

GENERAL CONDITIONS OF CARRIAGE (PASSENGERS AND BAGGAGE)

ARTICLE 1 - DEFINITIONS

Agreed Stopping Places

means those places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier's timetables as scheduled stopping places on the passenger's route.

Airline Designator Code

means two-characters or three letters which identify particular air carriers.

Authorized Agent

means a passenger sales agent who has been appointed by Carrier to represent Carrier in the sale of air passenger transportation over the services of Carrier and, when authorized, over the services of other air carriers.

Baggage

means both checked baggage and unchecked baggage, unless otherwise specified.

Baggage Check

means those portions of the ticket which relate to the carriage of the passenger's checked baggage, including a claim check issued by Carrier to be attached to the ticket.

Baggage Identification Tag

means a document issued by Carrier which is attached by Carrier to a particular piece of checked baggage for identification of such baggage.

Carriage

means carriage of passenger and/or baggage by air, gratuitously or for reward, including transportation services incidental thereto.

Carrier

includes Martinair and the air carrier, other than Martinair, issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder or undertake to perform any other services related to such air carriage, whichever is applicable pursuant to the context of the provisions of these General Conditions of Carriage.

Checked Baggage

means baggage of which Carrier takes sole custody in accordance with article 9 of these General Conditions of Carriage, and for which Carrier has issued a baggage identification tag.

Conditions of Contract

means those statements contained in, or delivered with, the ticket or paper itinerary which include a reference to notices and these General Conditions of Carriage.

Confirmed Reservation

means that the passenger has a ticket which contains a) in the case of a paper ticket, a specification of the number, date and time of the flight and the notation "OK" in the appropriate space, or; b) in the case of an electronic ticket or paperless transport document, an indication that the reservation has been registered and confirmed.

Conjunction Ticket

means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.

Convention

means whichever of the following instruments is applicable to the contract of carriage:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No 4 of Montreal (1975);
- the Convention Supplementary to the Warsaw convention, for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier, signed at Guadalajara on 18 September 1961;
- the Convention for the Unification of Certain Rules For International Carriage by Air, signed at Montreal on 28 may 1999.

Country of Departure

means the country where the place of departure as herein defined is situated.

Coupon

means both a Flight Coupon and an Electronic Coupon.

Damage

includes death, bodily injury to a passenger, damages due to delay, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

Days

mean calendar days, provided that, for the purposes of notification, the day upon which the notice is dispatched shall not be counted, and that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.

Denied Boarding

means a refusal to carry a passenger on a Martinair flight although he (1) has a Confirmed reservation on that flight, (2) holds a valid Ticket and (3) has checked in or has presented himself for check-in at the check-in desk before the latest check-in time (or for connecting passengers the minimum connecting time for that airport), as specified by Carrier, or such any other time indicated to the passenger in advance by Carrier or by its agent, or if no time is indicated, not later than 45 minutes in general and 60 minutes for check-in in USA/Canada, before the published departure time, except where there are reasonable grounds to deny the passenger boarding such as reasons of health, safety or security, or inadequate travel documentation.

Denied Boarding Compensation or DBC

means a compensation offered to the passenger in accordance with the provisions of article 20 of these General Conditions of Carriage.

Electronic Coupon

means an electronic flight coupon or other value document held in Carrier's database.

Electronic Ticket

means the paper itinerary issued by Carrier or on Carrier's behalf, the Electronic Coupons and, if applicable, a boarding document.

European Community

in articles 11, 12 and 20 of these General Conditions include the European Economic Area (EEA), and other countries upon condition only that Regulation 261/2004, either directly or indirectly, in those other countries pursuant to arrangements between those countries and the European Community.

Final destination

means the destination on the ticket presented for check-in or at the check-in desk, or, in the case of directly connecting flights, the destination of the last flight.

Flight Coupon

means that portion of the ticket issued by or on behalf of Carrier that bears the notation "good for passage" or in the case of an electronic ticket, the electronic coupon, and indicates the particular places between which passenger is entitled to be carried.

Force Majeure

means unusual and unforeseeable circumstances beyond the control of the passenger and/or Carrier, the consequences of which could not have been avoided even if all due care had been exercised, including but not limited to cases of political instability (wars, riots, airport closure, embargoes, seizure, hostilities, unsettled international conditions, government regulations), meteorological conditions incompatible with the operation of the flight concerned (floods, earthquakes, hurricanes, thick fog, severe storms, snow/runway iced cover), security risks (terrorist attacks, bomb alert, hijacking, requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage), unexpected flight safety shortcomings (e.g. mechanical failure, defective or non-functioning airport facilities such as defective navigation systems, de-icing station, congested x-ray screening check points, breakdown in airport information systems), unexpected diversions as a consequence of illness/childbirth on board and/or unruly passenger(s), epidemics, strikes that affect the operation of Carrier, air traffic management decision in relation to a particular aircraft on a particular day that gives rise to a long delay or the cancellation of one or more flights by that aircraft.

Gross Negligence

means any act or omission done recklessly and with knowledge that damage would probably result.

Incapacitated Passenger

means a passenger whose physical, medical or mental condition requires individual attention (on enplaning and deplaning; during flight; in an emergency evacuation; during ground handling) which is normally not extended to other passengers.

Martinair

means Martinair Holland N.V.

Normal Fare

means the highest fare fixed for carriage in a given class of carriage, and any other fare denominated and published as a normal fare.

Overbooked Flight

means a flight where the number of passengers holding a confirmed reservation and presenting themselves for check-in within the required time limit and as stipulated exceeds the number of available seats.

Paper Itinerary

means a document or documents Carrier issues to passengers travelling on electronic tickets that contains the passenger name, flight information and notices.

Passenger

means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

Passenger Coupon or Passenger Receipt

means that portion of the ticket which is so marked and which ultimately is to be retained by the passenger.

Place of Departure

means the airport from which travel initially commences as shown on the ticket.

Place of Destination

means the airport where the passenger reaches his ultimate stopping place as shown on the ticket.

Reservation

which is equivalent to the term "booking", means the allotment in advance of seating or sleeping accommodation for a passenger or of space or weight capacity for baggage.

Special Drawing Right or SDR

means a unit of account established by the International Monetary Fund.

Special Fare

means any fare which is not a normal fare.

Stopover

means a deliberate interruption of the journey by the passenger at a point between the place of departure and the place of destination.

Tariff Regulations

mean the published fares, charges and/or related conditions of carriage of an airline as filed with United States and Canadian authorities.

Ticket

means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by or on behalf of Carrier and including certain conditions of contract and notices, and the flight and passenger coupons or passenger receipt contained therein.

Unchecked Baggage

means any baggage of the passenger other than checked baggage.

Willful Misconduct

means any act or omission, done with intent to cause damage.

ARTICLE 2 - APPLICABILITY

1. General

a. These General Conditions of Carriage are the conditions of carriage of Martinair referred to in amongst others the ticket. Except as provided in paragraph 2 of this article, they apply to all carriage of passengers and baggage, performed by carrier for reward. Unless otherwise agreed they also apply to gratuitous carriage. These General Conditions of Carriage take precedence over the conditions of contract in the ticket. Carriage against special fares are also subject to special conditions and/or tariff regulations which in case of contradiction shall take precedence over these General Conditions of Carriage.

b. These General Conditions of Carriage shall apply to passengers travelling on a flight or a specified flight sector, pursuant to a ticket on which Martinair is designated as the carrier for such flight or a specified flight sector. Designation of Martinair as the carrier for such flight or specified flight sector constitutes prima facie evidence of the contract of carriage for that flight or specified flight sector between Martinair and the person named as passenger on the ticket.

2. Applicable and overriding law

Carriage to which these conditions apply is governed by the laws of The Netherlands. To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention and in any other treaties, applicable laws, government regulations, tariff regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

Code Shares

On some flights Martinair has arrangements with other carriers, generally known as 'code share'. This means that other airlines may operate a flight even though Martinair is mentioned in the ticket as "carrier". These General Conditions of Carriage also apply to such transportation. If such arrangement applies, Martinair will advise the passenger of the carrier operating the aircraft at the time he makes a reservation.

Effective rules

All carriage shall be subject to Carrier's General Conditions of Carriage and carrier's tariff regulations in effect on the date of issue of the ticket or, if such date cannot be ascertained, on the date of commencement of carriage covered by the first flight coupon of the (electronic) ticket.

ARTICLE 3 - TICKETS

1. Ticket prima facie evidence of contract

The ticket constitutes, provided the requirements for a valid ticket are met, prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket.

2. Requirement for valid ticket

A ticket will not be issued until the applicable fare has been paid or until credit arrangements established by Carrier have been complied with. The validity of a ticket is cancelled in case a bank or credit company charges back the payment mode. Except in the case of an electronic ticket a person shall not be entitled to be carried on a flight unless that person presents a valid ticket containing the flight coupon for that flight, all other unused flight coupons and the passenger coupon or, if issued, the passenger receipt. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or has been altered otherwise than by carrier or its authorized agent. In the case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person provides positive identification and a valid electronic ticket has been duly issued to that person.

3. Irregularities of ticket; lost or stolen tickets

In case of loss, theft or mutilation of a ticket (or part thereof) by the passenger or non-presentation thereof, upon the passenger's request Carrier will replace such ticket (or part thereof) by issuing a new ticket, provided there is evidence, readily ascertainable at the time, that a ticket valid for the flight(s) in question was duly issued and provided that the passenger signs an agreement to reimburse Carrier for any costs and losses, up to the value of the original ticket, which are necessarily and reasonable incurred by Carrier for misuse of the ticket. Carrier may charge a reasonable administration fee for this service, unless the loss, theft or mutilation was due to the negligence of the issuing carrier, or its agent. Where such evidence is not available or the passenger does not sign such an agreement, Carrier issuing the new ticket may require the passenger to pay up to the full ticket price for a replacement ticket, subject to refund if and when Carrier is satisfied that the loss or mutilated ticket has not been used before the expiry of its validity. If, upon finding the original ticket before the expiry of its validity the passenger surrenders it to Carrier issuing the new ticket, the foregoing refund will be processed at that time.

4. Ticket not transferable

A ticket is not transferable except as may be required by any locally applicable laws, in particular those of the European Community concerning package holidays. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled, if in good faith it provides carriage or makes a refund to the person presenting the ticket. Carrier reserves the right to request a passenger to identify himself with a valid identification.

5. Period of validity

A ticket issued at the normal fare is valid for carriage for one year from the date of commencement of flight or, if no portion of the ticket is used, from the date of issue thereof. A ticket issued at a special fare is valid for carriage only for the period and subject to the conditions as notified by Carrier in its tariff regulations.

6. Extension of validity

a. If a passenger is prevented from travelling within the period of validity of the ticket because Carrier:

- (1) is unable to provide space on the flight at the time such passenger requests reservation;
- (2) cancels the flight on which the passenger holds a reservation;
- (3) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
- (4) fails to operate a flight reasonably according to schedule;
- (5) causes the passenger to miss a connection;
- (6) substitutes a different class of service; or
- (7) is unable to provide previously confirmed space, the validity of such passenger's ticket will be extended until carrier's first flight on which space is

available for that passenger in the class of service for which the fare has been paid.

b. When a passenger after having commenced his journey is prevented from travelling within the period of validity of this ticket by reasons of illness, Carrier will extend the period of validity of such passenger's ticket. The extension shall be in effect until the passenger has become fit to travel or until Carrier's first flight after such date, from the place where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the ticket, or in the case of an electronic ticket, the electronic coupons, involve one or more stopovers, the period of validity of such ticket will be extended for not more than three months from the date shown on such medical certificate. In such circumstances, Carrier will extend similarly the period of validity of tickets of the passenger's spouse or of members of his immediate family accompanying an incapacitated passenger.

c. In the event of death of a passenger en route, the tickets of the persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death of the spouse or in the immediate family of a passenger who has commenced travel, the passenger's tickets and those of his immediate family accompanying the passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall be for a period no longer than 45 days from the date of the death.

7. Flight coupon sequence

- a. Carrier will honor flight coupons only in sequence from the place of departure as shown on the ticket. The passenger coupon or passenger receipt and all unused flight coupons not previously surrendered to Carrier shall be retained by the passenger throughout his journey and shall be produced and the applicable flight coupons surrendered to Carrier at Carrier's request.
- b. The ticket will not be valid and Carrier will not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his journey at any stopover or agreed stopping place.

8. Class of service

Each flight coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

ABBREVIATIONS

Carrier's name may be abbreviated in the ticket.

ARTICLE 4 - STOPOVERS

In the case of a passenger holding a ticket issued at the normal fare, stopovers within the period of validity of the ticket will be permitted at any agreed stopping place unless government requirements or tariff regulations or timetables do not permit such stopover. In the case of a passenger holding a ticket issued at a special fare, stopovers are subject to the limitations or prohibitions on stopovers as provided in tariff regulations. Additional charges for stopovers may be payable pursuant to tariff regulations.

ARTICLE 5 - FARES AND CHARGES

1. General

Fares apply only for carriage from the place of departure to the place of destination. Fares do not normally include transport service between airports and between airports and town terminals. Carrier may however, at its discretion, provide such transport without additional charge.

2. Applicable fares

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's tariff regulations, for the flight or flights indicated in the ticket from the place of departure to the place of destination, in effect for a given class of service at the place of actual commencement of the carriage on the date of payment. Upon check-in, the applicable fares and charges must have been paid.

3. Taxes and charges

Any taxes, fees and/or charges imposed by government or by municipal or other authority, or by the operator of the airport, or by Martinair, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the otherwise applicable fares and charges and shall be payable by the passenger to the extent they are not already included in the fare, even after the ticket was issued and/or after the passenger paid the ticket fare.

4. Currency

To the extent the applicable law permits, fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the

fare is published in the country of payment, the exchange rate for such payment will be the banker's buying rate of the bank, used by Carrier in this respect on the day the ticket is issued.

ARTICLE 6 - RESERVATIONS

1. Reservation requirements

- a) Reservations are not confirmed until recorded as accepted in the reservation system of Carrier or its authorized agent.
- b) Special fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

2. Ticketing time limits

If a passenger has not secured his ticket for his reservation within the time limit specified by Carrier, by either purchasing a ticket which indicates his reserved space or by having his previously issued ticket revalidated or reissued to reflect his reserved space, Carrier may cancel the reservation without notice.

3. Personal data

To the extent the applicable law permits, the passenger authorizes Carrier to retain any personal data which have been given to Carrier or its authorized agents for the purposes of making a reservation for carriage, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention/detection systems, for facilitating immigration and entry requirements, and for making such data available to government authorities such as Customs and Immigration authorities and Federal and State authorities, if they so require. Carrier is further authorized to transmit such data world wide for said purposes to its own offices, its authorized agents, other carriers, the providers of ancillary services or government authorities, in whatever country they may be located.

4. Seating

Carrier will endeavor to honour advance seating assignments. Carrier reserves the right to change such seat assignments, even after boarding of the aircraft, for operational, safety or security reasons.

5. Service charge when space not cancelled

Except in case of travel on non-refundable fares a service charge may be payable by a passenger who fails to use space for which a reservation has been made.

6. Communication charges

The passenger may be charged for any communication expenses incurred by Carrier or its authorized agent as the result of a request by the passenger in connection with his reservation or carriage other than communication expenses incurred in securing his original reservation on a flight.

7. Reconfirmation of reservations

Carrier will advise the passenger when reconfirmation of onward or return reservations is required and how and when this should be done. If Carrier requires the passenger to reconfirm reservations, failure to comply with any such requirement will entitle carrier to cancel the onward or return reservation.

8. Cancellation of onward reservations made by carrier

If a passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward and/or return reservations.

ARTICLE 7 - CHECK-IN

In order to allow completion of any government formalities and departure procedures sufficiently in advance of flight departure, the passenger has to check in or to present himself at Carrier's check-in location and boarding gate not later than the time indicated by Carrier (or contracted carrier), or if no time is indicated, at least 45 minutes or 60 minutes for check-in in the United States of America and Canada. Passengers should further be present not later than the time indicated on the boarding pass, but not later than 15 minutes before scheduled departure time at the indicated boarding gate. If the passenger fails to check in or to present himself at Carrier's check-in location or boarding gate, or appears improperly documented, Carrier is entitled to cancel the space reserved for the passenger and will not be obliged to delay the flight. . Passengers who have not reported to the boarding gate within the indicated time may be refused boarding and costs made as a result of this late arrival at the boarding gate (such as but not limited to offloading of checked baggage) may be charged to the passengers involved.

ARTICLE 8 - REFUSAL OF AND LIMITATION ON CARRIAGE

1. Carrier may refuse carriage or further carriage of the passenger and/or his or her baggage for reasons of safety and/or good order or if, in the exercise of its reasonable discretion, Carrier determines that such action is necessary:

(a) in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;

(b) because the conduct, age or mental or physical state of the passenger is, or reasonably seems to be, such as to:

- (1) require special assistance of Carrier which Carrier cannot provide;
- (2) cause discomfort or make himself objectionable to other passengers; or
- (3) involve any hazard or risk to himself or to other persons or to property;

(c) because the passenger is drunk or under the influence of alcoholic drink or drugs;

(d) because the passenger is, or appears to be in the unlawful possession of drugs;

(e) because the passenger has failed to observe any reasonable instructions of Carrier, given in order to ensure safe, efficient and comfortable carriage for all passengers or to enable Carrier otherwise to comply with its obligations towards any other passengers; (f) because the passenger has expressed himself in such a way or displayed such behaviour that doubt exists with respect to the safety to carry such a way or displayed such behaviour that doubt exists with respect to the safety to carry such person. Such expression or behaviour includes the usage of threatening, abusive or insulting language towards ground staff or crew;

(g) because the passenger has refused to submit to a security check by Carrier or by any airport or government official;

(h) because the passenger is threatening to endanger or has already endangered the safety of one or more persons, goods or the aircraft itself. Such threats include a hoax bomb threat;

(i) because the applicable fare or any charges or taxes payable has/have not been paid, or credit arrangements agreed between Carrier and the passenger have not been complied with;

(j) because the Customs and/or Immigration authority or indeed any other government authority informed Carrier (either orally or in writing) that the passenger is not allowed to travel. This includes the situation in which Carrier has received a negative travel advice regarding the passenger from such authority, for example in cases where the passenger is suspected of (intent to) drug smuggling; (k) because the passenger does not appear or remain to be properly documented; (l) because the passenger may seek to enter a country through which he may be in transit, or for which he does not have a valid entry document; (m) because the passenger may cause to destroy or lose, either deliberately or otherwise, his documentation during the flight; (n) because

(i) the ticket presented by the passenger:

- (1) appears to be invalid;
- (2) appears to have been acquired unlawfully or to have been purchased from an entity other than the issuing Carrier or its authorized agent;
- (3) has been reported lost, stolen, fraudulent or otherwise suspicious;
- (4) appears to be a counterfeit ticket;
- (5) contains any flight coupon which appears to have been altered by anyone other than Carrier or its authorized agent, or has been mutilated, in which cases Carrier reserves the right to retain such ticket; or
- (6) contains the first flight coupon for international travel which has not been used and

the passenger commences his journey at any stopover or agreed stopping place.

(ii) the person presenting the ticket cannot prove that he is the person named in the "NAME OF PASSENGER" box, in which cases Carrier reserves the right to retain such ticket.

(o) because the passenger has previously committed one of the acts or omissions referred to above, and carrier has reason to believe that such conduct may be repeated.

(p) because the Immigration/Customs authority and/or Carrier have/has notified the passenger in writing that Carrier would not at any time after the date of such notice carry the passenger on its flights, until further notice.

2. Notwithstanding any rights to compensation pertaining to a passenger to whom carriage has been wrongfully refused or who has been wrongfully removed en route, the passenger refused carriage or removed en route for any reasons specified in paragraph 1 of this article, with the exception of any of the reasons specified in paragraph 1(i), (j), (l) and (n) above, is entitled to an involuntary refund as provided hereinafter in article 12 paragraph 3.

3. Carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance shall only be performed subject to Carrier's prior consent. Women who are pregnant more than 36 weeks will not be carried; women who are pregnant between 32 and 36 weeks will only be accepted if they are in the possession of a medical statement of a physician or obstetrician.

4. Air carriage may put extra strain on the physical and/or psychological condition of certain individuals. Passengers ought to inform Carrier of these conditions if necessary and sign an indemnity form in order to exclude Carrier's liability. 5. If the passenger fails to inform Carrier of a mental or physical condition or incapacity within the meaning of article 8 paragraph 3, and as a result of that condition, Carrier diverts the aircraft to an unscheduled place of destination, Carrier is entitled to recover the reasonable costs of the diversion and other related costs from the passenger.

ARTICLE 9 - BAGGAGE

1. Items unacceptable as baggage

a. It is forbidden for passengers to carry in their baggage dangerous goods, such as:

- (1) articles, liquids or other substances which are capable of posing a significant risk to health, safety or property when transported by air, including (but not limited to) explosives, compressed gasses and or aerosoles, flammable liquids, corrosives, oxidizing materials, radioactive materials, magnets, materials that are easily ignited, poisonous, offensive or irritating substances, and any further items specified in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO) and the Dangerous Goods Regulations of International Air Transport Association (IATA) (further information on this subject is available from Carrier on request);
- (2) items of which carriage is prohibited by applicable laws, regulations or orders of any state to be flown from, to or over;
- (3) articles which in the opinion of carrier are unsuitable for carriage by reason of their character, weight, size, shape or smell;
- (4) live animals, except as provided for in paragraph 10 of this article.

b. Firearms, replica of weapons, ammunition and weapons such as antique firearms, swords, knives and similar items shall not be accepted for carriage, unless carried as cargo or checked baggage and provided Carrier's prior approval has been obtained and can be proven by passenger.

c. Additional information on prohibited items which may not be carried as hand baggage, such as pointed/edged weapons and sharp objects, blunt instruments and lighters, can be obtained from Carrier. d. Carrier shall not be liable for damage which is the result of any dangerous goods referred to in subparagraphs (a) and (b) of this paragraph; such goods are passengers sole responsibility and any damage resulting from such goods is for the account and risk of the passenger.

2. Right to refuse baggage

Carrier will refuse carriage as baggage of any item specified in paragraph 1 of this article and may refuse further carriage of any baggage on discovering that it consists of or includes any such item. Carrier has no obligation to take refused baggage and/or articles in custody. If baggage and/or articles are taken in custody other than as checked or unchecked baggage, Carrier does not accept any liability therefor, except in case of Carrier's wilful misconduct or gross negligence.

3. Right of search

Carrier may request the passenger to permit a search, x-ray, manual scan or other type of scan to be made of his person and/or his baggage, and may search or have searched the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether or not he is in possession of or whether his baggage contains any item named in paragraph 1(a) of this article or contains any arms, weapons or ammunition in respect of which paragraph 1(b) of this article has not been complied with, for tracing purposes or for reasons of safety and security, and in order to ensure that provisions in respect of baggage are complied with. If the passenger is unwilling to comply with such request, Carrier may refuse to carry the passenger or baggage. In the event an x-ray, manual scan or other type of scan causes damages to the passenger or his baggage, Carrier shall not be liable for such damages except in case of Carrier's wilful misconduct or gross negligence.

4. Checked baggage

a. Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof. Carrier will thereupon issue a baggage identification tag for each piece of checked luggage.

b. Carrier may refuse to accept baggage as checked baggage unless it is properly packed in locked suitcases or other suitable containers to ensure safe carriage with ordinary care in handling. Carrier has no obligation to take refused baggage and/or articles in custody. Carrier shall not be liable for damage to baggage and/or articles which have been taken into custody by Carrier other than as checked or unchecked baggage, unless such damage is the result of Carrier's wilful misconduct or gross negligence.

c. The passenger shall not include in checked baggage fragile or perishable items, valuable items, money, keys, jewelry, electronic equipment such as laptops, pocket computers etc., cameras, cellular telephones, silverware, negotiable instruments, business documents, securities, medications, medical documents,

passports and other identification documents or samples.

d. Prior to acceptance the passenger shall affix exterior identification to the baggage showing his family name, initials, and permanent address/place of residence. If the passenger is not willing to do so, Carrier may refuse carriage of the passenger and baggage.

e. For passengers convenience and for reasons of safety, Carrier undertakes to use reasonable efforts to carry checked baggage on the same aircraft as the passenger. Checked baggage not so carried will be subsequently delivered to the destination airport of the passenger as soon as reasonably possible. At Carrier's sole discretion it may decide to deliver the baggage at passenger's place of residence, unless applicable law or Customs and/or Airport Authorities require the passenger to be present for customs clearance.

f. If at the request of passenger carriage in accordance with the contract of carriage is not provided, and as a result, passenger's baggage must be offloaded and/or rerouted, the applicable (service) charges must be paid by passenger. g. Suitcases and/or luggage should be designated to protect its contents. In the course of normal handling suitcases and/or luggage may show evidence of wear and tear. Carrier assumes no liability for minor cuts, scratches and dents, or items that protrude from the suitcases and/or luggage, such as retractable handles, wheels, belts and feet, unless such damage is the result of Carrier's wilful misconduct or gross negligence.

5. Free baggage allowance

Depending on the baggage allowances applicable to different classes of travel, passengers may carry a certain amount of baggage free of charge. The free baggage allowance will be shown in passenger's tickets, or in the case of an electronic ticket, in the itinerary and/or receipt. Depending on the route to be flown, this amount is based either on the weight of the baggage (the "weight system") or a combination of weight, size and number of pieces (the "piece system"). More information is available at the offices of Carrier and its authorized agents, and on Carrier's website (www.martinair.com).

6. Excess baggage

- a. The carriage of baggage in excess of the free baggage allowance is subject to a charge. Details concerning this charge are available at the offices of Carrier and its authorized agents, and on Carrier's website (www.martinair.com).
- b. Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance and for which the applicable charge has been paid.

7. Excess value declaration and charge

- a. A passenger may declare a value for checked baggage in excess of the applicable liability limits. If the passenger makes such a declaration Carrier may charge a supplementary sum, which is to be paid by passenger. This sum shall be based on a tariff which is related to the additional costs involved in transporting and insuring the baggage, over and above those costs for baggage valued at or below the liability limit. The tariff shall be made available to the passenger upon request at the offices of Carrier and its authorized agents.
- b. Carrier will only accept an excess value declaration on checked baggage on its own flights.

8. Unchecked baggage

- a. Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin which is available for use by the passenger. Heavy objects should be stowed under the seat in front of the passenger, light objects may be stowed in the storage compartment. Unchecked baggage must also comply with Carrier's further regulations and must fit the maximum dimensions and the maximum weight as specified at the airport. Any instruction given by Carrier in this respect shall be followed by the passenger. Items other than the kind or in excess of a number as specified in the ticket and/or itinerary and/or by Carrier and items determined by Carrier to be of excessive weight or size or considered unsafe for any reason will not be permitted in the cabin and will further be regarded and handled as checked baggage. Due to the operation by carrier of smaller aircraft on regional flights, storage space on such aircraft is restricted. Should a journey involve one or more of such flights, the passenger may be asked to surrender (a part of) his unchecked baggage on these flight(s). This baggage will then further be regarded and handled as checked baggage.
- b. Objects which the passenger considers not suitable for carriage in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for carriage in the cabin compartment if due notice has been given in advance and permission granted by carrier. The carriage of such objects may be charged for separately.

9. Collection and delivery of baggage

- a. It is the passenger's responsibility to collect his baggage as soon as it is available for collection at places of destination or stopover. Should the passenger not collect it within a reasonable time, Carrier may charge the passenger a storage fee.
- b. Only the bearer of the baggage identification tag delivered at the time the baggage was checked, is entitled to collect his baggage.
- c. Acceptance of baggage by the bearer of the baggage identification tag without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

10. Animals

- a. Carriage of cats and dogs is subject to carrier's explicit approval upon reservation. It is contingent on the animals being properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit. Carrier reserves the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.
- b. If accepted as baggage, the animal together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.
- c. Animals, trained to assist governmental officials, rescue teams or handicapped passengers, and accompanying such officials, teams or passengers, will be carried free of charge, together with containers and food, in addition to the applicable free baggage allowance.
- d. Acceptance for carriage of all animals is subject to the condition that the passenger assumes full responsibility for such animal and the necessary permits and certificates, or the like. Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory, unless such damage has been caused by Carrier's willful misconduct or gross negligence.

ARTICLE 10 - SCHEDULES, CANCELLATION OF FLIGHTS, SUBSTITUTION

1. Except in case of Carrier's willful misconduct or gross negligence, Carrier shall not be liable for errors and omissions in timetables, in other published schedules, or on its website.
2. The passenger is responsible to provide Martinair with his contact details and/or contact address through which he may be contacted in the event of changes to the flight schedule(s).

ARTICLE 11 CANCELLATION AND/OR DELAY OF FLIGHTS

1. GENERAL Carrier will take all necessary measures to avoid delay in carrying the passenger and his baggage. In order to prevent a flight cancellation or delay, Carrier may arrange for a flight to be operated on its behalf by an alternative carrier and/or aircraft and/or means of transport.

2. SPECIAL REMEDIES FOR CANCELLATION AND DELAY OF PASSENGERS DEPARTING FROM AN AIRPORT LOCATED WITHIN THE EUROPEAN COMMUNITY The subject paragraph 2 applies exclusively to passengers departing from

an airport located in the territory of one of the countries in the European Community, who have a Confirmed Reservation on, and hold a valid ticket for a flight operated by Martinair, and have checked in or have presented themselves at the check-in desk before the latest check-in time (or for connecting passengers: the minimum connecting time for that airport) as specified by Carrier, or such any other time indicated to them in advance by Carrier or its agent, or, if no time is indicated, not later than 45 minutes or 60 minutes for airports in the United States and Canada, before the published departure time. Special remedies for cancellation apply to such passengers, as follows.

2.1 Cancellation

In case of cancellation of a flight operated by Martinair, Martinair shall offer the passenger:

(1) the choice between:

(a) reimbursement of the full cost of the unused ticket, or the unused portion(s) of the ticket known to Martinair, whichever is applicable, at the price at which it was bought, and for the portion(s) already used if the flight is no longer serving any purpose in relation to the passenger's original travel plan*, together with, when relevant, a return flight to the first point of departure of the ticket known to Martinair, at the earliest opportunity;

or;

(b) re-routing, under comparable transport conditions, to his final destination, as specified in the ticket known to Martinair, either at the earliest opportunity or at a later date at the passenger's convenience, subject to availability of seats;

and;

(2) meals and refreshments in a reasonable relation to the waiting time, two telephone calls, telex- or fax messages, or e-mails, and in the event of rerouting, when the reasonably expected time of departure is at least the day after the departure as it was planned for the cancelled flight, (hotel)accommodation and transport between the airport and such place of accommodation;

and;

(3) compensation in accordance with the following schedule:

EURO or the equivalent in local currency	For flights	If delay time at arrival point is:
125	(i) of 1,500 KM	2 hours or less
250	or less	More than 2 hours
200	(ii) within the EC of more than 1,500 KM and	3 hours or less
400	for all other flights between 1,500 KM and 3,500 KM	More than 3 hours
300	(iii) not falling under (i) and (ii)	4 hours or less
600		More than 4 hours
1 kilometer (KM) = 0,62 miles		

unless:

(i) the passenger is informed of the cancellation at least two weeks before the scheduled time of departure; or

(ii) the passenger is informed of the cancellation between two weeks and seven days before the scheduled time of departure and is offered re-routing, allowing him to depart no more than two hours before the scheduled time of departure and to reach his final destination less than four hours after the scheduled time of arrival; or

(iii) the passenger is informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing him to depart no more than one hour before the scheduled time of departure and to reach his final destination less than two hours after the scheduled time of arrival; or

(iv) the cancellation is due to Force Majeure.

* Passengers with a charter ticket should report to their touroperator for reimbursement. ** or the equivalent in local currency

2.2 Long delay

In case of delay of a flight operated by Martinair beyond its scheduled time of departure:

(a) for two hours or more in the case of flights of 1,500 kilometers or less; or

(b) for three hours or more in the case of all intra-Community flights of more than 1,500 kilometers and of all other flights between 1,500 kilometers and 3,500 kilometers; or

(c) for four hours or more in the case of all flights not falling under paragraph 2.2 (a) or (b).;

Martinair shall offer a passenger:

(1) the assistance specified in paragraph 2.1 (2); and

(2) when the delay is at least five hours, the assistance specified in in paragraph 2.1.(1) (a)

2.3 Payment

The compensation and/or reimbursement as specified in paragraph 2.1 (1) (a), 2.1 (3) and 2.2 (2) shall be paid in cash, by electronic bank transfer, bank orders or bank cheques, at Martinair's discretion, or, with the signed agreement of the passenger, in credit vouchers.

2.4 Diversion of the flight

If due to Force Majeure or safety reasons the aircraft has to divert to a place as close as possible to the place mentioned in the ticket and it cannot be expected that the flight can be resumed within a reasonable time, the flight shall be deemed to be completed and the ticket price earned.

3. REMEDIES FOR CANCELLATION AND DELAY OF PASSENGERS DEPARTING FROM AN AIRPORT LOCATED OUTSIDE THE EUROPEAN COMMUNITY

If Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination, or causes the passenger to miss a connecting flight on which the passenger holds a Confirmed Reservation, Carrier shall either: (a) carry the passenger on another of its services on which space is available in the same class of travel; (b) re-route the passenger to the destination indicated on the ticket or applicable portion thereof by its own services; or (c) at the passenger's option, make a refund in accordance with the provisions of article 12.

4. LIMITATION OF LIABILITY

Carrier's liability for damage as a result of delay and cancellation is in any event limited to the sums mentioned in article 17.

ARTICLE 12 - REFUNDS

1. General

a. If, on the part of Carrier or at the request of the passenger, carriage in accordance with the contract of carriage is not provided, refund for an unused ticket or unused portion thereof shall be made by Carrier in accordance with the following paragraphs of this article and pursuant to the relevant tariff regulations.

b. (1) Except as hereinafter provided in this paragraph, Carrier shall be entitled to make refund, upon the presentation of satisfactory proof, either to the person named in the ticket or to the person who has paid for the ticket. (2) If a ticket has been paid for by a person other than the passenger named in the ticket, and Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order. (3) Except where a passenger is not entitled to a refund, refunds will only be made on surrender to Carrier of the passenger coupon or passenger receipt and surrender of all unused flight coupons. (4) A refund made to anyone presenting the passenger coupon or passenger receipt and an unused flight coupon and holding himself out as a person to whom refund may be made in terms of subparagraphs (a) or (b) of this paragraph, shall be deemed a proper refund. A refund made to a person in accordance with this paragraph shall discharge Carrier from liability to refund and no other person shall be entitled to claim any further refund in respect of the same ticket. (5) A ticket issued at a special fare is valid for refund subject to the conditions as set forth in the applicable tariff regulations.

2. Involuntary refunds

If, pursuant to article 11 paragraph 2, Carrier cancels a flight, fails to operate a flight reasonably to schedule, fails to stop at a place to which the passenger is destined or ticketed to stop over, is unable to provide previously confirmed space, causes the passenger to miss a connecting flight on which the passenger holds a reservation, or refuses carriage under conditions as mentioned in Article 8, paragraph 1 (except subparagraphs 1(i), (j), (l) and (n), the amount of the refund shall be: (1) if no portion of the ticket has been used, an amount equal to the fare paid; (2) if a portion of the ticket has been used, the refund will not be less than the difference between the fare paid and the applicable fare for travel between the places for which the ticket has been used.

3. Voluntary refunds

If the passenger wishes a refund of his or her ticket for reasons other than those set out in paragraph 2 of this article, the amount of the refund shall be: (1) if no portion of the ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees; (2) if a portion of the ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the places for which the ticket has been used, less any applicable service charges or cancellation fees.

4. Refund of lost or stolen tickets

a. If a ticket or portion thereof is lost or stolen upon furnishing Carrier with satisfactory proof of the loss or theft and upon payment of a reasonable administration charge, refund will be made as soon as practicable after expiration of the validity period of the ticket, on condition that: (1) the lost or stolen ticket, or portion thereof, has not been used, previously refunded or replaced, and (2) the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay Carrier the amount refunded in the event and to the extent that the lost or stolen ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

b. The amount of the refund for lost or stolen tickets shall be the difference between the total amount paid for the carriage, including any replacement ticket, and the fare for the carriage actually used.

c. No refund for a lost or stolen ticket will be made within a two month period after issuance of the original ticket.

5. Involuntary downgrading

In the event a passenger has involuntarily been downgraded, the refunded amount will be established as follows: (a) for passengers departing from an airport located in the European Community:

(i) 30% of the price of the ticket for all flights of 1,500 kilometers or less; or

(ii) 50% of the price of the ticket for all intra-Community flights more than 1,500, except flights between the European territory of the Member States and the French overseas departments, and for all flights between 1,500 and 3,500 kilometers, or; (iii) 75% of the price of the ticket for all flights not falling under article 12 paragraph 5 (a) (i) and (ii), including flights between the European territory of the Member States and the French overseas departments. (b) For all other passengers: (i) in case on the stretch where downgrading occurs, a normal one way and return adult fare for Economy-class exists, the refund shall be the difference between the Star-class fare and the Economy-class fare for the stretch and the type of flight concerned; (ii) in case on the stretch where the downgrading occurs, no normal one way adult fare for Economy-class exists, the refund shall be: - for European stretches 15% of the local Economy-class fare for the stretch and the type of flight concerned; - for stretches in other parts of the world, 15% of the local Star-class fare for the stretch and the type of flight concerned. The refunds paid in accordance with this paragraph 5 are based on the price of the ticket known to Martinair and shall be paid in cash, by electronic bank transfer, bank orders or bank cheques, at Martinair's discretion, or, with the signed agreement of the passenger, in credit vouchers.

6. Right to refuse refund

a. Carrier is entitled to refuse a refund when application therefore is made later than thirty (30) days after the expiration date of the ticket or miscellaneous charges order (MCO) and a portion of the ticket has been used.

b. Carrier may refuse refund on a ticket which has been presented to Carrier or to Government officials of a country as evidence of intention to depart therefrom, unless it is established that the passenger has permission to remain in the country or that he will depart therefrom by another carrier or another means of transport.

7. Currency

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency.

8. By whom ticket refundable

Refunds will be made only by the Carrier which originally issued the ticket or by its agent if so authorized.

ARTICLE 13 - CONDUCT ABOARD AIRCRAFT

1. The conduct of the passenger on board of the aircraft must be such that, in Carrier's reasonable opinion, he does not endanger or threaten to endanger one or more persons or goods or the aircraft. The passenger must, in Carrier's reasonable opinion, not obstruct the crew in the performance of its duties and must comply with any instruction of the crew given in order to ensure the safety of the aircraft and/or the safe, efficient and comfortable transportation of the passengers. The passenger must, in Carrier's reasonable opinion, refrain from behaving in such a manner to which other passengers may reasonably object.

2. For safety reasons, Carrier may forbid or limit operation aboard the aircraft of electronic equipment, including cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies etc., except that hearing aids and heart pacemakers may be used.

3. On board of the aircraft the passenger shall not be under such influence of alcoholic beverages or drugs or such other substances that he could possibly endanger or threaten to endanger one or more persons or goods or the aircraft itself or conducts himself in such way that the other passengers could reasonably object thereto. Consumption of any alcoholic beverages carried into the aircraft by a passenger is prohibited. Carrier may limit or discontinue the service of alcoholic beverages to passenger at its own discretion in order to maintain the good order and discipline on board the aircraft and confiscate alcoholic beverages and/or drugs carried by the passenger.

4. It is strictly prohibited to carry drugs of any kind and/or use the same on board the aircraft. Carrier will report any possession or use to the relevant authorities at the next Stopover or Place of Destination.

5. Carrier may prohibit all smoking on board. Smoking in the lavatories is considered to endanger the safety of the aircraft and as a consequence thereof a criminal offence. Carrier will report these offences to the relevant authorities at the next Stopover or Place of Destination.

6. Under Article 96 Dutch Civil Air Navigation Regulation and Article 6 Tokyo Convention, the aircraft commander (and under delegation the crew) is authorized to take the necessary measures in order to ensure the safety of the flight. The commander is also authorized, to take all measures required in such situation and that he reasonably deems necessary to prevent conduct such as described in this article 13. Such measures may include restraint in order to ensure the order and discipline on board and to enable Carrier to report persons disturbing the order on board or endanger the safety of the flight to the local authorities, disembarkation of the passenger, refusal of onward carriage of the passenger at any point and reporting the passenger to the local authorities for offences committed on board of the aircraft.

7. If the passenger fails to comply with the provisions of this article and article 8 paragraph 1 or acts otherwise in conflict with his obligations, Carrier reserves the right to institute legal proceedings and to claim damages.

8. If as a result of passenger's behaviour, Carrier diverts the aircraft to an unscheduled place of destination, passenger must pay to Carrier the reasonable and proper costs of such diversion.

9. Passengers should be properly dressed on board, meaning in such a way that others can not reasonably object to their clothing. For the avoidance of doubt not properly dressed is considered: having the upper body not reasonably covered up, swimming outfit, and the likes.

ARTICLE 14 - ARRANGEMENTS BY CARRIER

1. Liability

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services, Carrier shall have no liability to the passenger except for negligence on its part in making such arrangements.

2. Transfer services

Carrier does not as a general rule maintain, operate or provide transfer services between airports or between airports and town centers. Carrier is not liable for transfer services provided by third parties not designated by Carrier. In cases where carrier itself maintains and operates for its passengers transfer services, these General conditions of Carriage shall apply to such services. Applicable charges for the use of transfer services maintained and operated by Carrier itself shall be payable by the passenger.

3. Rail carriage

Rail carriage from or to Amsterdam Airport Schiphol (The Netherlands) shall only be offered by Martinair as agent, even if such carriage is named on the ticket under MP-designator code. Martinair shall not be liable for any damage, also including but not limited to loss, delay and non-performance, occurred during the period of carriage by rail. Martinair may only be held liable as agent. The liability of Martinair as agent is in any event limited to the price of the ticket with regard to the relevant flight.

4. Additional services As a general rule meals served in the aircraft will be free of charge. A separate charge may be payable for liquor and the provision of in-flight services and any other additional services provided on board the aircraft or in the course of any of the operations of embarking and disembarking. Carrier will use its best endeavors to comply as far as possible with special requirements in respect of meals or beverages but is not answerable for any failure to do so.

ARTICLE 15 - ADMINISTRATIVE FORMALITIES

1. General

The passenger is responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which he transits. Carrier shall assist in verifying the required travel documents but 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.

2. Travel documents

On request the passenger shall present to Carrier or its employees, agents or representatives all identification, exit, entry, health and other documents required by laws, regulations, orders, demands or travel requirements of the countries concerned and permit Carrier to take and retain copies thereof or otherwise to retain the data contained in the relevant documents. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or travel requirements or whose documents do not appear to be in order or who does not permit Carrier to take and retain copies thereof or otherwise retain the data contained in the relevant documents.

3. Refusal of entry

The passenger agrees to pay the applicable fare whenever carrier, on Government order, is required to return a passenger to his place of departure or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of carrier. The fare collected for carriage to the place of refusal of entry or deportation will not be refunded by carrier. For reasons of safety and good order the captain and/or the escorting police officer may hold the relevant travel documents of the passenger under its custody during the flight to his place of departure or elsewhere.

4. Passenger responsible for fines, detention costs etc.

If carrier is required to pay or deposit any fine, penalty or security or incurs any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage or any funds of the passenger in the possession of carrier or may refuse carriage if the passenger does not reimburse Carrier for payments so made or expenditure so incurred. Information in respect of government laws, regulations, orders or requirements which may result in carrier making such payments or incurring such expenditure shall be supplied on request to the best of carrier's knowledge but, except in case of its wilful misconduct or gross negligence, Carrier does not accept any liability in respect of information so supplied.

5. Customs inspection

If required, the passenger shall attend inspection of his baggage, delayed and/or undelayed, checked and/or unchecked, by customs or other Government officials and shall give all requested assistance. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement. If damage is caused to Carrier as a result of the passenger's failure to comply with this requirement, or as a result of the passenger permitting Carrier to have the customs inspection performed on passenger's behalf, the passenger shall indemnify Carrier for such damage.

6. Government regulations

Carrier shall not be liable for any loss or damage on the part of the passenger, and Carrier believes or may reasonably believe that carriage of the passenger would be in contravention of government regulations, demands, orders, requirements or any other applicable law. This paragraph does not apply in the event of wilful misconduct or gross negligence on the part of Carrier.

ARTICLE 16 - SUCCESSIVE CARRIERS

1. Carriage to be performed by several successive carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation for determining the application of the Convention to the transportation.
2. Where Martinair is the issuing carrier or the first carrier designated in the ticket or in any conjunction ticket involving carriage by successive carriers, Martinair shall not be liable for those parts of the journey performed by other carrier(s).

ARTICLE 17 - LIABILITY

1. General

(a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention, even where such carriage is not international carriage to which the Convention mandatorily applies, except for carriage by train. The liability

(b) Carrier's shall be liable only for recoverable compensatory damages for proven losses and costs. Carrier shall not be liable for indirect, incidental or consequential damages unless such damage has been caused by Carrier's willful misconduct or gross negligence. In respect of any damage, howsoever caused, the provisions of the Convention shall be applied without change,

except where these conditions expressly provide otherwise.

(c) If Carrier proves that the damage was caused or contributed by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, Carrier's shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. This paragraph applies to all the liability provisions in these Conditions of Carriage, including article 17, paragraph 2 (a) below.

(d) Carrier is liable only for damage occurring on its own flight. A carrier issuing a ticket or checking baggage over the lines of another carrier does so only as agent for such other carrier. Provisions in respect to liability in case of successive carriage are laid down in article 16.

(e) Carrier is not liable for any damage arising from its compliance with any laws or government regulations, orders, demands or requirements, or from failure of the passenger to comply with the same.

(f) Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, servants and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, servants and representatives. The aggregate amount recoverable from carrier and from such agents, servants, representatives and persons shall not exceed the amount of Carrier's limits of liability.

(g) Unless expressly provided otherwise, nothing herein contained shall waive any exclusion or limitation of liability of carrier under the Convention or applicable laws.

2. Damages for personal injury or death

(a) Carrier shall be liable for proven damage sustained in case of death or bodily injury of a passenger upon conditions only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking. (b) For damages arising under article 17 paragraph 2 (a) not exceeding 100,000 SDR's for each passenger Carrier shall not exclude or limit its liability. However, Carrier remains entitled to invoke article 17 paragraph 1 (c). Carrier shall not be liable for damages arising under article 17 paragraph 2 (a) not exceeding 100,000 SDR's if Carrier proves that: (1) such damage was not due to the negligence or other wrongful act or omission of Carrier or its servants or agents; or (2) such damage was solely due to the negligence or other wrongful act or omission of a third party.

(c) If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself, Carrier shall not be liable for personal damages as illness, injury, disability or death, or any aggravation of such illness, injury or disability provided such personal damages are attributable to such condition.

(d) Martinair shall without delay, and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

(e) Without prejudice to paragraph 17.2(d), an advance payment to the natural person entitled to compensation shall not be less than the equivalent in Euro of 16,000 SDR's per passenger in the event of death.

(f) An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of the liability of Martinair, but is not returnable, except in the cases described in Article 17 paragraph 1 (c) or in circumstances where it is subsequently proved that the natural person entitled to compensation who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

3. Damage to baggage

(a) The liability of Carrier in case of destruction or loss or damage to checked and unchecked baggage,

irrespective whether the Convention is mandatorily applicable or not, is limited to 1,000 SDR for each passenger.

(b) This limit of liability does not apply: (1) when it is proven that the damage resulted from an act or omission of Carrier, his servants or agents done with intent to cause damage or recklessly and with knowledge that damage would probably result, provided that in the case of such act or omission of a servant or agent, it is also proven that he was acting within the scope of his employment.

(2) in case the passenger had made, at the time when the checked baggage was handed over to the Carrier, a special declaration of interest in delivery at destination in accordance with article 9 paragraph 7. In that case Carrier will be liable to pay a sum not exceeding the declared sum, unless Carrier proves that the sum is greater than the passenger's actual interest in delivery at destination. (c) Carrier shall not be liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the checked baggage. Carrier will tag such baggage and deliver to the passenger a 'limited release tag' giving particulars on the defect, quality or vice of the checked baggage.

(d) Carrier is only liable for damage to unchecked baggage, including personal items, if such damage has been caused by the fault of Carrier. Carrier is only then liable in respect of damage to items of baggage as specified in Article 9, paragraph 4(c) of these General Conditions, which are included in the passenger's checked baggage, if such damage is caused such damage by Carrier's wilful misconduct or gross negligence.

(e) Carrier is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage, unless Carrier caused such damage by its wilful misconduct or gross negligence. Any passenger whose property, whether or not contained in baggage, causes damage to another passenger or his baggage or to any property of Carrier shall indemnify carrier for all losses and expenses incurred by Carrier as a result thereof.

(g) Carrier may limit its liability for checked baggage if the same in the reasonable judgement of carrier is fragile, perishable, damaged, checked-in late, inadequately packed etc. by tagging such baggage and delivering to the passenger a "limited release tag" giving particulars on the carrier's limitation of its liability with respect thereto.

(h). In case of damage to baggage the passenger shall fill out a Property Irregularity Report (P.I.R.) or comparable form used by Carrier to report his claim, immediately upon arrival. In case no such form shall be filled out at such time, any damage shall be assumed not to have been incurred during the carriage, subject to proof of the contrary.

4. Damage as a result of delay and cancellation

(a) The liability of Carrier in respect to damage occasioned by delay and/or cancellation in the carriage by air of passenger shall be limited to 4,150 SDR's for each passenger.

(b) The liability of Carrier in respect to damage occasioned by delay and/or cancellation in the carriage by air of baggage shall be limited to 1,000 SDR's for each passenger. To this limit article 17 paragraph 3 (c) shall be applicable. (c) Notwithstanding the provisions of subparagraphs (a) and (b) of this paragraph, Carrier shall not be liable for damage occasioned by delay if Carrier proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

ARTICLE 18 - TIME LIMITATION ON CLAIMS AND ACTIONS

1. (a) No action shall lie in the case of damage to baggage (other than damage due to delay) unless the person entitled to delivery complains to Carrier at the latest, within 7 days from the date of receipt. No action shall lie in the case of damage due to delay of baggage unless the person entitled to delivery complains to Carrier at the latest within 21 days from the date on which the baggage has been placed at his disposal.

b. Every complaint must be made in writing and dispatched forthwith after discovery of the damage or delay and at the latest within the time limits aforesaid.

2. Any right to damages shall be extinguished if a legal action is not brought within 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

ARTICLE 19 - CHARTER CARRIAGE

1. Charter carriage includes carriage by an "operating carrier", who, by virtue of authority from the "contracting carrier", performs the whole or part of the carriage pursuant to a charter agreement, and carriage which is performed by an "operating carrier" in connection with package travel, package holidays and package tours pursuant to EC directive 90/314, whichever is applicable. The "contracting carrier" in this respect is the charterer or touroperator who as a principal enters into an agreement for carriage with the passenger. (charterer or touroperator) and is subject to the charter agreement.

2. Charter Ticket includes a package tour ticket, and means a ticket issued pursuant to a charter agreement or a package tour agreement, whichever is applicable.

3. Charter carriage is subject to the terms and conditions of the applicable charter agreement to which these General Conditions of Carriage also apply.

4. The following aforementioned articles do not apply to charter carriage:

- article 3, paragraphs 1, 3, 5, 6 and 7;
- article 4;
- article 5, paragraph 2;
- article 6, paragraphs 1, 2, 5 and 7;
- article 12.

5. Charter tickets shall not be valid unless the charter price, including, if applicable, taxes, levies, charges, increases and the like have been paid for by the 'contracting carrier' or until credit arrangements established by the operating Carrier have been complied with. These tickets are in principle non-refundable and non-endorsable. If refunds are made, they shall only be made to the touroperator, pursuant to the terms of the applicable charter agreement.

6. Charter tickets are only valid for carriage on the dates indicated on the ticket coupons. Subject to seat availability, changes in the departure or return date are possible, provided that the applicable fee is paid for. Other conditions, as stated in the ticket, may apply.

7. Charter Tickets have conditions which limit and/or exclude the passenger's right to make, change, or cancel reservations. Tickets in respect of a package tour pursuant to EC directive 90/314 can only be used for arrangements subject to the rules concerning "all inclusive flights".

ARTICLE 20 - DENIED BOARDING COMPENSATION ("DBC")

1. Rules for denied boarding

Martinair undertakes to use reasonable efforts first to call for volunteers being prepared to surrender their confirmed reservation in exchange for an agreed compensation with Martinair. Martinair shall also take into consideration the interests of passengers who must be given boarding priority for legitimate reasons, such as unaccompanied minors, passengers with reduced mobility and those accompanying them. A written notice setting out the rules for compensation and assistance shall be provided to the passengers concerned.

2. Compensation in case of denied boarding of passengers departing from an airport located in the European Community

This paragraph 2 applies to passengers, departing from an airport located in the territory of one of the countries in the European Community, and who have been Denied Boarding on a specific Martinair flight.

2.1 Voluntary denied boarding

(1) Martinair shall offer to a passenger who is voluntarily denied boarding pursuant to paragraph 1 the choice between:

(a) Reimbursement of the full cost of the unused ticket, or the unused portion(s) of the ticket known to Martinair, whichever is applicable, at the price at which it was bought, and for the portion(s) already used if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure of the ticket known to Martinair, at the earliest opportunity; or;

(b) Re-routing, under comparable transport conditions, to the passenger's final destination, as specified in the ticket known to Martinair, pursuant to which the passenger was denied boarding, either at the earliest opportunity or at a later date at the passenger's convenience, subject to availability of seats.

2.2 Involuntary denied boarding

(a) Martinair shall offer to a passenger who is involuntarily denied boarding the choices as set out in paragraph 2.1

(b) Irrespective of the passenger's choice, Martinair shall, in addition and subject to the restrictions in paragraphs 2.4, 2.5 and 4, immediately after boarding has been denied, pay DBC, in accordance with the following schedule:

EURO or the equivalent in local currency	For flights	If delay time at arrival point is:
125 250	(i) of 1,500 KM or less	2 hours or less More than 2 hours
200 400	(ii) within the EC of more than 1,500 KM and for all other flights between 1,500 KM and 3,500 KM	3 hours or less More than 3 hours
300 600	(iii) not falling under (i) and (ii)	4 hours or less More than 4 hours

2.3 The passenger shall receive, free of charge: meals and/or refreshments in a reasonable relation to the waiting time, two telephone calls, telex- or fax messages, or e-mails, and in the case an overnight stay or a stay additional to that intended by the passenger becomes necessary,

(hotel)accomodation and transport between the airport and such place of accomodation.

2.4 The distances referred to in paragraph 2.2 (b) shall be measured by the great circle route method. In determining the distance, the basis shall be the last destination at which the denial of boarding will delay the passenger's arrival after the scheduled time.

2.5 The compensation and/or reimbursement as specified in this paragraph 2 shall be paid in cash, by electronic bank transfer, bank orders or bank cheques, at Martinair's discretion, or, with the signed agreement of the passenger, in credit vouchers.

3. Compensation in case of denied boarding of passengers departing from an airport located outside the European Community(Exception USA see below)

This paragraph 3 applies to passengers, departing from an airport located outside the territory of the European Community, and who have been Denied Boarding on a specific overbooked Martinair flight.

3.1 Voluntary denied boarding

Martinair shall offer to a passenger who is voluntarily denied boarding pursuant to paragraph 1 the choice between:

- (a) Reimbursement without penalty of the cost of the for the part of the journey not made, or
- (b) Re-routing to his place of destination at the earliest opportunity, or
- (c) Re-routing at a later date at the passenger's convenience, subject to availability of seats.

3.2 Involuntary denied boarding Martinair shall offer to a passenger who is involuntarily denied boarding the choices as set out in paragraph 3.1 and pay compensation in accordance with the following schedule:

EURO or the equivalent in local currency	For flights	If delay time at arrival point is:
50 75	of less than 3,500 KM	of less than 3,500 KM
75 150	of more than 3,500 KM	of more than 3,500 KM
		2 hours or less More than 2 hours 4 hours or less More than 4 hours

3.3 At the discretion of Martinair, reasonable incurred by the passenger for accommodation, meals, transmission of private messages, and the like while awaiting substitute transportation as a result of involuntary denied boarding, will be borne by Martinair.

3.4 The compensation in paragraph 3.2 will be based on the stretch on which the passenger was involuntary denied boarding and on any consecutive stretch(es) on the ticket which the passenger will miss as a consequence of the involuntary denied boarding, provided the passenger holds a Confirmed Reservation for such stretch(es).

3.5 The amounts in paragraph 3.2. will be paid regardless of the class of service for which the passenger holds a reservation. The compensation shall never exceed the price of a ticket in the appropriate class of service for the stretch between the airport where boarding is denied, and the place of destination.

4. No compensation or DBC

Compensation or DBC will not be offered by Martinair to the passenger in amongst others the following situations:

- (1) carriage is denied because a government has requisitioned all or part of the passenger carrying capacity of aircraft operated by Martinair; (2) the passenger is travelling free or at a reduced fare which is not available to the general public.

5. NOTICE COMPENSATION FOR DENIED BOARDING FOR FLIGHTS FROM THE USA

If you have been denied a reserved seat on MARTINAIR HOLLAND, you may be entitled to monetary compensation. This notice explains the airline's obligation and the passenger's rights in the case of an oversold flight, in accordance with regulations of the U.S. Department of Transportation (DOT).

A. VOLUNTEERS

If a flight is oversold (more passengers hold confirmed reservations than there are seats available) no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservation willingly, in exchange for payment of the airlines' choosing.

B. BOARDING PRIORITIES

If there are not enough volunteers, other passengers may be denied boarding involuntarily, in the following boarding priority of Martinair:

1. Airline or travel industry related employees traveling on a reduced or concessional fare basis.
2. Passengers whose names do not appear in Martinair reservation records
3. Passengers paying less than the full published Economy Class fare.
4. Passengers paying the full published Economy Class fare.

The following passengers normally will not be denied boarding:

1. Unaccompanied Minors.
2. Physically handicapped and other passengers requiring special attention.

Notwithstanding the above stated priorities, passengers holding confirmed reservations will be accommodated on a "First Come-First Serve" basis.

C. COMPENSATION FOR INVOLUNTARILY DENIED BOARDING

If you are denied boarding, you are entitled to a payment of "denied boarding compensation" from Martinair unless:

1. You have not fully complied with the airline's ticketing, check-in and reconfirmation requirements, or you are not acceptable under the airline's usual rules and practices filed with the DOT, OR
2. The flight is canceled, OR
3. The government requisitions space, OR
4. A smaller capacity aircraft was substituted for safety or operational reasons, OR
5. The airline is able to place you on another flight or flights that are planned to reach your next stopover point or final destination within one hour of the scheduled arrival of your original flight.

D. AMOUNT OF DENIED BOARDING COMPENSATION

The payment must be equal to the sum of the value (including any surcharges and air transportation tax, minus any applicable discount) of the remaining ticket coupons, including connecting flights, to your destination or the first 4-hour stopover point, to a maximum of \$200.00 (USD).

However, if Martinair cannot arrange alternate transportation accepted by you which, at the time of arrangement, is planned to arrive at your next scheduled stopover or destination within 4 hours after the originally scheduled arrival time, the compensation is 200 percent of the sum of the value of the remaining ticket coupons, including connecting flights, to your destination or the first 4-hour stopover point, to a maximum of \$400.00 (USD).

Carrier may, at the passenger's option, provide a credit voucher for future transportation on Martinair instead of monetary compensation. The credit issued will be for a value equal or greater than the monetary compensation due to the passenger. The credit voucher is non-transferable, has no refund value and may be voluntarily rerouted or reissued by Martinair only.

E. METHOD OF PAYMENT

If you qualify for denied boarding compensation, Martinair will give you payment by check, MCO, voucher or cash for the amount specified, on the day and place the involuntary denied boarding occurs. However, if Martinair arranges alternate transportation that departs before the payment can be made, the compensation will be sent to you within 24 hours.

F. PASSENGER'S OPTIONS

Acceptance of the compensation or credit voucher relieves Martinair from any further liability caused by its failure to honor your confirmed reservation. However, you may decline the compensation and credit voucher and seek to recover damages in a court of law or in some other manner.

6. Discharge

Acceptance of DBC relieves Martinair from any further liability in connection with the denied boarding. However, if the passenger has not voluntarily given up his seat, any further liability of Martinair in connection with the denied boarding shall be limited to the remedies available under the applicable law. Amsterdam Airport, August 2005

REGULATION (EC) No. 889/2002 Art. 6.1 NOTICE

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 100,000 SDRs (approximately EUR 123,000) 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 (approximately EUR 20,000).

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 4,150 SDRs (approximately EUR 5,100).

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 1,000 SDRs (approximately EUR 1,230).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately EUR 1,230). 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. This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

REGULATION (EC) No. 889/2002 Art. 6.2 NOTICE Limits of liability

The applicable limits of liability for your journey on a flight by **Martinair** are as follows:

1. There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;
2. In the case of destruction, loss of, or damage or delay to baggage, 1,000 Special Drawing Rights (approximately EUR 1,230) and, if the value of your baggage is greater than this limit, you should inform the carrier at check-in or ensure that it is fully insured prior to travel;
3. In the case of delay to your journey, 4,150 Special Drawing Rights (approximately EUR 5,100).

If your journey also involves carriage by other airlines, you should contact them for information on their limits of liability. This notice conforms to the requirements of European Community Regulation (EC) No. 889/2002 Article 6.2.