

General Conditions of Carriage for Passengers

DreamJet SAS is a simplified company limited by shares with a single shareholder, whose registered offices are at 53, avenue Jean Jaurès, 93350 Le Bourget and which is entered in the register of commerce and companies of Bobigny under no. 798 090 627 (referred to hereinafter as '**DreamJet**'), whose corporate objective is to operate an airline under the name of 'La Compagnie.'

The purchase of an airline Ticket from DreamJet establishes a right to carriage for the user of the ticket to travel on a Flight operated by DreamJet or one of its partners. This right to carriage is subject to specific contractual conditions associated with the Ticket, applicable Fares, and the present General Conditions of Carriage, as well as the rules and regulations set out by DreamJet or any code-share partner carrying out the service.

Article 1 - Definitions

Within these General Conditions of Carriage, the following terms are used with the meanings given below (both in the singular and plural forms):

Airline Designator Code: means the code issued by the International Air Transport Association (IATA) comprising two letters or one letter and one number which identifies a specific airline company.

Airline Regulations: means specific regulations established by the Airline in relation to, among other things, unaccompanied children, reduced mobility passengers, pregnant women, sick passengers, transport of animals, restrictions on the use of electronic devices on board the aircraft, ban on smoking, alcohol consumption on board, articles forbidden in baggage and limitations on dimensions, size and weight of baggage.

Airline: means DreamJet or any other airline whose Designator Code appears on the Ticket or on a Conjunction Ticket.

Authorized Agent: means an agent that is authorized by the Airline to represent the Airline in the sale of air carriage Tickets to Passengers for its air transport services.

Baggage: means the personal items that accompany Passengers during their Flight. Except as otherwise provided for, this term includes both Checked Baggage and Unchecked Baggage.

Baggage Check: means the portion of the Passenger Ticket relating to the carriage of Checked Baggage.

Baggage Identification Form: means a form issued to the Passenger for the purpose of identifying each Checked Baggage.

Checked Baggage: means Baggage of which the Airline has agreed to take custody of and for which a Baggage Identification Form and/or a Baggage Check has been issued. Such Checked Baggage is transported in the baggage hold of the aircraft.

Check-in Deadline: means the time limit designated by the Airline by which

Passengers must have carried out their check-in for the Flight and be in possession of their boarding card or electronic equivalent.

Code Share: means a flight operated by an airline (*i.e.*, the operating carrier) with which the Contracting Airline (*i.e.*, the marketing carrier) has associated its Designator Code.

Conjunction Ticket: means a Ticket issued to the Passenger in conjunction with another Ticket, which together constitute a single contract of carriage.

Connecting Flight: means a Flight taken subsequent to the Flight made from the point of origin for the continuation of the journey on the same Ticket or on a Conjunction Ticket.

Consumer: means an individual who has purchased a Ticket to travel on the Airline.

Convention: means, as applicable, one of the following conventions as well as any other convention modifying or replacing the below-mentioned:

- The Convention for the unification of certain rules relating to international carriage by air, signed in Warsaw on October 12, 1929 (referred to hereinafter as The Warsaw Convention);
- The Convention for the unification of certain rules relating to international carriage by air, signed in Montreal on May 28, 1999 (also called the Montreal Convention).
- The Guadalajara Supplementary Convention, of 18 September 1961.
- The Hague Protocol of September 28, 1955 and the Montreal Protocols 1, 2, and 4 (1975), which amended the Warsaw Convention.

Coupon: means a paper Flight Coupon and/or an Electronic Flight Coupon, each of which bears the name of the Passenger who is to take the Flight identified on the Coupon and grants the Passenger the right to travel on a specific Flight indicated on the Coupon.

Damage: includes death, bodily injury, physical harm, total or partial material or financial loss, theft or any other Damage or delay in relation to baggage, arising due to air carriage, or that is in direct connection herewith or with other services carried out by the Airline or subcontractors in relation to air transport or to any delay suffered by the Passenger.

Days: means the days of the week as may be specified.

Electronic Flight Coupon: means an electronic Flight Coupon for an E-Ticket stored by the issuing Airline in its computerized reservation system.

E-Ticket: means the Travel Memo and Receipt, Electronic Flight Coupon or any other boarding document that is electronically delivered to the Passenger.

Fares: means the pricing practices published by the Airline and filed, where applicable, with the competent authorities. [Note: We substituted the term “Fare” for the term “Rate: since “Fare” is used throughout the Conditions of Carriage]

Flight Coupon: means the portion of the Ticket identified in print as being “valid for

carriage.” For E-Tickets, this portion is called the Electronic Flight Coupon.

Flight: means a flight operated by the Airline or a flight operated by another airline on which the Airline’s Designator Code is associated.

Force Majeure: means circumstances that are unpredictable, external or difficult to surmount which would prevent the execution of all or part of the obligations provided for in the contract of carriage. The following, among other things, would be considered as cases of Force Majeure: war, civil war, riots, acts of terrorism, terrorist attacks, natural catastrophes, explosions, fire, strikes and social conflict involving the Airline’s staff or third parties, bad weather, shortages or sharp rises in the price of jet fuel.

General Conditions of Carriage: means these General Conditions of Carriage of Passengers, or where applicable, those of the Airline performing the carriage.

Itinerary and Receipt: means one or more documents delivered in paper format, by fax or by electronic mail, or delivered electronically to Passengers travelling with E-Tickets or other electronic documents. Such documents bear the Passenger’s name, and include information on the Flight and a receipt.

Passenger Coupon: means the portion of the Ticket which is identified as such and must be retained by the Passenger.

Passenger in Transit: means a Passenger arriving at an airport in order to continue the Passenger’s journey to another country, be it:

- On a connecting flight, from another airport;
- On a connecting flight, from the same airport;
- On a flight continuing on the same itinerary, from the same airport;
- On the same flight, from the same airport.

Passenger: means any individual who is in possession of a Ticket, except members of the crew, who is carried or to be carried by the Airline; or in the case of reimbursement of a Ticket, the person having paid for it.

Person Entitled to Compensation: means the Passenger or any person who can claim compensation on behalf of the said Passenger, in accordance with applicable law.

Reservation: means any request for carriage made by a Passenger recorded by the Airline or its Authorized Agent.

Special Drawing Rights (SDR): means the special drawing rights as defined by the International Monetary Fund.

Stopovers: means the intermediate points, with the exception of the points of departure and arrival, shown on the Ticket or mentioned in the schedules as stopovers planned on the Passenger’s itinerary.

Ticket: means a valid document that establishes the right for the Passenger to carriage by the Airline. This document is issued to the Passenger by the Airline or its Authorized Agent in the form of an E-Ticket or a paper Ticket.

Travel Voucher: means a Ticket other than an E-Ticket.

Unchecked Baggage (or Carry-on Baggage): means all Baggage other than Checked Baggage. This Baggage is carried onto the aircraft by the Passenger.

Validity Period: means the period during which the Ticket is valid for the purpose of carriage.

Article 2 – Scope of Application

2.1 General Provisions

The General Conditions of Carriage, unless otherwise stated, apply to any Flights, or portion of Flights for which DreamJet's Designator Code appears on the Ticket or the Coupon, as well as any other situation in which DreamJet is legally responsible for the Passenger in compliance with the contract of carriage established between the Airline and the Passenger.

However, the General Conditions of Carriage are applicable to the extent that they are not contrary to the law in force or to Fares, in which case the said law or Fares would prevail.

Where there are differences between the General Conditions of Carriage and the Airline's Regulations, the General Conditions of Carriage will prevail. Where one or several provisions in the General Conditions of Carriage are invalidated, the other provisions in the General Conditions of Carriage will remain in force and shall be applicable.

2.2 Code Share

Certain air services marketed by DreamJet may be operated by another airline pursuant to a Code Share agreement between DreamJet and the other airline. In such cases, the DreamJet General Conditions of Carriage shall apply and the Passenger shall be informed of the operating Airline's identity at the time of reservation. Another Airline's conditions of carriage may apply to Code Share Passengers traveling on DreamJet-operated Flights but whose tickets were issued under another Airline's Designator Code.

Article 3 - Tickets

3.1 Tickets

Tickets are nominative. Only those Passengers whose name is on the Ticket may be carried. The identity of the Ticket holder can be checked at any time.

Unless otherwise stated, the user of the Ticket, identified as such on the Ticket, is not authorized to transfer or sell the ticket.

Tickets which are sold by the Airline or the Authorized Agent may, where applicable, be partially or totally non-refundable. It is the Passenger's responsibility to choose the Fares that corresponds best to the Passenger's needs, and to take out the appropriate insurance to cover the circumstances under which the Passenger might have to cancel

the journey, with the exclusion of responsibility of the Airline.

The Ticket is and remains at all times, the property of the Airline. The user of the Ticket must ensure, prior to travelling, that the Ticket is neither lost nor stolen.

The price paid by the Passenger is based on the Airline's Fares for the carriage indicated on the Ticket.

3.2 Conditions for the use of Tickets and Flight Coupons

Passengers may only be carried if they are able to present an Electronic Ticket or valid Travel Voucher. However, a Passenger may be authorized to travel with a Ticket comprising the following elements:

- The Flight Coupon for the Flight in question,
- Other unused Flight Coupons, and
- The Passenger Coupon.

The user of a ticket that has been mutilated, torn, damaged, modified or altered may be refused the right to carriage, without any liability to DreamJet or another Airline.

The Ticket is only valid for the carriage indicated, from the point of departure to the final destination including all scheduled Stopovers. In this respect, the Passenger must use all the Coupons in the order indicated on the Ticket in order for the Ticket to be valid.

The Airline shall accept each Flight Coupon for carriage in the class, at the date and on the Flight for which the Passenger has a reservation, unless the Passenger does not comply with the conditions for checking in and boarding provided for in the General Conditions for Carriage, or if the Airline must prevent the Passenger from boarding due to overbooking, or if the Airline exercises its right to refuse to carry the Passenger in accordance with the General Conditions for Carriage.

Should the Airline deliver a Ticket without a Reservation indicated, the Passenger may make a Reservation at a later date. However, this possibility shall depend on the Fare applicable at the date of the future Reservation and on the availability of a seat on the Flight chosen by the Passenger.

Cancellation by the Passenger of a Reservation prior to the check-in deadline for a Flight shall not necessarily result in cancellation of the Passenger's return Ticket or of the Passenger's Reservations for the continuation of the journey.

If the Passenger omits to cancel a Reservation prior to the check-in deadline for a Flight and does not arrive for boarding, the Airline may decide to cancel the Passenger's return Ticket and/or Reservations for the continuation of the journey.

3.3 Modification of Tickets

Any modification of a Ticket is subject to approval by the Airline or Authorized Agent and in accordance with the terms and Fares defined by the Airline or the Authorized Agent.

Although modification of the Ticket may not result in modifications of Fares (based on the Fares indicated), other changes such as changes in the point of departure or point of destination may result in modifications in the applicable Fare. Certain Fares are valid solely on the dates and for the Flights indicated on the Ticket and may not be modified unless the Passenger pays an additional Fare. It is the Passenger's responsibility to check the conditions for modifying Tickets with the Airline.

3.4 Ticket Validity Period

Unless otherwise provided for on the Ticket, or in these General Conditions of Carriage, or on all applicable Fares, a Ticket is valid for carriage:

- for one (1) year, as from the date of issue, or
- for Tickets covering several trips, for one (1) year, as from the date that the Passenger travelled for the first time using the Ticket, if such use occurs within one year of the date on which the Ticket is issued.

If the user of the Ticket is unable to travel during the validity period of the Ticket, the Airline or Authorized Agent may, at their discretion, decide to extend the validity period of the Ticket for a determined period, or refund the price of the Ticket.

3.4 Replacement Tickets

At the request of the Passenger, the Airline may, at its sole discretion, accept to replace the Passenger's Ticket with a new Ticket.

Under such circumstances, the Passenger must sign an agreement by which the Passenger commits to refund the Airline for all costs and losses amounting to the value of the original Ticket which would be incurred by the Airline or another carrier for misuse of the Ticket.

In the case where a Ticket is replaced with a new Ticket, the Passenger may be liable to pay administration fees related to the issue of the new Ticket.

Article 4 - Reservations

4.1 General Provisions

The Airline or the Authorized Agent records the Reservation in the Airline's computerized reservation system. The Airline shall provide a written confirmation of the Reservation.

Certain Fares may be subject to conditions that limit or exclude the Passenger from modifying or cancelling Reservations for refunds.

The Airline or Authorized Agent may charge the Passenger additional fees for the issuance and/or modification of the Passenger's Ticket, or for other reservation services at the rates applicable on the day of this issue or modification.

4.2 Cancellation of Reservation in case of non-payment

If a Passenger has not paid for the Ticket or for penalties, taxes, fees, applicable costs or charges before the specified ticketing time limit, as notified by the Airline or its Authorized Agent, the latter may decide to cancel the Reservation without prejudice to the collection of the afore-mentioned costs.

4.3 Personal Data

The Airline, its partners, Authorized Agents and all other companies involved in the provision of services linked to reservations, payment, transport, facility and related services and data processing companies, may, for non-commercial purposes, use the personal data collected at the time of Reservation, including any information about purchase history and the manner in which the person uses the Airline's services and facilities.

With prior approval from the person in question, this personal data may be used for commercial purposes.

The public authorities, in particular those involved in prevention and suppression of terrorism or other crimes, may require such personal data to be communicated without any opposition from the Airline and its Authorized Agent. The personal data of the person in question may, where required, be transferred outside the European Union, including to the U.S. Transportation Security Administration and U.S. Customs and Border Protection.

The persons in question may have the right to access, modify or correct the data that has been duly collected, stored and transferred insofar as the said data is inexact or incomplete. These rights can be exercised by sending a letter to the following address: DreamJet, 53, avenue Jean Jaurès, 93350 Le Bourget, France, Attention:

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4.4 Special Assistance for Passengers

A Passenger may request special assistance from the Airline or the Authorized Agent at the time of Reservation. In such cases, the Airline or the Authorized Agent shall strive to satisfy the Passenger's request. The Airline may decide, at any point of boarding and/or connecting point, to refuse carriage of the Passenger or the Passenger's baggage, should the Passenger claim, during check-in or boarding, special assistance that was not requested at the time of the Reservation of the trip, unless otherwise required by applicable laws, regulations or orders.

The Airline may decide, at any point of boarding and/or connection, to refuse to carry a Passenger or a Passenger's baggage if the Passenger is an unaccompanied child, a pregnant woman or a sick Passenger, in the event that such persons have not made the necessary arrangements for their carriage prior to check-in, unless otherwise required by applicable laws, regulations or orders.

Under the above circumstances, the Airline reserves the right to cancel the Reservation

of the Passenger and terminate the Contract of carriage without refunding the Ticket. The Passenger will not be authorized to board and will have to bear all the resulting costs.

4.5 Seat Allocation

The Airline cannot guarantee allocation of a given seat to Passengers. The Airline may modify the seat allocation at any time, including after boarding, due to operating, security or safety imperatives

4.6 Reconfirmation of Reservations

The Passenger may, in certain cases, be required to reconfirm Reservations made. The Airline will inform the Passenger of the conditions and deadlines by which the Passenger must reconfirm Reservations in order to continue the trip or make a return trip.

Failure by the Passenger to confirm Reservations under the conditions and deadlines stipulated by the Airline may lead the Airline to cancel the Reservations made for any intermediate, subsequent or return flights, without prejudice to payment of the resulting fees.

Article 5 – Passenger Rights

5.1 Passenger Rights in the event of Force Majeure

In the event that a Flight cannot be operated due to an event of Force Majeure, the Ticket may be totally or partially non-refundable. In such cases, the Airline will issue the Consumer with a credit note for the refundable portion of the Ticket provided that the following conditions are met:

- The Consumer holds a Ticket that has not been used at all;
- The Consumer has promptly informed the Airline of the existence of the Force Majeure event and, The Consumer gives the Airline valid proof of the instance of Force Majeure.

The credit note may be used by the Passenger or any other person of the Passenger's choice for a subsequent trip on the Airline. The Airline reserves the right to charge administration fees which will be levied on the credit note.

5.2 Passenger Rights in the event of Transfer of Reservation where rules for package holidays, vacation packages, and organized package holidays apply

At the request of the Passenger, the Airline or Authorized Agent may deliver a new Ticket to another person to replace the Passenger's Ticket, provided that all legal and regulatory conditions on package holidays, vacation packages and organized package

holidays are met.

In such cases, the Passenger must:

- Produce proof that the Passenger complied with the legal and regulatory provisions and that the Passenger is entitled to transfer the Reservation;
- Provide the Airline or Authorized Agent with reasonable notice, and at least seven (7) days prior to the start of the trip, of the Passenger's intention to transfer the Reservation before the departure date;
- Provide the Airline or Authorized Agent with the full name, address and phone number of the person to whom the Passenger wishes to have the new Ticket issued;

- Return to the Airline or Authorized Agent the Passenger's Ticket and pay the administration fees incurred by the issue of a new Ticket.

Article 6 – Reduced Mobility Passengers

6.1 General Provisions and Reservations

All reduced mobility Passengers requiring special assistance must inform the Airline of such needs at the time of Reservation, unless otherwise required by applicable laws, regulations or orders.

The Airline commits to carry the reduced mobility Passenger when the said Passenger has informed the Airline of such specific needs. In the event that the Passenger fails to inform the Airline of the Passenger's specific needs at the time of Reservation, the Airline will take reasonable care to take into account such needs. In such cases, the Airline shall be bound by an obligation of means.

6.2 Seating Allocation

The rules on seating allocation stipulated in the General Conditions of Carriage also apply to reduced mobility Passengers, unless otherwise required by applicable laws, regulations or orders. Furthermore, should the reduced mobility Passenger request a bulkhead seat or a seat other than the bulkhead seat in the case of disability requiring the presence of a service animal in the cabin, subject to the General Conditions of Carriage, the said bulkhead seat or other seat will be made available, providing that the said Passenger has requested the bulkhead seating or other seat and providing that the said seating has not been allocated to another reduced mobility Passenger.

6.3 Safety Assistant

When required for the security of the reduced mobility Passenger, or if the said Passenger is unable to evacuate the aircraft alone, or if the said Passenger is unable to understand safety instructions, the Airline may allocate a safety assistant.

6.4 Baggage

Transport of mobility equipment such as wheelchairs or walking canes is free of charge and will not be taken into account in the free baggage allowance.

In the case of flights authorizing the use of oxygen cylinder devices, the reduced mobility Passenger will be charged for such oxygen cylinder services, in addition to the price of the Ticket. [Furthermore, the reduced mobility Passenger must imperatively be assisted by an accompanying person.]

The Airline reserves the right to refuse access to Passengers transported on a stretcher.

Article 7 - Check-In and boarding

The Passenger must have completed Check-In and have received a boarding pass for the Flight by the Check-In Deadline. Failing this, the Airline may decide to cancel the Passenger's Reservation and not carry the Passenger.

The Passenger must comply with the Check-In Deadlines in advance. If the Passenger's journey includes subsequent flights, the Passenger must check the Check-In Deadlines with the relevant carriers. The Airline or Authorized Agent will advise the Passenger of the Check-In Deadline for the first Flight on the Airline.

The Passenger must be at the boarding gate by the time specified. Failing this, the Airline may decline to carry the Passenger.

The Airline will not be held liable in any way if the Consumer has not complied with the deadlines stated above.

Article 8 – Price, surcharges, taxes, fees and charges, currency

8.1 Price and surcharges

Unless expressly provided otherwise, the Ticket price includes transportation from the departure airport to the destination airport, excluding any other service. In particular, the price mentioned on the Ticket does not include surface transfers made between one airport and another, or between an airport and a city terminal.

The Ticket price is established by the Airline in accordance with the Fares in force on the date on which the Ticket is issued. The price shall be established for a journey on the specific dates and for the itinerary shown on the Ticket.

Any change in itinerary or journey dates requested by the Customer may entail a modification of the Fare applicable to the Passenger.

8.2 Taxes, fees and charges

The Airline may charge any surcharge in addition to the Ticket price in accordance with the Airline Fares in force on the date on which the Airline issued the Ticket. These surcharges can include, for example, fuel, insurance or international surcharges. Airline

imposed surcharges will always be included in the price of the Ticket quoted to the Consumer.

All taxes, fees, charges or any royalties imposed on the Ticket by the government of a State, by any other authority or by the management or airport operator shall be paid by the Passenger in addition to the applicable Fare. Such taxes, fees, charges or royalties will always be included in the price of the Ticket quoted to the Customer.

In addition to being advised of the total price of the Ticket, the Passenger shall be informed of any taxes, fees, charges or royalties include in the Ticket price.

Government-imposed taxes, fees, charges or royalties may be created, imposed or modified after the date on which the Ticket is issued. In the event of creation, imposition or modification of said taxes, fees, charges or royalties after the Ticket is issued, the Passenger agrees to pay the amount of said taxes, fees, charges or royalties. For travel on the Airline or its Code Share partner to and from the United States, such increase in such taxes, fees, charges and royalties may only be collected if first the Airline notifies you of the post purchase increase and you consent to the collection of any such increase.

Similarly, if the taxes, fees, charges or royalties paid by the Passenger in addition to the Fare applicable when the Ticket was issued are removed or reduced before the Passenger travels, the taxes, fees, charges or royalties may be refunded, upon request.

If the Passenger does not use the Ticket, the Passenger may request a refund of all taxes, fees, charges or royalties that have been paid, after deduction for administrative costs, if applicable government regulation or legislation provides for this option. If the Passenger does not use a Ticket, the surcharges imposed by DreamJet will be refundable only if the Fare associated with the Ticket is a refundable Fare.

8.3 Currency

Except with the express written authorization of the Airline or the Authorized Agent, the Ticket Fare as well as the taxes, fees, royalties and surcharge shall only be payable in the currency specified by the Airline or Authorized Agent when the Ticket is purchased.

In the case of refunds and in accordance with the General Conditions of Carriage, the Airline shall refund the Ticket Fare and, if applicable, taxes, fees, royalties and surcharge under the same terms and in the same currency as when the Ticket was purchased.

Article 9 – Denied boarding and Refusal to Transport

9.1 Denied Boarding

The Airline may decide, at any boarding and/or connection point, to refuse to transport a Passenger and/or a Passenger's Baggage, particularly when at least one of the situations stated below has occurred or when the Airline reasonably believes that such a situation is likely to occur:

- The Passenger's physical or mental state or behavior presents a hazard or risk to the Passenger or to other Passengers, the crew or property.
- Carrying the Passenger or the Passenger's Baggage is likely to compromise the safety of the aircraft, the carriage of the other Passengers, the safety or health of any person on board the aircraft or the safety of transported property.
- The Passenger has used threats, verbal abuse or insults, or behaved in a threatening, abusive, insulting or disorderly manner towards ground staff, other Passengers or crew members of the aircraft.
- The Passenger has deliberately hampered the aircraft crew member in carrying out their duties.
- The Passenger is intoxicated or under the influence of drugs.
- The Passenger is in possession of illegal drugs, or when there are legitimate grounds for believing that the Passenger is in possession of illegal drugs.
- The Passenger refuses to undergo or allow the Passenger's Baggage to undergo security checks and, in general, where the Passenger refuses to comply with safety and security instructions provided by the Airline ground staff or aircraft crew.
- The Passenger has endangered aircraft security or any other person.
- The Passenger falsely reports a bomb alert or any other security threat.
- The Passenger has committed a criminal offense during Check-In, Boarding or on board the aircraft.
- The Passenger attempts to enter the territory of a country without valid travel documents.
- Immigration control or other government authority in the country to which the Passenger is traveling or in a transit country has stated orally or in writing to the Airline, that it has been decided not to authorize the Passenger to enter the territory of that country, even if the Passenger has, or appears to have, valid travel documents.
- The Passenger destroys the Passenger's travel documents during the flight.
- The Passenger has refused to allow the Airline to photocopy the Passenger's travel documents.
- The Passenger has refused to present the Passenger's travel documents to an aircraft crew member when requested.
- The Passenger requests permission from the competent administrative authorities to enter the territory of a country where the Passenger has landed as a Transit Passenger.
- By transporting the Passenger, the Airline violates any law or regulation or administrative act or a court decision.

- The Passenger has refused or failed to disclose to the Airline information that an administrative authority has requested with regard to the Passenger, including any passenger information requested before the Flight.
- The Passenger does not hold a valid Ticket.
- The Passenger has not paid the Ticket Fare and all taxes, fees, surcharges, expenses, charges, or any royalties relating to the Flight.
- The Passenger does not meet the necessary legal, regulatory or contractual requirements to allow the Passenger's carriage.

9.2 Refusal to transport on the network of the Airline

Where the circumstances require it and it is otherwise permitted, the Airline may decide to prohibit carrying a Passenger on the Airline's network for a definite or indefinite period. The Airline shall notify its decision in writing to the Passenger.

The Airline has the right to refuse to carry a Passenger or Passenger's Baggage to whom the Airline has notified a refusal to transport where the Passenger has purchased a Ticket during the prohibition period.

Article 10 - Baggage

10.1 Baggage Allowance

The Passenger has the right to travel with a baggage allowance (by amount or weight). The Baggage allowance is stated on the Ticket, on the itinerary or receipt of the E-Ticket, the confirmation document and travel coupon. For Code Share flights, the marketing carrier's baggage allowance applies.

10.2 Excess Baggage

If Checked Baggage exceeds the amount, weight or dimension limits established by the Airline the Passenger must pay an extra fee. Information concerning the amounts and terms of payment of this extra fee are available from the Airline or Authorized Agents.

In any event, Baggage may not exceed a maximum weight stipulated at the discretion of the Airline, particularly for safety and security reasons. Information is available from the Airline or Authorized Agents.

10.3 Prohibited Items

Transport of the following items in the Passenger's Baggage (whether Checked Baggage or Carry-On Baggage) is prohibited:

- items whose carriage is prohibited under the law in force in any State of departure, destination, scheduled transit or over which the aircraft flies,

- items whose carriage is prohibited under the General Conditions of Carriage, the contractual conditions or regulations of the Airline,
- items that are liable to be dangerous or endanger the aircraft, the persons or property on board. Among these are the items listed in the technical instructions for the safe transport of dangerous goods by air of the International Civil Aviation Organization (ICAO) and the publication of the International Air Transport Association (IATA) entitled Dangerous Goods Regulations,
- items that the Airline reasonably considers untransportable because of their hazardous nature, of the risk they pose, their weight, their size, their fragility or their perishable nature, or even their shape or nature (to decide if an item is untransportable, the Airline shall take into consideration the type of equipment used).

10.4 Firearms

Transportation of firearms and ammunition is subject to the Regulations on dangerous goods of the ICAO and IATA referred to above.

The carriage of all firearms and ammunition, other than those intended for hunting or sport, is in principle prohibited. However, where the applicable laws and the relevant transport regulations permit, the Airline may accept the carriage of firearms and ammunition other than those intended for hunting or sporting purposes. In this case, to be authorized to carry firearms and ammunition, other than those intended for hunting or sporting purposes, the Passenger must obtain, in advance, express written consent from the Airline. In this case, the Airline may charge a handling fee for the acceptance of firearms and ammunition. In addition, the Airline may apply applicable costs for excess baggage for such authorized weapons and ammunition.

In some cases, the carriage of firearms and ammunition for hunting or sporting purposes may be authorized. To be authorized to carry firearms and ammunition for hunting or sporting purposes, the Passenger must obtain, in advance, explicit written consent from the Airline. In this case, the Airline may charge a handling fee for the acceptance of firearms and ammunition. In addition, the Airline may apply charges for excess baggage for such authorized weapons and ammunition.

All firearms and ammunition transported as Checked Baggage must be unloaded, have the safety catch on, and must be suitably wrapped and packaged.

All firearms and ammunition must be transported as Checked Baggage and may not be brought into the aircraft cabin under any circumstances.

The Passenger must be in possession of the documents required by the applicable laws and relevant transport regulations and by the General Conditions of Carriage for possession and carriage of firearms and ammunition. Failing this, the Airline may decide not to transport such firearms and ammunition. In any event, the Airline has the discretionary right to refuse carriage of any firearms and ammunition.

10.5 Dangerous Goods

It is prohibited to carry any articles into the aircraft cabin that the Airline judges as liable to endanger the aircraft or the persons or property on board.

It is prohibited to carry into the aircraft cabin any firearm, whether it be new, old, a toy, or any replica thereof.

It is prohibited to carry onto the aircraft cabin any cutting weapons, stabbing weapons, bow and arrows and other weapons of this type.

The Airline may refuse to transport any item either as Checked Baggage or Unchecked Baggage if it is considered a prohibited item as defined in Article 10.

10.6 Fragile, Perishable, and Precious Items

The Airline recommends against Passengers including fragile, perishable, and precious items in Checked Baggage since the Baggage liability limitation of 1,131 SDR also applies to such items. These include money, jewelry, precious metals, silverware, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

10.7 Refusal to Accept Checked Baggage that is Unsuitably Packed

The Airline may refuse to accept Baggage as Checked Baggage unless it is, in the Airline's reasonable opinion, properly and securely packed in suitable containers.

10.8 Right to Search, Scan, and X-Ray Passengers and Baggage

For reasons of safety and security, the Airline may request that the Passenger permit a search and scan of his/her person and/or a search, scan, or x-ray of the Passenger's Baggage.

The Airline or Authorized Agent will conduct the search and/or scan in the presence of the Passenger. If the Passenger is not available, his/her Baggage may be searched and/or scanned in the Passenger's absence.

If the Passenger is unwilling to comply with the Airline or Authorized Agent's request for a search or scan, the Airline or Authorized Agent will refuse to carry the Passenger and his/her Baggage.

In the event that a search or scan causes damage to the Passenger, or a search or scan causes damage to the Passenger's Baggage, the Airline shall not be liable for such Damage unless it is due to the Airline's or Authorized Agent's fault or negligence.

10.9 Checked Baggage

All items of Checked Baggage must have the Passenger's name, or other personal

identification clearly affixed to it.

At the time when the Passenger's Baggage items are checked, the Airline will issue a Baggage Identification Tag for each item of Checked Baggage.

Checked Baggage shall, whenever possible, be carried on the same aircraft as the Passenger, unless the Airline decides for safety, security, or operational reasons to carry it on an alternative flight. If the Checked Baggage is carried on a subsequent flight, the Airline will deliver it to the Passenger at the arrival airport. Applicable law may require the Passenger to be present for customs clearance.

10.10 Unchecked Baggage

The Airline may specify maximum dimensions and/or weight for Baggage which a Passenger can carry onto the aircraft. In all cases Baggage which the Passenger carries onto the aircraft must fit under the seat in front of them or in an enclosed storage compartment in the cabin of the aircraft.

If the Baggage does not respect the conditions stipulated in Article 10 or exceeds the maximum weight and/or dimensions, it must be carried as Checked Baggage.

Objects not suitable for cabin carriage and which do not meet the above requirements for Checked Baggage shall only be accepted in the cabin compartment if the Passenger:

- Duly informs the Airline.
- Is granted authorization by the Airline prior to Check-in.
- Pays any associated surcharge in accordance with the Airline's Fare conditions on the day of travel.

10.11 Collection and Delivery of Baggage

The Passenger is required to collect his/her Checked Baggage as soon as it is made available at the Passenger's destination or Stopover. Should the Passenger not collect it within a reasonable time the Airline may charge a storage fee. Should the Passenger's Checked Baggage not be claimed within three (3) months from the time it is made available, the Airline may dispose of it without any liability to the Passenger.

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

If a person claiming the Checked Baggage is unable to identify the Checked Baggage by means of a Baggage Identification Tag issued at the Baggage Check, the Airline will deliver the Checked Baggage to such person only on condition that he or she establishes to the Airline's satisfaction his or her right to the Checked Baggage thereto.

10.12 Pets and Service Animals

Due to aircraft configuration Pets and Service animals are not accepted for carriage, neither in cabin, nor as Checked Baggage or freight.

Article 11 - Schedules, Delays, Cancellations, and Refunds for Denied Boarding

11.1 Schedules

Flight arrival and departure flight times and the Terminal are indicated in Schedules printed by the Airline on the Ticket or on the Itinerary or Receipt issued to the Passenger and are subject to change between the date of publication and the date the Passenger travels. Departure and arrival times as well as departure terminal information are liable to modifications by the Airline without prior warning.

Departure and arrival times and the duration of the flight listed in the Airline Schedules have no contractual value between the Passenger and the Airline. The Airline is not responsible, except by the applicable Convention, for any direct or indirect liability incurred in the case of modifications to these departure, arrival and flight time durations. The Airline is under no obligation to comply with any demand for refund from the Passenger due to changes in the Airline departure, arrival and flight duration times.

With the exception of intentional acts or errors that cause injury or death, and events listed in Dreamjet's Customer Service Plan , the Airline is in no way liable for errors and omissions in the Schedules or information regarding departure and arrival times or any other information concerning flights issued by the Airline, its employees, agents, or contractors.

The Airline has no liability concerning Connecting Flights. The Airline will take all steps required to carry the Passengers and their Baggage with due care and without delay.

11.2 Delays, Flight Cancellations and Oversales

To avoid the cancellation or delay of a flight, the Airline may decide to offer the Passenger carriage aboard another aircraft and/or another airline.

In the event of a Delay, Cancellation, or Denied Boarding of a Passenger, or other event not mentioned in the General Conditions of Carriage, the Airline will implement all the provisions of the relevant Conventions, regulations, applicable laws, and legislation in terms of its liability to the Passenger. The Airline is bound only by the liabilities as defined in the Conventions, regulations, laws, and legislation.

In the case of cancellation or a delay of at least 5 hours of a flight or if the Airline fails to stop at a Passenger's stopover or destination place, or causes the Passenger to miss a connecting flight on which the Passenger holds a reservation, the Passenger can choose one of the following options:

- The Airline agrees to transport the Passenger on one of the Airline's own flights, subject to availability, to the Destination, in the same class of service as shown on the Ticket, on the next available date or another agreed date, at no additional cost to the Passenger;
- The Airline agrees to make a refund of the Ticket purchase.

Passengers traveling from the U.S. to a foreign point who due to an oversale situation are denied boarding involuntarily from a flight originating at a U.S airport are entitled to:

- No compensation if the Airline offers alternate transportation that is planned to arrive at the Passenger's destination or first stopover not later than one hour after the planned arrival time of the Passenger's original flight, and
- 200% of the one-way Fare to the Passenger's destination or first stopover, with a maximum of, \$650, if the carrier offers alternate transportation that is planned to arrive at the Passenger's destination or first stopover more than one hour but less than four hours after the planned arrival time of the Passenger's original flight, and
- 400% of the one-way Fare to the Passenger's destination or first stopover, with a maximum of, \$1,300, if the carrier offers alternate transportation that is planned to arrive at the Passenger's destination or first stopover four hours or more after the planned arrival time of the Passenger's original flight.
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Article 12 - Refunds

12.1 General Provisions

Tickets are non-refundable unless otherwise stated in the General Conditions of Carriage or other applicable Fare rules.

Ticket refunds are made once the issuing Airline has agreed to grant a refund and can only be made if the ticket was issued by the Airline or an Authorized Agent.

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

If no portion of the Ticket has been used, the refund will be an amount equal to the Fare paid including all surcharges, taxes and costs paid by the Passenger, less any reasonable service charges or cancellation fees.

If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the Fare paid, including surcharges, taxes and costs paid by the Passenger and the applicable Fare, including surcharges, taxes and costs, for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

12.2 Refund On Lost Ticket

If you lose your [refundable](?) Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition that the lost Ticket, or portion of it, has not been used, previously refunded or replaced,

If the Airline or our Authorized Agents lose the Ticket or portion of it, the Airline agrees to replace the ticket or the portion of the lost ticket.

The Airline shall not be liable for any direct or indirect consequences due to the loss of a Ticket or part thereof and the Passenger cannot in any circumstances claim compensation from the Airline in this event.

12.3 Right to Refuse Refund

The decision to refund a ticket, in whole or in part, will be made by the Airline under its discretion, unless otherwise stated by the applicable Convention or relevant applicable Fare rules.

After the expiry of the validity of the ticket, Airline may refuse refund when application therefore is made later than the time prescribed in Airline's Regulations.

The Airline may refuse refund on a Ticket which has been presented to them, or to Government officials, as evidence of intention to depart from that country, unless the Passenger establishes to the Airline's satisfaction that the Passenger has permission to remain in the country or that the Passenger will depart from that country by another airline or another means of transport.

Article 13 - Conduct Aboard Aircraft

13.1 Dangerous Conduct

If the Airline deems that a Passenger is conducting himself or herself aboard the aircraft so as to endanger the aircraft or any person, including the crew, the Airline may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger.

On landing of the aircraft other than at its scheduled destination, the Airline has the right to hold the Passenger responsible for any dangerous conduct threatening the security and safety of the flight or any persons on board, including the Crew and to this end the Airline may disembark the Passenger and refuse onward carriage or portions of onward carriage remaining on the Passenger's ticket.

The Airline reserves the right to alert Authorities to any incident aboard the flight so that they may remove the Passenger from the aircraft and detain and/or prosecute the Passenger responsible for offences committed on board the aircraft

This applies, among other reasons, if the Passenger:

- obstructs the crew in the performance of their duties;
- fails to comply with any instructions of the crew in regards to safety and security measures;
- fails to comply with any instructions of the crew regarding sitting down and fastening his/her safety belt or refraining from smoking;
- violates any applicable law;
- is physically or mentally affected by the consumption of alcohol, drugs, or medication;

- fails to comply with the Crew's instructions regarding drug, alcohol, and medication use;
- is responsible for a false bomb threat or any other security threat;
- threatens, abuses or insults the Crew or other Passengers;
- has a threatening, rude, offensive, or unmanageable behavior toward the Crew or other Passengers.

13.2 Costs Associated with the Diversion of Aircraft Caused by Unacceptable Behavior

The Passenger will indemnify the Airline for all claims or losses, including, but not limited to, all costs arising from the unplanned diversion of the aircraft and all losses suffered or incurred by the Airline that is the result of the Passenger's misconduct. The Airline reserves the right to take legal action against the Passenger for all breaches committed aboard the aircraft.

13.4 Use of Electronic Devices Aboard the Aircraft

For safety reasons, the Airline may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to:

- cellular telephones,
- laptop computers,
- tablets and E-book readers
- portable recorders,
- portable radios,
- MP3, cassette, and CD players
- electronic games, or
- transmitting devices (for example, radio operated toys or walkie-talkies).

Article 14 – Services Provided by Other Companies

If the Airline makes arrangements for the Passenger with any third party to provide any services other than Carriage by air, or if the Airline issues a ticket or voucher relating to transportation or services (other than Carriage by air) provided by a third party such as hotel reservations or car rental, in doing so the Airline acts only as the Passenger's agent. Under such circumstances the terms and conditions of the third party service provider will apply. The Airline shall have no liability to the Passenger for such arrangements or for any act or omission in the provision of such additional services or failure to provide such additional services, except for liability for negligence from the Airline part in making such arrangements and such liability for the Airline shall be subject to and limited by the provisions of Article 17.

Article 15 - Documents, Entry Requirements, Customs Inspection, and Security Controls

15.1 General Conditions

(a) The Passenger's Responsibilities and Obligations:

The Passenger is required to check the relevant entry requirements for any country that he or she is visiting and should generally obey all laws, regulations, and acts of all countries from which the Passenger has departed, into which he or she is entering, or over which he or she flies, or in which he or she is a Transit Passenger, and the Passenger should undertake to comply with these.

The Passenger is required to present to the Airline at check-in, boarding, and any other time, all valid passports, travel visas, health certificates, and other documents necessary for his/her trip.

If required by law or any other applicable condition, the Passenger shall attend inspection of his/her Baggage, by customs or other government officials.

(b) The Airline is in no way liable if the Passenger:

- does not have the required passports, visas, health documents, or other required travel documents;
- is in possession of expired or invalid passports, visas, health certificates, or other documents;
- does not comply with the laws, regulations, and applicable acts;
- was absent during a Baggage control at Customs and Damage incurred.

(c) The Airline reserves the right to request to make copies, record information or securely keep originals of a Passenger's passport, visas, health certificates and other travel documents until the flight has been completed.

15.2 Refusal of Entry

The Airline is not responsible for any refusal of entry to a territory or any direct or indirect consequences of that refusal if the Passenger is denied entry into any country.

The Passenger is liable for the payment of:

- any fine, penalty, or charge imposed against the Airline by the Government concerned as a result of the Passenger's acts or omissions;
- any detention costs charged to the Airline;
- the cost of transporting the Passenger from that country to his/her country of departure;

- any other costs that the Airline is obliged to pay to the Authorities or Government of the country in question as a result of the Passenger's acts or omissions.

15.3 Passenger Liability for Fines, Detention Costs and other costs.

In the case of non-compliance by a Passenger with the law in force in the States in question, or due to failure to present the required documents, or the presentation of invalid documents the Passenger must pay all costs incurred by any fines, deposits, penalties or other costs paid by the Airline.

The Airline reserves the right to deduct any sums incurred toward such payment or expenditure the value of any unused carriage on the Passenger's Ticket, or any of the Passenger's funds in our possession.

15.4 Customs and Other Official Inspections

If required by law, the Passenger shall attend inspection of his or her Baggage, by customs or other government officials. The Airline is not liable to the Passenger for any loss or damage suffered by him or her in the course of such inspection or through Passenger's failure to comply with this requirement.

15.5 Security Checks

The Passenger must comply with any request to allow government officials, airport officials, or the Airline and Authorized Agents to carry out security screening of his or her person and Passenger Baggage and failure to do so will result in the Airline's refusal to allow the Passenger to board the aircraft.

Article 16 - Successive Carriers

Carriage to be performed by the Airline and another airline under one Ticket, or a Conjunction Ticket, is regarded as a single operation for the purposes of the application of the Convention.

Article 17 –DreamJet's Liability for Passengers and Baggage

17.1 Applicable Rules

General Conditions of Carriage governing DreamJet's liability as flight operator.

The General Conditions of Carriage, the Convention and applicable law govern DreamJet's liability as carrier. For Code share flights, the Conditions of Carriage of the operating Carrier or those of the marketing Carrier may govern. If the airline operating the flight is not a contracted airline, the Passenger must take action against one or the other.

17.2 General Provisions

If DreamJet's liability is incurred it will be determined by the conditions laid out in the present provisions. In the case of a conflict between the Convention or other applicable laws and Article 17, the Convention and the other applicable laws prevail if they concern the public.

DreamJet is in no way held liable for Damage that results from:

- Compliance by the Airline or Authorized Agents of the Airline with any provisions of the law or regulations; or
- A failure to comply with said same provisions by the Passenger.

To the extent that the following provision does not conflict with the General Conditions of Carriage, the liability of DreamJet may not exceed the amount of proven direct Damage to the Passenger as subject to the rules of the Convention.

The Contract of Carriage agreed to by DreamJet and the Passenger, including these General Conditions of Carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Airline's Authorized Agents, the Code Share partners of the Airline, their officials, agents, representatives and servants, and the owner of the aircraft used by the Airline, in the same way it applies to DreamJet. The overall amount recoverable by the Passenger from the aforementioned persons may not exceed the amount of the Airline's liability.

No provision in the General Conditions of Carriage involve the waiver of the exclusion or limitation of the liability of Dreamjet in accordance with the Convention and applicable law.

The General Conditions of Carriage do not contain any clause prohibiting DreamJet from excluding or limiting its responsibility in virtue of the Convention or any law capable of being applied; nor do they form a refusal of any means of defense that it holds in virtue of the Convention or any law capable of being applied, in opposition to any social insurance organization or any person capable of paying, or having paid, compensation in the case of a Passenger's death, or injury, or bodily Damage sustained by the Passenger

17.3 Compensation in the Case of a Passenger's Death, Injury, or Any Other Bodily Harm Sustained by a Passenger

DreamJet is liable for the Damage sustained if a Passenger dies or is injured, when the accident which caused the Damage took place on board the aircraft of which it is in charge or during any of the boarding and de-boarding procedures of this aircraft, subject to exemptions from liability.

DreamJet's liability in the case of death, injury, or all other bodily damage sustained by a Passenger due to an accident, will not be subject to any financial limitation. The amount of the reparable Damage will only cover the value of the Damage actually sustained, as it will have been set by mutual agreement, by an expert assessment, or the relevant courts.

DreamJet will only compensate the Passenger beyond the amounts received by the latter, under the social system or insurance to which the Passenger is affiliated and only for the compensatory Damages.

If the Damage was caused, entirely or partially, by the negligence, or any other wrongful act, or wrongful omission of the injured or deceased Passenger, or by the person claiming compensation, DreamJet can be exempt, entirely or partially, from liability, in accordance with the law in force.

Likewise, DreamJet can be exempt, entirely or partially, of its liability, if the death, invalidity, illness, or bodily injuries sustained result from the state of health, physical or mental, of the Passenger, prior to the time that the Passenger boarded the flight, or the worsening of this state of health.

When the bodily Damages are likely to exceed 113,100 SDR per Passenger, they will be reduced accordingly if the Damage is due neither to the negligence, nor other wrongful act, nor an omission which is attributable to DreamJet, or attributable to one of its employees, agents, mandatories, or servants or if the Damage is only the consequence of a third party's negligence, other wrongful act, or omission.

In the case of death or bodily injury resulting from an airplane crash, under the Convention, or applicable laws or regulation, the person identified as the Person Entitled to Compensation can benefit from an advance, which will enable this person to service his or her immediate needs, on a basis proportional to the hardship suffered. This advance will not be inferior to the equivalent in EURO of 16,000 SDR per Passenger in the case of death. Subject to the law in force, this advance will be paid within fifteen (15) Days from the identification of the entitled person and will be deductible from the definitive amount of reparations due to the deceased Passenger.

The payment of advances or early payments do not constitute the recognition of DreamJet's liability, and these sums can be deducted from the amounts that DreamJet pays as compensation at a later stage, based on DreamJet's liability.

17.4 Compensation for Damages caused to Passengers due to a delay

Only direct Damage, proven to be and resulting directly and/or exclusively from a delay is recoverable and expressly excludes all forms of indirect Damage. The Passenger will need to establish that the Damage's existence is a direct and exclusive result of the delay.

DreamJet's liability in the case of Damage caused to a Passenger due to a delay is limited to 4,694 SDR.

DreamJet shall not be liable for Damages caused to the Passenger due to a delay, when DreamJet or its agents have taken all reasonable measures to avoid the Damage, or if it were impossible for DreamJet or its agents to take such measures.

17.5 Compensation in the case of Damaged Baggage or as a Result of Late Baggage

If DreamJet issues a transportation Ticket on behalf of another airline (other than under the B0 airline designation code) or checks Baggage that will be transported by another airline (other than under the B0 airline designation code), DreamJet will be acting exclusively as an agent for this carrier, which will therefore be the only entity liable for any Damage. In regards to Checked Baggage, however, the Passenger has the right of action against the first or last airline, which performed carriage during the Passenger's trip.

DreamJet is not liable, in any way whatsoever, for Damage caused to articles which the Passenger packed in his/her Checked Baggage in violation of the list of prohibited items in the General Conditions of Carriage, or if these articles are authorized firearms, where the Passenger was not in accordance with applicable law and regulation or with the General Conditions of Carriage.

DreamJet is not liable for Damage to Carry-on Baggage or articles packed by the Passenger in his/her Carry-on Baggage unless such Damage was caused by DreamJet's negligence.

Subject to the limits stated below, DreamJet's liability cannot exceed the amount of Damages proven to be direct and/or exclusive.

Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, DreamJet's liability in the case of Damage to Baggage shall be limited to 1,131 SDR per passenger.

If there is a delay in the carriage of your Checked Baggage, DreamJet will only be liable for Damage occasioned by the delay, if DreamJet and our servants and agents (such as for instance contracted caterers and ground handling agents) have not taken all measures that could reasonably be required to avoid the Damage. If it was impossible for DreamJet or our servants and agents to take such measures, we will not be liable for Damage caused by delay. If DreamJet is liable for Damage caused by delay in the carriage of Baggage, DreamJet's liability for such Damage is limited to 1131 SDR for each Passenger.

DreamJet shall have no liability whatsoever for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear during the course of carriage.

When the Passenger submits a special statement, attesting to a higher value, and pays the applicable fees, DreamJet's liability shall be limited to the higher declared value.

Unless otherwise specified, DreamJet is not liable for Damage caused to Baggage due to a delay.

DreamJet is not liable for Damage caused by the Passenger's Baggage. The Passenger is the only one liable for any Damage caused by his/her Baggage to other people or items, including those of DreamJet or its agents.

Article 18 – Baggage Complaints

If the Passenger or someone in possession of a Baggage Check or Baggage Identification Form, collects Checked Baggage, without filing a complaint in due time,

this constitutes sufficient proof that this Baggage was delivered to him/her in good condition and in accordance with the General Conditions of Carriage.

For Checked Baggage that has been damaged, the Passenger must file a written complaint to the Airline as soon as the Passenger discovers the damage, and no later than a period of seven (7) days after the date on which the Passenger receives the Checked Baggage in question.

For late delivery of Checked Baggage, the Passenger must submit a written complaint to the Airline within twenty-one (21) days of the Checked Baggage's delivery to the Passenger.

Article 19 – Appeals

The Passenger or his/her rights holders are deprived of the right to compensation if no action is taken within a period of two (2) years, starting from:

- the date of arrival to the place of destination;
- the date on which the aircraft was supposed to arrive; or
- the date on which carriage ended.

The calculation method of the limitation period will be determined by the legislation of the jurisdiction competent to hear an appeal.

Article 20 – Notifications and Delays

In regard to the dispatch of notifications, the Airline will not count the dispatch day of the said notification. To determine a Ticket's validity, the Airline will not count the day on which it was issued, nor that on which the flight began.

Article 21 – Terminated Contracts

If the Passenger does not respect the dispositions stipulated in the contract of carriage, the General Conditions of Carriage, the Airline's regulations and the applicable laws and regulations, the contract of carriage may be terminated without prior notice or prior formal notification, and the Airline may retain the amounts already collected toward the Ticket Fare.

Article 22 –Applicable Law and Relevant Court

Unless unlawful: (i) the General Conditions of Carriage are subject to French law, excluding any Convention or relative rules in conflict with the law; (ii) any litigation related to the General Conditions of Carriage and to their governing activities shall be brought before the relevant Court in Paris (France). The forum for consumer claims related to travel on international flights to or from the United States is governed by the Montreal Convention or Warsaw Convention, depending on the type of flight and its origination/destination.

In application of Article R322-2 of the French civil aviation code, any action for damages, performed against the Airline as a result of the carriage service shall be brought, depending on the claimant's choice, either before the court of the Airline's registered address, the Airline's head office, or the place where it has a place of business through which the contract was made, or before the court having jurisdiction at the place of destination.