identification.

3.1.2 Tickets are not transferable unless we agree and the applicable fee is paid.

3.1.3 Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.1.4 If you have a non-refundable Ticket (as described in 3.1.3 above) that is unused due to Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee if you advise Minoan Air's Customer Call centre and furnish evidence of such Force Majeure.

3.1.5 The Ticket is and remains at all times the property of the issuing airline.

3.1.6 You will not be entitled to be carried on a flight unless you present:

3.1.6.1 positive identification and a valid Electronic Ticket that has been duly issued in your name.

3.1.7 You shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent.

3.1.8 A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2 Replacement Tickets

3.2.1 If your Ticket (or part of it) becomes lost or mutilated or if you fail to present a Ticket containing the Passenger Coupon and all unused Flight Coupons, we will replace such Ticket (or part of it) by issuing a new Ticket, if:

3.2.1.1 You provide evidence that you had been issued a valid Ticket by us or our Authorized Agent for the flight(s) in question; and

3.2.1.2 You sign an agreement to reimburse us, up to the value of the original Ticket, for losses and/or expenses reasonably incurred by us or our Authorized Agent arising from misuse of the Ticket unless such losses/expenses result from our or our Authorized Agent's negligence.

3.2.2 We may charge you a reasonable administration fee for reissuing the Ticket, unless the loss or mutilation was due to our negligence or negligence on the part of our Authorized Agent.

3.2.3 If you cannot prove that you had a valid Ticket or you do not sign an agreement (as mentioned in Article 3.2.1.2) you may be required to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when we are satisfied that the Ticket has not been used before the expiry of its validity or if, upon finding the original Ticket before the expiry of its validity, you surrender it to us or our Authorized Agent.

3.3 Period of validity

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

3.3.1.1 one year from the date of issue; or

3.3.1.2 subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

3.3.2 If you become ill after the commencement of your journey and you are prevented from travelling within the period of validity of the Ticket, we may extend the period of validity of your Ticket until either the date when you become fit to travel; or our first available flight after such date in the class of service for which the fare has been paid from the point where the journey is resumed. You must provide us with a medical certificate stating the facts relating to your illness and confirming the date that you will be fit to travel again.

3.3.3 When the flight coupon(s) or electronic coupon remaining in the Ticket involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on the medical certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

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

3.4 Coupon sequence and use

3.4.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.4.2 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover

or final destination, without recalculation of your fare.

3.4.3 Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation.

3.4.4 Some types of changes will not result in a change of fare, but others, such as changing the place of departure (for example, if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

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

3.4.6 If you do not show up for any flight without advance notice to us, we will cancel your return or onward reservations.

3.5 Name and address of carrier

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address is: 127 Vouliagmenis Avenue GR16674 Glyfada Athens.

ARTICLE 4 - FARES, TAXES, FEES AND CHARGES AND CURRENCY

4.1 Fares

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise agreed by us. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.2 Taxes, fees and charges

4.2.1 Any applicable taxes, charges and fees imposed by government or other authorities or by the operator of an airport will be payable by you. You will be advised of any taxes, charges and fees not included in the fare when you purchase your Ticket; most of these will normally be shown separately on the Ticket. The taxes, charges and fees imposed on air travel change constantly, and can be imposed after the Ticket has been issued. If there is a subsequent increase in a tax, charge or fee shown on the Ticket, you will be obliged to pay it. Similarly, if a new tax, charge or fee is imposed even after your Ticket has been issued, you will be obliged to pay it. By the same token, should any taxes, charges or fees which you have paid us at the time your Ticket was issued be abolished or reduced, you will be entitled to claim a refund if the authorities or entities imposing these taxes, charges or fees grant us a corresponding refund..

4.3 Currency

All fares, taxes, charges and fees are payable in the currency of the country in which the ticket is issued, unless another currency is accepted by us or our Authorised Agent at the time or before payment is made (for example, in view of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.

4.4 Optional Payment Fee

When you use a credit card as a form of payment, Minoan may charge an optional fee on the ticket as long as it is not prohibited in the country in which the ticket is sold. In the booking process you are therefore obliged to select the Country correctly in which the ticket is sold as well as the correct country in which your credit card was issued.

If you select a Country in which the ticket was not sold or you select a country in which your credit card was not issued, Minoan is entitled to retroactively charge you the optional fee on the ticket as long as payment using credit cards in that Country is not legally prohibited.

ARTICLE 5 - RESERVATIONS

5.1 Reservation requirements

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

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

5.2 Payment deadline

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

5.3 Personal data

5.3.1 You recognise that personal data given to us by you may be used for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, and communicating with you in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, carriers or the providers of the above-mentioned services.

5.4 Seating

We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5 Reconfirmation of reservations

5.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done.

5.5.2 If reconfirmation is required and you fail to do so, we may cancel your onward or return reservations. We will reinstate your reservations and transport you if you notify us and there is space on the flight in the same class of fare.

5.5.3 You should check the reconfirmation requirements of any other carriers involved in your journey. Where it is required, you must reconfirm with the carrier whose Airline Designator Code appears for the flight in question on the Ticket.

5.6 Cancellation of onward reservations

If you do not show up for any flight without advising us in advance, we will cancel your return or onward reservations. However, if you advise us in advance, we will not cancel your subsequent flight reservations.

ARTICLE 6 - CHECK-IN AND BOARDING

6.1 Check-in and Boarding

6.1.1 Passengers must arrive at the airport well in advance of their flight's departure time, to allow completion of all check-in procedures. Check-in deadlines vary from airport to airport you may contact us or our authorised agent to get them.

6.1.2 On the day they travel passengers must present to the check-in a valid id or passport and their booking references. To enter another country passengers must also have with them all documents required by that country's laws.

6.1.3 It is passenger's personal responsibility to ensure that they have valid documentation, meeting the requirements of immigration and customs authorities at every destination. Before booking their tickets passengers are asked to contact the immigration authorities of the country of destination for further clarification. Should the documents produced by a passenger be invalid or should a passenger's name on the booking not match the name on the passport, the carrier will refuse boarding.

6.1.4 You agree to pay the applicable fare and/or penalties or fines whenever we are ordered by any Government or immigration authority to return you to your point of origin or elsewhere, due to your inadmissibility into a country, whether of transit or destination. In such circumstances we will not refund fares for flights with us that you are unable to fly for these reasons.

6.1.5 You must be present at the boarding gate not later than the time specified by us when you check in.

ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right to refuse carriage.

7.1.1 We may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.1.4 your possession of drugs without accompanying medical certificate;

7.1.1.5 you have refused to submit to a security check out on you or your baggage or have refused to give information to us which a government authority has asked us to provide about you;

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

7.1.1.7 you do not have or appear to have valid travel documents;

7.1.1.8 you seek or we believe that you will seek to enter a country in which you have landed as a transit passenger, or for which you do not have valid travel documents; **7.1.1.9** you destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.1.10 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a

counterfeit, or you cannot prove that you are the person named in the Ticket or you fail to present your Ticket or boarding pass or your travel documents to us when reasonably asked to do so;

7.1.1.11 you have failed to comply with the requirements set forth above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

7.1.1.12 you fail to observe our instructions with respect to safety or security;

7.1.1.13 you have made a hoax bomb threat;

7.1.1.14 you have refused to allow us to photocopy your travel documents when so requested;

7.1.1.15 you have failed to complete the check-in process by the Check-in Deadline or you fail to arrive at the boarding gate on time;

7.2 Special assistance

7.2.1 Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other persons requiring special assistance is subject to prior agreement by us or our Authorized Agent.

7.2.2 Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

7.3 Children

7.3.1 Children under five years of age may only travel if accompanied by an adult, i.e. a person aged 18 or over or aged 16 or over if they are a brother or sister of the child concerned. Children under two years of age may only travel if they are each accompanied by at least one adult.

7.3.2 Children aged between seven and twelve may only travel unaccompanied with our agreement. All children aged under twelve who are travelling unaccompanied must be registered as «unaccompanied minors». Their carriage is subject to special regulations which are available from any of our sales offices. The carriage of unaccompanied minors is subject to a supplementary fee.

ARTICLE 8 - BAGGAGE

8.1 Baggage allowance

8.1.1 You may carry onboard a certain amount of Baggage free of charge, subject to our conditions and restrictions. These conditions and restrictions are available from us or our Authorised Agents upon request, and are also shown in your ticket.

8.2 Excess baggage

8.2.1 You will be required to pay an additional fee for the carriage of Baggage in excess of the free Baggage allowance. Our excess baggage rates are available from us upon request.

If you wish to transport bulky items (such as cycles or wheelchairs), you must notify us of such intention in advance. If you fail to do so, we reserve the right to refuse carriage of such excess baggage and/or bulky items. If you wish to carry excess baggage which you wish to transport as air cargo you must notify us in advance. Acceptance or refusal to carry such excess baggage is at the discretion of the airline.

8.3 Items unacceptable as Baggage

8.3.1 You may not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property aboard the aircraft, including those items specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and our own regulations (further information is available from us on request)

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

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

8.3.2 Firearms and ammunition other than for hunting and sporting purposes may not be carried as Baggage. Firearms and ammunition for hunting and sporting purposes may only be carried as Checked Baggage. Firearms must be unloaded with the safety catch on, and must be suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations specified in 8.3.1.1) above.

8.3.3 Weapons such as antique firearms, swords, knives and similar objects may be accepted as Checked Baggage at our discretion, but may not be taken into the cabin of the aircraft.

8.3.4 Your Checked Baggage may not include any money, medication, keys, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, other identification documents or samples.

8.3.5 If, despite the above prohibitions, any items specified in 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we may not be held responsible for any loss or damage to such items.

8.4 Right to Refuse Carriage of Baggage

8.4.1 We will refuse to carry as Baggage the items described in Articles 8.3.2 and 8.3.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers.

8.4.3 We may refuse to accept Baggage for carriage

8.5 Right of search

8.5.1 For reasons of safety and security, we may request that you permit a search and scan of your person and a search, scan or X-ray of your Baggage. Your Baggage may also be searched and X-rayed in your absence. These activities are designed to determine whether you are carrying or your Baggage contains any items prohibited under 8.3.1 or any firearms, ammunition or weapons of which we have not been notified in accordance with 8.3.2 or 8.3.3.

8.5.2 If you are unwilling to comply with a search and scan of your person and/or Baggage we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes Damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

8.6 Checked baggage

8.6.1 Once you have handed your Baggage you wish to check in to us, it will become our responsibility. We will issue a Baggage Identification Tag for each piece of your Baggage which you check in. Baggage which you intend to take on board as Unchecked Baggage and which we ask you to surrender to us on boarding for placement in the cargo compartment will be regarded as Checked Baggage covered by your Baggage Check.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless this is not possible for safety, security or operational reasons. If your Checked Baggage is carried on a subsequent flight, we will deliver it to you, unless the applicable law requires you to be present for the corresponding Customs clearance.

8.7 Unchecked baggage

8.7.1 We may specify maximum dimensions and/or maximum weights for Baggage which you carry on to the aircraft. If we have not done so, any Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the aircraft's cabin. If your Baggage cannot be stored in this manner, or if it is of excessive weight or is otherwise considered dangerous, you will be asked to surrender it to us and it will be carried as Checked Baggage.

8.7.2 Objects which are not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the aircraft cabin if we conclude that the item can be carried safely and such items are properly packaged. You must give us notice and obtain our approval in advance. You may have to pay a separate charge for this service.

8.8 Collection and delivery of checked baggage

8.8.1 Subject to 8.6.3 above, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. We may charge you a storage fee if your Checked Baggage is not collected within a reasonable time. If you do not collect your Checked Baggage within three (3) months of it being made available, we may dispose of it without any liability towards you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9 Animals

Animals can be carried, subject to the following conditions

8.9.1 You must ensure that animals such as dogs, and cats, are properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit. Animals not meeting these criteria cannot be carried.

8.9.2 Any animal which we accept as Baggage, together with its container and food, will not be included in your free Baggage allowance, but will be regarded as excess baggage, for which you will have to pay the applicable fee.

8.9.3 Guide dogs accompanying visually impaired Passengers will be carried free of charge in addition to the normal free baggage allowance, subject to special regulations

8.9.4 In cases where the carriage of an animal is not subject to the liability provisions of the Convention, we may not be held liable for any injury to or the loss, sickness or death of the animal which we have agreed to carry, unless such events are attributable to gross negligence on our part.

8.9.5 We assume no liability for any animal not having all the necessary entry, exit, health and other documents relating to the animal's entry into or passage through any country. In such cases, the person accompanying the animal will be required to reimburse us for any fines,

reasonable costs, losses or compensation payments which we incur as a result of such documentary inadequacies.

8.10 Items removed by airport security personnel

8.10.1 We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations, whether or not such items are subsequently retained or destroyed by such airport security personnel or are passed by them to us.

8.11 Human remains policy

8.11.1 Human remains will not be accepted for carriage.

8.11.2 The carriage of human ashes is accepted subject to our regulations. A copy of the death certificate and cremation certificate should accompany the ashes, which must be securely packaged in an appropriate vessel and contained within the passenger's hand baggage. Handling agents should be advised that ashes are accompanying the passenger upon check in.

ARTICLE 9 - SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1 Schedules

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

9.1.2 Before we accept your reservation, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. We may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2 below.

9.1.3 We will take all reasonably necessary measures to avoid delay in carrying you and your Baggage.

9.2 Cancellation rerouting and delays

9.2.1 We will take all necessary steps to carry you and your baggage punctually. To avoid flight cancellations we may, in exceptional circumstances, arrange for a flight to be operated on our behalf by an alternative Carrier and/or aircraft.

9.2.2 Unless specified otherwise in the Convention, if we cancel a flight, fail to operate a flight reasonably according to schedule, fail to land at your final or Stopover destination or cause you to miss an onward flight for which you hold a confirmed reservation, we shall, at your option:

9.2.2.1 carry you on another of our scheduled services on which space is available without additional charge and, where necessary, with an extension of the validity of your Ticket; or

9.2.2.2 reimburse you the price of the coupon or the coupons not used by you through a refund.

9.2.2.3 refund the corresponding fare in accordance with the provisions of 10.2 below

9.2.2.4 if it is not possible to carry you to the destination shown on your Ticket within a reasonable period of time using our own services and if you do not wish a refund.

9.2.3 Unless otherwise specified by the Convention, should any of the events specified in 9.2.1 above occur, the options outlined in Article 9.2.2 are the sole and exclusive options available to you and we shall have no further liability towards you.

9.2.4 If, owing to overbooking, we are unable to provide a seat for you on a flight for which you hold a confirmed reservation, we will provide denied boarding compensation in accordance with the applicable law and our own denied boarding regulations (see Article 16).

ARTICLE 10 - REFUNDS

10.1 General

We will refund a Ticket or any unused flight coupon, in accordance with the applicable fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we will make a refund either to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment;

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

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

10.1.4 Refunds of flight tickets paid for via credit card will only be credited to the account used to pay for the tickets originally. The refund amount shall conform solely to the amount and currency specified on the flight ticket in accordance with the terms and conditions of this clause. The refund amount credited to the credit card holder's account may deviate from the amount originally paid for the refunded flight ticket thanks to conversions and fees levied by the credit card company. These deviations shall not constitute grounds for claims against us by the refund's recipient.

10.2 Involuntary refunds

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a Through Fare, the amount of the refund shall be:

10.2.2 if no Flights Coupons have been used, an amount equal to the fare paid including all taxes, fees and charges;

10.2.3 If one or more Flight Coupons have been used, we will refund at least the difference between the fare paid and the applicable Tariff for travel between the points for which the Ticket has been used. We will also refund any taxes, charges or fees you have paid for those routes in your Ticket which you have not flown.

10.3 Other refunds

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

10.3.1.1 if no Flight Coupons have been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

10.3.1.2 if one or more Flight Coupons have been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees..

10.4 Right to refund

10.4.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.

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

10.4.3 We may refuse a refund in the circumstances mentioned in Article 7.2.

10.5 Currency

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

10.6 Voluntary refunds

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its Authorized Agent in accordance with its own rules on voluntary refunds.

ARTICLE 11 - CONDUCT ABOARD AIRCRAFT

11.1 General

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.2 Payment of diversion costs

If, as a result of conduct as described in Article 11.1, we decide to divert the aircraft for the purpose of offloading you, you must pay all costs resulting from that diversion.

11.3 Electronic devices

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES

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

12.2 These Conditions of Carriage will be applicable in whole or in part to surface transportation provided by us unless we notify you otherwise.

ARTICLE 13 – TRAVEL DOCUMENTS, ENTRY REQUIREMENTS, CUSTOMS INSPECTION & SECURITY SCREENING

13.1 General

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

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

13.2 Travel documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 Refusal of entry

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4 Passenger responsible for fines, detention costs, etc.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

13.5 Customs inspection

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 Security inspection

You shall submit to any security checks by Governments, airport officials, carriers or by us.

ARTICLE 14 - SUCCESSIVE CARRIERS

Carriage to be performed by us and other carriers under one Ticket or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.5 below

ARTICLE 15 - LIABILITY FOR DAMAGE

15.1 General Provisions

15.1.1 Our own liability and the liability of each Carrier involved in your journey is subject to the liability rules of the Convention and Regulation (EC) No 2027/97 (as amended by **Regulation (EC) No 889/2002**).

15.1.2 Unless otherwise stated herein, the liability rules of the Convention shall apply.

15.1.3 If your carriage is not subject to the liability rules of the Convention, the provisions of Greek law shall apply; the following provisions shall also apply.

15.1.4 Any liability we have for Damage will be reduced or will be excluded in accordance with

applicable law by any negligence on your part which causes or contributes to the Damage or if it is caused or contributed to by third parties.

15.1.5 We will be liable only for Damage occurring during carriage on flights or flight segments where our Designator Code appears in the Ticket for the flight or flight segment concerned. If we issue a Ticket or accept Baggage for carriage by another Carrier, we do so only as agents for the other Carrier. In the case of Checked Baggage, however, you are entitled to make a claim against the first or the last Carrier.

15.1.6 If you have concluded the Contract of Carriage with another Carrier and if we carry you or if you concluded the Contract of Carriage with us and you are carried by another Carrier (Codeshare) and if damage occurred during such carriage, you may notify such damage to and claim damages either from us or the other carrier.

15.1.7 We will not be liable for Damage arising from the compliance with legal or official provisions, or for Damage arising from your non-compliance with the same.

15.1.8 Unless specified otherwise in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses, in accordance with the Convention.

15.1.9 We are not liable for any illness, injury, disability or death attributable to your existing physical condition or any deterioration in the same.

15.1.10 The contract of carriage, including these Conditions of Carriage and restrictions on liability, also applies to our Authorised Agents, our employees and our other assistants and representatives. The total amount recoverable from us and from such Authorised Agents, employees, assistants and representatives shall not exceed the amount of any liability of our own.

15.1.11 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or under applicable laws unless otherwise expressly stated in these Conditions

15.2 Damage to Baggage and delay of Baggage

15.2.1 We are liable for Damage to Checked Baggage and for delay of baggage in accordance with the Convention. If the carriage is subject to the Montreal Convention, we are liable regardless of our fault. We are not liable for checked baggage if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personnel items, we are liable if the damage resulted from our fault. In case of delay of baggage, we are not liable if we have taken all measures that could reasonably be required to avoid the damage or that it was impossible for us to take such measures. We are only liable for Damage to Unchecked Baggage if this Damage has been caused by our negligence.

15.2.2 In the case of Damage to Checked Baggage or of its delay, our liability will be limited to a maximum of 19 SDRs per kilo; and in the case of Damage to Unchecked Baggage, our liability will be limited to a maximum of 332 SDRs per passenger if the carriage is subject to the Warsaw Convention/Hague Protocol/Montreal Protocol. If we are liable in accordance with the Montreal Convention, our liability for Checked and Unchecked Baggage and for damage and/or delay of checked baggage will be limited to 1'131 SDRs per passenger.

15.2.3 The limits specified in 15.2.2 with respect to the Warsaw Convention/Hague Protocol do not apply if we caused the Damage with intent or recklessly and with knowledge that such Damage would probably result.

15.2.4 In cases in which the weight of a baggage item was not recorded when it was checked in, we will assume that the total weight of the Checked Baggage did not exceed the free baggage allowance for the class of travel concerned. If you declared the item in writing to be more

valuable than this when checking it in (and paid the appropriate additional fee), we will be liable for any Damage to this item up to the higher amount declared.

15.2.5 You are liable for damages caused by your Baggage, if they are due to your negligence. This holds true for any Damage caused by your Baggage to other persons, to the property of third parties or to our own property.

15.2.6 We are not liable for any Damage to items which cannot be surrendered as Checked Baggage in accordance with 8.3 above including fragile or perishable goods or particularly valuable items such as money, keys, medication, jewellery, precious metals, computers, electronic devices, securities or other valuables, business documents, passports, other identification papers or samples.

Our liability for any Damage to items which cannot be surrendered as Checked Baggage in accordance with 8.3 above, is limited in international transportation on routes to and from the U.S. to that allowed under the applicable convention.

15.3 Personal damage or injury

Should we be liable for your death, injury or other bodily injury.

15.3.1 We shall not invoke any limitation of liability with regard to any claim for recoverable compensatory damages arising under Article 17 of the Convention.

15.3.2 For any claims up to 113'100 SDR's we shall not avail ourselves of the defence that we or another carrier were not at fault causing the damage.

15.3.3 Unless otherwise provided in 15.3.1 and 15.3.2 above, we reserve all defences to such claims available under the Convention and the applicable national law. With respect to third parties, we also reserve all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

15.3.4 We will compensate you or your next-of-kin for the Damage actually suffered, provided such Damage is not covered by insurance policies or similar institutions which can themselves make a claim of recovery against us. We will also compensate you for moral damages in accordance with the applicable law.

15.3.5 Should you suffer an accident aboard one of our aircraft and be killed, be wounded or suffer other bodily injury, or should such an event occur aboard a flight for which we are shown as the Carrier in the document of carriage, we will make, within 15 days of determining who is entitled to compensatory damages, make an advance payment to meet immediate financial needs.

The amount of advance to be paid will be determined by the degree of damage or injury suffered. In the event of death, it will amount to 16'000 SDRs per passenger.

15.3.6 The payment of such an advance shall not constitute any acceptance of liability on our part. We may also deduct such payments from any subsequent amounts which we are required to pay as a result of any liability on our part. This advance payment will have to be repaid if it is subsequently proven that you caused or contributed to your own death or injury through your own behaviour, especially through negligence on your part, or if your death was caused or contributed to by an existing sickness or impairment. The same shall apply if the person receiving the advance payment caused or contributed to the death or injury through negligence, or has no entitlement to compensatory damages

15.4 Liability in the case of delay

If we are liable for your delay, our liability will be limited to 4'694 SDRs per passenger in accordance with the Convention. We are not liable if we took all measures that could reasonably be required to avoid the damage or that it was impossible for us to take such measures. Please

note that Art. 9 and Art. 16 of these Conditions may also apply in cases of delay

ARTICLE 16 - TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 Notice of claims

16.1.1 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

16.2 Limitations of action

16.2.1 Any right to damages shall be extinguished if an action is not brought within two years of the date of arrival at destination; or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

16.2.2 The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 17 - OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They may concern among other things: the carriage of unaccompanied minors, pregnant women, passengers with limited mobility and sick passengers; restrictions on use of electronic devices and items; and the on board consumption of alcoholic beverages.

ARTICLE 18 – COMPENSATION FOR OVERBOOKING

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

18.1 Overbooking for flights departing from an airport within the EU

For flights departing from an airport within the EU, you as a passenger have in case of over booking the rights as established in EC-Regulation 295/91. If EC-Regulation 261/2004 is applicable, your rights are subject to this regulation.

18.1.1 Should more passengers hold confirmed reservations for a particular flight than the capacity available, and should we have to refuse carriage to you as a result of such overbooking, you will receive compensation provided that:

18.1.1.1 you hold a properly-issued Ticket and we or our Authorised Agent confirmed the reservation with due regard to all applicable regulations, and

18.1.1.2 you reported to check-in within the specified time.

18.1.2 We may seek passengers willing to voluntarily forgo carriage on a flight for which they

hold a confirmed reservation in return for appropriate compensation.

18.1.3 When assigning the seats available on an overbooked flight, we will give priority to unaccompanied minors and to sick or disabled passengers. We will assign seats to the remaining passengers in the order in which they checked in for the flight. We may also establish other non-discriminatory criteria when assigning such seats.

18.1.4 If you are denied boarding on departures from an airport within the EU according to EC-Regulation 261/2004, you have the following rights:

18.1.4.1 reimbursement of the fare paid for the unused Flight Coupon or

18.1.4.2 rebooking on an alternative flight to your place of destination as stated in your Ticket on either the **first** available flight or at a later date, whichever you prefer

18.1.5 In addition to the above, if you are denied boarding, you will be entitled to compensation as follows:

Distance to place of destination	Delay in arrival at place of destination	Compensation amount
Up to 1,500 kilometres	under two hours	EUR 125
Up to 1,500 kilometres	over two hours	EUR 250
Over 1,500 kilometres	under three hours	EUR 200
Over 1,500 kilometres	over three hours	EUR 400
Over 3,500 kilometres	under four hours	EUR 300
Over 3,500 kilometres	over four hours	EUR 600

18.1.6 For flights subject to EC-Regulation 261/2004 different compensations will apply. We will compensate you for denied boarding in the national currency of the point at which boarding is denied.

18.1.8 You will receive your denied boarding compensation in the form of a cash payment.

18.1.9 In addition to the above, we will reimburse you in the event of denied boarding for:

18.1.9.1 one phone call and one telex or fax message to your place of destination;

18.1.9.2 reasonable costs for meals, except alcoholic drinks and accommodation incurred by you while waiting for carriage;

18.1.9.3 the costs of all transfers within the airport area;

18.1.9.4 the costs of all transport between the new and the original destination airport, in cases where a city or region is served by more than one airport.

18.1.10 The payment of denied boarding compensation and benefits will not limit your further statutory rights.

18.2 Exceptions

We will not be obliged to compensate you in the event of denied boarding as specified in 18.1 above if you are flying on the flight concerned free of charge or on a reduced-fare ticket which is not available either directly or indirectly to the public, or if circumstances prevail which entitle us, in accordance with these Conditions of Carriage and the relevant legal provisions, to refuse your carriage.

ARTICLE 19 – APPLICABLE LAW

The contract of carriage and its associated legal provisions are subject to Greek law, unless the application of another national law is mandatory. .

Regulation 889/2002

Liability notices:

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.

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 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.

Passenger delays

In case of passenger 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 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.

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 days, and in the case of delay within 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 aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States. Carriage by Air (Revision of Limits of Liability under the Montreal Convention) Order 2009.