

APG AIRLINES GENERAL CONDITION OF CARRIAGE

Update March 2022

NOTA: Any and all carriages are governed by the Standard Terms and Conditions of Carriage of APG AIRLINES written in French language. This document is a courtesy translation only, the French version shall prevail.

Article 1. DEFINITIONS

In terms of this contract:

- “Charterer” means any natural person or legal entity who, by a Charter Agreement, rents the aircraft or part of the aircraft together with its crew to carry Passengers and/or Freight;
- “Animal” means a dog or a cat;
- “Service Animal” means an animal trained to assist a disabled passenger or a person with reduced possibility (e.g. guide dogs).
- “Cancellation” means the non operation of a flight which was previously planned and on which at least one place was reserved;
- “Baggage” means the effects and other personal items accompanying the Passenger on his trip. Unless provided otherwise, this term means both Checked and Unchecked Baggage;
- “Checked Baggage” means Baggage for which the Carrier has accepted custody. In this respect, the Carrier issues an Identification tag;
- “Unchecked Baggage” or “Cabin Baggage” means any Baggage other than Checked Baggage;
- “Ticket” means the document (paper or electronic) establishing the contractual right of carriage, delivered by the Carrier or by a third party on its behalf. It establishes the Contract of Carriage;
- “Electronic Ticket” means the ticket registered in the reservation system of the Carrier, identified by the Electronic Ticket Itinerary Receipt or the Itinerary receipt;
- “Baggage Check” means the identification tag issued by the Carrier relating to carriage of Checked Baggage;
- “Boarding Card” means the document supplied after check-in enabling the Passenger to pass through control points and gain access to the aircraft;
- “General Conditions of Carriage” means the whole of the provisions in this document running from article 1 to article 11
- “Charter Agreement” means the operation by which the contracting Carrier (Contracting Carrier) delegates the charge of providing all or part of the carriage to another Carrier (Operating Carrier). Also means the sales agreement by which any other Third parties (for example a tour operator or a travel agency) entrusts a Carrier with providing all or a part of the carriage;
- “Contract of Carriage” means the representations and stipulations attached to the Ticket or the Itinerary-Receipt (electronic ticket receipt) the issuance of the Boarding Card certifies that the Contract of Carriage has commenced for the part of the carriage concerned;
- “Convention” means the Warsaw or Montreal Convention, depending on which of them is applicable;
- “Warsaw Convention” and “Montreal Convention” means the Convention for the Unification of Certain Rules relating to International Carriage by Air, the first signed at Warsaw on 12 October 1929, or as amended at The Hague on 29 September 1955; and the second signed at Montreal on 28 May 1999, depending on which of them applies;
- “Flight Coupon” means the part of the Ticket identified as “valid for carriage” or, in the case of an Electronic Ticket, the Electronic Coupon indicating the precise points between which the Passenger is to be carried;
- “Special Declaration of Interest” means the declaration made by the Passenger when handing over Baggage for check-in in consideration for the payment of an additional sum and specifying a value in excess of that fixed as the limit of liability enacted by the Convention;
- “Damage” as defined by the Convention, covers the loss arising in the case of death or physical injury that a Passenger might suffer or the loss arising from delay, from total or partial loss of baggage, or any other loss arising because of the Carriage by Air as defined hereinafter or which is/are directly related thereto;
- “Special Drawing Rights (SDR)” means a unit of account of the International Monetary Fund (IMF) the value of which is determined by the latter from time to time, on the basis of a mix of reference currencies;
- “Flight Times or Flight Indicators” means the read-out of aircraft departure and arrival times as set out in the flight timetables published by the Carrier or under its authority or as brought to the attention of the public by electronic means;
- “Identification tag” means a tag issued by the Carrier to identify the Checked Baggage which includes a portion to be

affixed on the Baggage (Baggage Tag) and another portion delivered to the Passenger for record (Baggage Check);

- “Baggage Allowance” refers to the definition stated in article 6.8.1;
 - “Latest Check-in Time ” means the time limit as indicated for each flight and before which the Passenger must have completed his check-in formalities and received his Boarding Card;
 - “IATA” means the International Air Transport Association, whose particular mission is to develop air transportation, established at Montreal;
 - “Passenger” means any person, except crew-members on duty during the flight, carried or to be carried by air;
 - “Disabled Person” or “Person with Reduced Mobility” means any person whose mobility is reduced when using a means of transport because of a physical disability (sensory or motor, permanent or temporary), intellectual handicap, learning difficulty, any other disabling factor or age, whose situation requires special attention and the adaptation to his particular needs of the service supplied to all passengers, in accordance with Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 or any other definition substituting or replacing the same, as soon as it enters into force in France;
 - “Reservation” means the fact of a Passenger being in possession of a Ticket or other means of proof indicating that a booking was accepted and registered by the Carrier and that payment has been received by the Carrier;
 - “Tariffs” means the tariffs, costs and corresponding Standard Conditions of Carriage lodged by a Carrier with those governments that require it. The Tariffs also include taxes, when current legislation so provides;
 - “Air Transportation” (or “Air Travel”) means the carriage of the Passenger and his Baggage as is meant by the Convention that applies;
 - “Carrier” means any airline which carries or undertakes to carry the Passenger and his Baggage (i) in performance of the Contract of Carriage entered into with the Passenger in one of the forms referred to above or (ii) in performance of the Charter Agreement entered into between the Carrier and the tour operator and giving the Passenger the contractual right of carriage;
 - “Community Carrier” means a Carrier holding a valid operating license issued by a European Union Member State, in accordance with the provisions of Regulation (EC) No. 1008/2008 of the European Parliament and of the Council of 24 September 2008;
 - “Contracting Carrier” means a Carrier which entered into the contract of carriage directly with the passenger.
 - “Operating Carrier” means the Carrier which performs the carriage regardless of the fact that it did not enter into a contract directly with the Passenger;
- “Code Share Flight” means a flight operated by a Carrier that might be either the Carrier with which the Passenger has made a contract (Contracting Carrier), or another Carrier (Operating Carrier) with which the Contracting Carrier has shared its Airline Designator Code;
- “International Flight”, under the Convention, means any flight for which the point of departure and the point of destination and, potentially, any stopovers, are located on the territory of no less than two States which are party to the Convention notwithstanding any stopovers or change of aircraft, or within a single State if a stopover is planned in another State regardless of whether it is a party to the Convention or not.
 - “APG AIRLINES” means APG AIRLINES, a *société anonyme* (public limited company) with a registered capital of €100 000 registered in the RCS (trade registry) of Paris as 813 622 909, having its headquarters at 66 avenue des Champs Elysées Immeuble E-75008 Paris– FRANCE.

Article 2. SCOPE OF APPLICATION AND CONTRACTUAL RIGHT OF CARRIAGE

2.1 These General Conditions of Carriage are intended to govern relations between the Passenger and the airline APG AIRLINES for flights performed or which should be performed under APG AIRLINES Flight number (GP). They govern any Ticket issued by the Carrier or a third party for free or against consideration (unless otherwise provided in writing between the head office of APG AIRLINES and the person to be carried) or at a reduced fare. The General Conditions of Carriage define the Carrier’s and the Passenger’s rights and obligations provided under the Contract of Carriage or resulting from the contractual right of carriage defined in article 2.6.

2.2 The fact that one or more stipulations in the General Conditions of Carriage may not be valid does not affect the validity of the other stipulations in the said General Conditions of Carriage.

2.3 Carriage provided under cover of these Conditions of Carriage is governed by the rules limiting liability relating to Carriers insofar as concerns the carriage of Passengers and their Baggage, enacted by the Montreal Convention of 28 May 1999 and the Regulation of the European Parliament and of the Council (CE) No. 889 of 13 May 2002 amending the Regulation of the Council (CE) No. 2027 of 9 October 1997 or any other text applying to transportation that might supplement or substitute the same.

2.4 The purchase of APG AIRLINES flights and/or carriage on APG AIRLINES flights implies full accession by the

Passenger to the General Conditions of Carriage and the unconditional acceptance of all the provisions laid down in these General Conditions of Carriage.

2.5 APG AIRLINES may update these General Conditions of Carriage at any time. Accordingly, we recommend that our Passengers read through these on every visit and more particularly prior to their departure. The General Conditions of Carriage which apply to carriage are those in effect on the ticket purchase date. However, pursuant to any laws or regulations, some provisions may be mandatory and will apply to the Passenger's carriage.

2.6 Within the context of carriage subject to a Charter Agreement, the Passenger only acquires a contractual right of carriage with regard to his tour operator, the natural or legal person, with which he made a contract. Accordingly, the document cannot be binding on the Carrier in the case where the Charter Agreement binding the Carrier with the tour operator has not been validly made or performed according to the terms of the Charter Agreement. This takes account in particular of the case of non- payment for the charter by the Charterer.

2.7 Where APG AIRLINES is not the Ticket issuer (the Tour Operator gives to the Passenger a document of carriage showing APG AIRLINES as the Carrier), the capacity of Operating Carrier is acquired only by APG AIRLINES in accordance with the terms of the contract entered into between APG AIRLINES and a third party.

2.8 The regulatory requirements recalled in these General Conditions of Carriage are not exhaustive and no passenger is exonerated from taking all the measures that are imposed upon him by the authorities (French or European and foreign) in order to comply with the prescriptions of the various different States.

2.9 The Ticket, these General Conditions of Carriage and any additional rules which are known by the buyer before the Ticket purchase constitute the terms and conditions of the contract of carriage between the Carrier and the Passenger.

Article 3. SCHEDULES AND ALTERATIONS TO SCHEDULES – SUBSTITUTIONS OF CARRIER

3.1 The Passenger has a duty to contact his Tour Operator where appropriate in order to confirm flight times or his presence. If the Passenger has purchased his ticket from the Carrier including through apg-airlines.com website, he does not have to confirm his presence.

3.2 Flights indicated in the Flight schedules may change between the date of publication or the date of purchase and the date of the trip because of external constraints or at the request of the Charterer in particular.

3.3 Due to air transport operations complexity, Flight schedules cannot be guaranteed. However, the Carrier will take all reasonable steps to ensure the carriage of Passengers and their Baggages with reasonable care. In this connection and with the aim of avoiding Cancellation, the Carrier may be led to change the schedule (to bring forward or to delay Passenger's flights), to make one or several additional stops, have the trip carried out on the services of another carrier or by any other means of carriage. Carrier's responsibility is then governed by the rules which apply to the Carrier.

3.4 At the time of purchase, contact details of each Passenger may be given to the Carrier. Such data may be used to contact the Passenger in case of irregularities or change of the Flight schedules.

3.5 Where Passenger holds a unique contract of carriage within the terms of article 36 of the Montreal Convention, the Carrier will implement the mandatory relevant rules.

Article 4. GENERAL PROVISIONS APPLYING TO THE CARRIAGE OF PASSENGERS AND THEIR BAGGAGES AND RELATED LIABILITY

4.1 Any action for damages and compensation must be brought within two years as from arrival at destination, or date of arrival of the aircraft or the date on which the aircraft should have landed.

4.2 The liability of the Carrier is governed by the Montreal Convention of 28 May 1999, implemented within the Community by Regulation (EC) No. 2027/97 as amended by Regulation (EC) No 889/2002 and by French legislation.

4.3 The Carrier would recall that:

- The liability of the Airline cannot exceed the amount of proven direct damage.
- The Carrier shall not in any manner be liable for indirect damage or for any form of non-compensatory damage.
- In no case may the Carrier be found liable for damage(s) arising from its complying with any legislative or regulatory provisions (laws, regulations, decisions, requirements and provisions) including but not limited to any decision from civil aviation authority or from air navigation services, or from the Passenger failing to comply with these said provisions.
- The Contract of Carriage, including these General Conditions of Carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Carrier's authorised agents, its officials and agents, who have performed their jobs, its representatives and the owner of the aircraft used by the Carrier, as well as the said owner's staff, employees and representatives. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability. The Convention shall apply in determining their liability if any.

Article 5. PROVISIONS APPLYING TO THE CARRIAGE OF PASSENGERS AND THEIR BAGGAGES AND RELATED LIABILITY

5.1 APG AIRLINES applies the European Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and repealing Regulation (EEC) No. 295/91 or any other text applying that might supplement or substitute the same. When departing from an airport in a country outside the European Union, the Carrier implements the regulations applying in that territory.

5.2 Information on passengers' rights in the event of flight delay, flight cancellation, or denied boarding, is available on the website of the DGAC (French Directorate-General for Civil Aviation): <http://www.developpement-durable.gouv.fr/Que-faire-en-cas-de-retard-refus-d.html>

5.3 Check-in and Boarding

5.3.1 Check-in is not guaranteed after the Latest Check-in Time. This is specifically indicated on the ticket or appointment at the Passenger's disposal.

5.3.2 If the Passenger does not show up before the Latest Check-in Time at the flight check-in desk, the Carrier may cancel the seat booking reserved for him and make use of it.

5.3.3 The same shall apply if he does not show up with a document corresponding to the trip concerned, thereby rendering that Passenger unable to travel, for which the Carrier's liability may not be incurred.

5.3.4 The Passenger must complete formalities through the security filter as soon as the Carrier issues him with his Boarding Card.

5.3.5 If the passenger purchased his ticket online on www.apg-airlines.com or via the call center at 0033 1 53 77 13 25, passenger can make online check-in at [ICI](#)

The Passenger must imperatively be present at the departure gate no later than 20 minutes before the flight departure time indicated at check-in counter and on the Boarding Card. In case of no show, the carrier may cancel the reservation without notice.

5.4 Compensation in case of death or injury

5.4.1 The Carrier is not liable for any sickness, injury or disablement, including the death of a Passenger, due to the physical condition of the Passenger no more than for any aggravation of that same condition.

5.4.2. No limit is fixed on liability in case of injury or death of a passenger. In this context, the liability of a Carrier from the European Union is automatically incurred up to 113,100 SDR for any death or physical injury resulting from an accident in air carriage unless the death or damage arises from the negligence or other wrongful act or omission of the victim.

5.4.3. Over 113,100 SDR, the Carrier can eliminate or limit its liability by establishing that it was not negligent or at fault in any other way or that the damage arises solely from an act by a third-party.

5.5 Advance payments

5.5.1 In the case of death or injury of a passenger, the Carrier must make an advance payment to meet their immediate economic needs within a period of 15 days from the person entitled to compensation being identified. In the event of death, this advance payment cannot be less than the equivalent of 16,000SDR.

5.5.2 However, this advance payment does not constitute recognition of liability and may be offset against any amounts paid subsequently. It is only refundable in the event of negligence or other wrongful act or omission by the victim or if it is proven that the person to whom this advance was made was not entitled to compensation.

5.6 Passenger delay

5.6.1 The Carrier is liable for damage arising from a delay in the carriage of the passengers by air unless it has taken all reasonable measures to avoid the same or if it were impossible to take such measures. Liability is limited to 4,694SDR in this case.

5.6.2 In any event, only direct, proven damage resulting directly from a delay will be compensated. Accordingly, no indirect damage may be relied upon insofar as concerns the Carrier. It is the responsibility of the passenger to prove the directness of the delay.

5.7 Respective liability of Contracting and Operating Carriers

If the Carrier carrying out the flight is not the carrier with which the contract was made, the Passenger is entitled to make a complaint or claim against either of them. If the Carrier's name or designator code is included on the Ticket, this Carrier is the one with which the contract is made.

5.8 Persons with disabilities or reduced mobility and/or large build

5.8.1 Advance notification

(i) Disabled Passengers must inform the Carrier for assistance no later than forty-eight (48) hours before the published departure time of the flight in question. In the case where the information necessary for assistance is not forwarded within this period, the Carrier will make all reasonable efforts to implement and/or enable implementation of the necessary assistance.

(ii) Personal data required to deliver the assistance including data related to the status of health may be transmitted to subcontractors and/or airports including outside European Union. Where purchasing a Ticket, each Passenger consents to these transfers.

5.8.2 Services provided by the Carrier

Within the context of carriage, the person with reduced mobility is entitled to the following services:

- Carriage of recognized Service Animal in the cabin or in the hold, subject to national regulations,
- In addition to medical equipment, the carriage of a maximum of one item of mobility equipment per person with reduced mobility, including wheelchairs, and subject to there being sufficient room on board the aircraft and without prejudice to application of the legislation on dangerous goods,
- The making of all reasonable efforts to allocate seating to meet the needs of Passengers with reduced mobility at their request and subject to safety requirements and availability,
- If there is an accompanying person, the Carrier will do its utmost, within reasonable limits, to allocate this person a seat next to the said passenger.
- Communication with passengers who have vision impairments or who are deaf or hard-of-hearing, so that these passengers have prompt access to information the carrier provides to other passengers.

5.8.3 Provision of Medical Certificate

(i) Refer to Pregnant women section and transport of liquids in section 6.2.b.

(ii) (a) Where the health status of the Passenger is such that there is reasonable doubt that the Passenger can complete the flight safely, without requiring extraordinary medical assistance during the flight, (b) where the Passenger has a communicable disease or condition that could pose a direct threat to the health or safety of others on the flight and (c) if the Carrier considers the health status of the Passenger needs medical advice before completing the flight.

(iii) To be valid, a medical certificate must be written and signed by the Passenger's physician who establishes that the Passenger is able to travel safely without the need for medical assistance during the flight. The certificate shall be made within 10 days of the date of the first scheduled flight. In case of transmissible disease or infection, the Passenger's physician shall state that the disease or infection would not, under the present conditions in the particular Passenger's case, be communicable to other persons during the normal course of the flight. The medical certificate must state any conditions or precautions that would have to be observed to prevent the transmission of the disease or infection to other persons in the normal course of the flight. It must be dated within 10 days of the date of the flight for which it is presented.

5.8.4 Safety Assistant

The Carrier may require a passenger with a disability to travel with a safety assistant as a condition of being provided air transportation, if the Carrier determines that a safety assistant is essential for safety:

- Where the Passenger, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from carrier personnel, including the safety briefing required by safety regulations;
- Where the Passenger is unable to physically assist in his or her own evacuation of the aircraft because of severe impairment;
- Where the Passenger has both severe hearing and severe vision impairments and the passenger cannot establish some means of communication with carrier personnel that is adequate both to permit transmission of the safety briefing required by the safety regulations and the Passenger is unable to assist in his or her own evacuation of the aircraft in the event of an emergency. Safety assistant must check in at the same time as the passenger with a disability. Carriage of the safety assistant may be charged. Ask the Carrier.

5.8.5 Respiratory Support and carriage in stretcher

(i) Transportation in a stretcher or incubator is not allowed.

(ii) Respiratory Support

a) For safety and security reasons, Passengers are not allowed to use their own oxygen cylinder in the cabin. No ventilator, respirator, continuous positive airway pressure machine or portable oxygen concentrator are provided by the Carrier.

b) Passengers are allowed to use their own ventilator, respirator, continuous positive airway pressure machine or portable oxygen concentrator on board provided that :

- The device meets appropriate authorities' requirements for medical portable electronic devices;
- The device displays the manufacturer's label that indicates the device meets appropriate authorities' requirements, and
- The device can be stowed and used in the cabin consistent with applicable French or European regulations;
- The Passenger has an adequate number of batteries (150% of the overall travelling time) and extra batteries carried on board to power the device are packaged and protected (including battery terminals) from short circuit and physical damage; The number of batteries is not restricted except for batteries with power in a range of 100 Wh and 160Wh: No more than two batteries with power in a range of 100 Wh and 160Wh can be carried.
- The Passenger provided the required advance notice in compliance with article 5.8.1 and any information required by the Carrier.

(iii) Carriage of oxygen cylinder is allowed in the cabin provided that:

- Cylinder shall not be used in the cabin;
- The oxygen cylinder displays the manufacturer's label that indicates the device meets DGAC requirements, and meets DGAC requirements relating to the safety and carriage of hazardous good;
- Passenger must check-in one hour before the Latest Check-in

Time. 5.8.6 Refusal of Carriage

(i) Pursuant to European Regulation (EC) 1107/2006, the Carrier may refuse carriage to a Person with Reduced mobility:

- In order to meet applicable safety requirements established by international, Community or national law or established by the authority that issued the air operator's certificate to the Carrier concerned;
- If the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible

5.8.7 Use of a second seat

Second seat can not be offered according to cabin and seating configuration

5.8.8 On departure and arrival at airports in non-EU member countries, the Carrier applies the regulations in force in that country.

5.9 Children

5.9.1 Any child under the age of two years (infant) must travel accompanied by an able-bodied person of at least 18 years old, except for his father or mother who may be younger. Only one infant may be carried by an accompanying person. Infant does not qualify for a seat allocation. Refer to transport of liquids in section 6.2.b

5.9.2 Children aged between 2 and less than 5 years must be accompanied by a parent (father or mother) or entrusted to an accompanying person. The latter must be at least 18 years old.

5.9.3 Unaccompanied Minors (unaccompanied children aged from 5 and less than 12 years) may be accepted on APG Airlines flights after agreement of the Carrier following a prior written request. A limited number of Unaccompanied Minors are allowed per flight, before purchasing a ticket, contact the Carrier.

Unaccompanied Minors are not accepted on stopover flights and/or with connecting flights.

5.9.4 Accompanying person must wait for flight take off before leaving the Airport. At departure, the person in charge has to advise precisely who will wait for the UM at the arrival point. At arriving, a designated person by one of the parental authority holder shall only receive the UM, this person must have a photo ID.

5.9.5 Children over 12 years old are considered normal Passengers. The Carrier does not assume responsibility for child care and control. However subject to Carrier's consent and payment of an additional fee, minors over 12 years and less than 17 years may be treated as Unaccompanied Minors.

5.9.6 Territorial entry and exit formalities and documentation are specific for children; we remind the parental authority holder to verify it before booking and transportation.

5.9.7 UMs are not allowed to carry Animals in cabin, except Service Animals.

5.10 Pregnant women

Pregnant women are accepted on our lines up to the eighth month of pregnancy. From the seventh month of pregnancy, a medical certificate of good health must be issued by a physician no more than eight (8) days before the date of the trip and shall be presented at check-in specifying:

- No contra-indications to flying, and
- Absence of pathological conditions, and
- When appropriate, allowing the passenger to fly on a long-haul flight
- This certificate must specify what is the month of pregnancy completed at the time of the trip.

On the day of the flight, carriage of pregnant women shall be authorized by the Carrier. Provisions stated in article 8 of these General Conditions of Carriage may apply.

5.11 Disembarkation of the Passenger at his own initiative

A Passenger who at the last minute refuses to board the aircraft although he has checked-in properly and where this refusal does not arise from an act or omission on the part of the Carrier, must compensate the latter for the costs reasonably incurred by it because of his wrongful conduct

5.12 Smoking ban

All flights are no smoking flights. Use of electronic cigarette is not allowed on board.

5.13 Health Situation – COVID19

- Please refer to government's guidelines in force at departure date

Article 6. PROVISIONS APPLYING TO THE CARRIAGE OF BAGGAGE AND RELATED LIABILITY

6.1 The Carrier applies European regulations on prohibited goods. Like all European regulations, this regulation is likely to evolve.

6.2 a. Liquids, as meant by the European Regulation of 6 November 2006 together with aerosols, gels and pastes are prohibited from cabin baggage. This category specifically includes mineral water, perfumes, beverages, lotions, creams, shower gels, shampoo, mascara, soups, syrups, toothpaste, liquid soaps, deodorants, etc. As stated previously, these regulations are likely to evolve. Passenger may consult the latest document on the French Department of Civil Aviation Website: http://www.developpement-durable.gouv.fr/IMG/pdf/surete_doc_affiche.pdf

6.2. b. In accordance with security measures applicable to passenger and carry-on screening, liquid medicines, baby food, liquid foods corresponding to a specific food need may be allowed in the cabin. To this end, you may be required to justify such needs and quantity by providing as among others an appropriate prescription or certificate.

6.3 Delayed baggage

6.3.1 (i) Checked baggage will be handed over at arrival point on luggage conveyor belt and must be identified by the owner. Carrier will identify the baggage with a bag tag.

(ii) By checking one Baggage, Passenger certifies that only his/her belongings are packed in such Checked Baggage. Otherwise, Passenger shall inform the Carrier agent before check-in.

(iii). Checked Baggage will, to the extent possible, be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight. In this case, the Carrier will deliver the Baggage to the Passenger at the airport.

(iv) It is the responsibility of the bearer of the Baggage Checked to collect their Checked Baggage as soon as it is made available to them at the arrival points. If the bearer of the Baggage Check does not collect Baggage, the Carrier does not assume its custody.

6.3.2 The Carrier is liable for damage arising from a delay in the carriage of the baggage by air unless it has taken all reasonable measures to avoid the same or if it were impossible to take such measures. Liability is limited to 1,131 SDR per Passenger in this case.

6.4 Destruction, loss or damage to baggage

6.4.1 The Carrier is liable in the event of destruction, loss, damage or deterioration of the baggage for up to 1,131 SDR per Passenger.

6.4.2 In the case of checked Baggage, it is liable even where there was no wrongful act or omission on its part, except if the baggage was defective. In the case of un-checked Baggage, the Carrier is liable only in the case stated in article 6.10.5.

6.4.3 Passengers are reminded that in the application of security measures, the authorities may be required to open checked baggage. Such handling shall not be the liability of the Carrier and any damage or losses arising from such checks should be claimed from the said authorities.

6.5 Higher limits of liability for baggage

In order to benefit from higher limits of liability, Passengers must declare any Baggage whose value exceeds 1,131 SDR to the Carrier sufficiently in advance of the Latest Check-in Time by making a declaration of special interest when checking-in and by paying an additional sum. In this case, additional indemnities will be limited to the declared value.

6.6 Complaints relating to baggage

6.6.1 In the event of damage, delay, loss or destruction of the baggage, the Passenger in question must lodge a complaint with the baggage claim desk on arrival and/or on departure, then confirm in writing to the Carrier as soon as possible, and no later than within a period respectively of seven days (in the case of damage) and twenty-one days (in the case of delay) with effect from the date on which the baggage was delivered.

6.6.2 Passengers will find the Lost and Found Department contacts on our website.

6.6.3 No compensation will take place for claims lodged after the time-limit provided.

6.7 Items prohibited

6.7.1 The following items may not be carried in any Baggage in the hold and/or in the cabin.

- (a) Shall not be carried in the hold and in the cabin : Articles likely to constitute a hazard for the aircraft, the persons or goods on board, such as those specified in the ICAO and IATA Dangerous Goods Regulations and in the Carrier' current regulations that apply (further details available from the Carrier on request); these refer in particular to explosives, pressurized gases, oxidising, radioactive or magnetized substances, inflammable substances, toxic or corrosive substances, liquids of all sorts (except liquids carried as Hand Baggage and intended for the Passenger's personal use during the trip);
- (b) Shall not be carried in the hold and in the cabin: Articles which it is prohibited to carry under the current laws of the State of planned departure, arrival, overflight or transit;
- (c) Shall not be carried in the hold and in the cabin : Articles which the Carrier reasonably considers to be unfit for carriage by their weight, size, packaging, unpleasant smell, configuration or fragile or perishable nature, taking account inter alia of the type of aircraft used; but also objects or baggages for which the packaging seems inappropriate for transportation or manipulation linked to air transport
- (d) Firearms and ammunitions including those intended for game-shooting or sport are not allowed on board APG Airlines Flights.
- (e) Shall not be carried in the hold and in the cabin: Knives, cutting or stabbing weapons, aerosols capable of being used as offensive or defensive weapons. These articles are strictly forbidden in the cabin and may possibly only be carried in the hold at the Carrier's sole discretion.
- (f) Shall not be carried in the hold but may be carried in the cabin: Medication, perishable goods, funds, currency, jewelry, art object, precious metals, silverware, securities or other precious objects, high-value clothing, optical or photographic apparatus, computers, electronic and/or telecommunication equipment or apparatus, musical instruments, passports and identity papers, keys, samples, business papers, manuscripts or securities, individualized or fungible;
- (g) Shall not be carried in the hold but may be carried in the cabin: Fragile objects;
- (h) Shall not be carried in the hold and in the cabin: live animals, except for cats and dogs or Service Animal but subject to legal prescriptions and Carrier regulations.

6.7.2 Furthermore, it is recalled that the Carrier is entitled to disclaim liability where the damage occurs due to the nature of or inherent defect in any Baggage.

6.8 Free baggage allowance and excess baggage

6.8.1 A Ticket gives the right to carriage of a quantity of Baggage (with a limited weight) "free of charge", without having to pay a supplement, determined according to:

- The fare paid and the class of carriage or
- The Flight Charterer.

6.8.2 The Baggage allowance appears on the Ticket and must in all cases been taken into account.

6.8.3 The acceptance of an excess baggage (regarding their quantity and weight) will remain subject to operational conditions at the time of the flight.

6.8.4 Checked baggage accepted in the hold must not exceed certain weight and size, the size limitation is calculated by adding the total outside dimensions of each bag, length + width + height (including all handles, side pockets and wheels). It should not exceed 158cm. In any case, each Baggage shall not exceed 20 kg. Passenger will be charged for any extra piece and any supplemental kilo in excess of the allowance. A fee of EUR 50 will be charged for excess bag up to 32KG.

6.8.5 Conditions relating to payment of Baggage excesses at airport are available on request from the Carrier's points of sale

6.9 Specific goods

6.9.1 Oversized baggage carriage (which means baggage with a weight over 20 kilos and/or with dimensions over 158cm (height, width, depth, including wheels and handles) such as but not limited to nautical equipment including Windsurfing board, long board, paddle, etc.) is subject to Carrier's prior consent. Request must be received by the Carrier 72 hours before departure (www.apg-airlines.com/contact). If carriage of this oversized baggage is permitted, excess baggage fees must be paid.

6.9.2 Passengers must notify the Carrier for carriage of such specific goods.

6.9.3 The total weight of Baggage carried in excess may not exceed 84 kg per Passenger, see also article 6.8.3. Each Baggage should not exceed 32KG.

6.9.4 Wet battery carriage is not authorized on aircraft operated by APG Airlines.

6.10 Cabin baggage

6.10.1 One single piece of hand baggage per Passenger is authorised in the cabin with dimensions no more than 55 x 35 x 20 cm in size (length, height, depth). It remains in the custody of the Passenger. Passengers must comply with legal and regulatory requirements, particularly in matters of security and safety.

6.10.2 The weight of the Cabin Baggage shall not exceed 6 kg.

6.10.3 Where a Passenger has attempted to carry Baggage in the cabin that does not meet the conditions that apply, the Passenger will be considered to have committed a wrongful act. The Baggage may be confiscated at the Carrier's sole discretion and:

- Refused carriage. The items will be made available for the Passenger at the airport where seized but the Carrier does not guarantee the custody or preservation thereof. Withdrawal of the Baggage does not amount to a deposit agreement.
- Carried in the hold subject to payment of any excess charges, and governed by the liability limits applying to checked Baggage.
- The Passenger may be denied boarding if his conduct so merits.

For health reasons, when packed in Checked Baggage, perishable goods and foodstuffs (and Checked Baggage as well) may be destroyed without any liability to the Carrier.

6.10.4 Medication not classed as Dangerous goods are accepted in cabin but they must be kept in your custody at all times. APG Airlines personnel are not authorised to take charge of your medication or vaccines in particular. Passengers must take account of the restriction on liquids contained in cabin baggage since 6 November 2006. For medication requiring refrigerated storage, Passengers must take all the necessary provisions as the Carrier does not provide any specific equipment for this purpose.

6.10.5 The liability of the Carrier cannot be incurred in the event of Damage to unchecked Baggage unless the Damage arises directly from a wrongful act by the Carrier, one of its agents or servants, which must be established by the Passenger relying thereon.

6.11 APG AIRLINES checks in your luggage to the destination shown on your APG AIRLINES ticket. If you are connecting with another airline after your APG Airlines flight, you must collect your luggage and re-check for your next connection. Please make sure you comply with the immigration formalities of your APG Airlines flight destination.

Article 7. CARRIAGE OF ANIMALS

7.1 Only cat and dog can be accepted on the Carrier's flight, in cabin or hold, subject to weight, size limits and availability. See the definition of Animal and Service Animal. Female animals which have given birth within the preceding forty-eight hours shall not be carried. Veterinary certificate authorizing carriage by air is required for pregnant female animal.

7.2 In application of the French law, carriage of category 1 dogs (attack dogs) is forbidden regardless of the method of carriage (hold, freight or cabin).

7.3 It is the Passenger's responsibility to provide all the required documents including but not limited to up-to-date health certificate, vaccinations, passport of the dog or cat and any document required for the entry or exit of the state of destination. Anyway, the dog or cat shall be at least 12 weeks of age and has to be in compliance with the veterinary prescription of the states of departure, transit and destination. We remind you that since July, 3th of 2011, a new regulation is in force. To the extent of exception stated in the regulation, Electronic chip is necessary to identify the animal for travel inside the European Union, except when the dog and cat are tattooed before this date and the tattoo is legible. This regulation is available on the French Ministry of Farming, Fishing and Food: <http://www.agriculture.gouv.fr/animaux-de-compagnie>

7.4 Cats and dogs may be carried in the cabin (see article 7.6) or in the hold subject to their being in a cage specifically

designed for transportation by air (materials, and closure mechanism in particular) and payment of a surcharge where applicable (except for Service Animals). For applicable rates please contact the Carrier. Pets in hold are subject to a 60€ fee per flight.

7.5 The cage must be large enough to enable the cat or dog to stand up and turn around. Only one dog or cat per cage is permitted. In case the cage does not meet standards, the animal may be not carried.

7.6 The weight of a dog or a cat traveling in cabin must be less than 7 kg, including the cage or bag. The animal will travel in the hold if its weight is higher. The cage or bag shall not exceed the following dimensions: L 45cm X H 35cm X D 20cm. Priority should be given to soft bag which can be more easily placed under the seat in front of the passenger. The Carrier however reserves the right to refuse to carry the cat or dog if it considers that its safety/health or that of persons or property is not guaranteed or if the conditions of paragraph 7 are not respected.

7.7 The Carrier however reserves the right to refuse to carry the cat or dog if it considers that its safety/health or that of persons or property is not guaranteed or if the conditions of paragraph 7 are not respected.

7.8 Service Animals are accepted in cabin. They do not occupy a seat. Service Animal, whatever its weight or size, can be boarded, Passengers are advised to inform the Carrier at least 48 hours before the flight. However, the Carrier may (i) require the passenger to provide documentation that the animal will not need to relieve itself on the flight or that the animal can relieve itself in a way that does not create a health or sanitation issue on the flight, (ii) for safety reasons and in compliance with the applicable law or regulations, refuse to carry the Service Animal.

Service Animal could travel free of charge and will not be charged as excess baggage. Passenger may be required to provide the Carrier with relevant documentation pertaining to the Service Animal.

7.9 For flight not operated by APG AIRLINES, and excepting for Service Animal, animals are forbidden in cabin or hold. However, carriage of animals may be allowed, contact the Carrier.

Article 8. CARRIER'S RIGHT TO REFUSE CARRIAGE

8.1 At the discretion of the Carrier, which must be exercised reasonably, the Carrier may refuse to carry the Passenger as well as his Baggage at any point of boarding and/or connection, if any of the following cases have arisen or arise:

- The Passenger did not comply with the governing law;
- The carriage of the Passenger and/or his Baggage might endanger the safety, health, comfort or convenience of the Passenger, the other Passengers or crew;
- The Passenger's physical or mental state, including but not limited to state that induced by the consumption of alcohol or the taking of drugs or medication, presents a danger or a risk to the Passenger himself or other Passengers, crew or property;
- The Passenger does not provide the Carrier with the required medical certificate as stated in article 5.8.3;
- The Passenger behaved badly on a previous flight and the Carrier has grounds for believing that such behaviour might be repeated;
- The Passenger refused to undergo security checks;
- The Passenger refused to provide proof of his identity;
- The Passenger (or the person who is paying for the Ticket) has not paid the fare in force and/or all costs, taxes or fees due and payable;
- The Passenger does not appear to possess valid travel documents, the Passenger has attempted to enter a territory during transit, and the Passenger has destroyed his travel documents during the flight;

The Passenger refuses to hand these over to Carrier personnel, flight or ground crew, who requested the same or the travel documents have expired, are incomplete in the light of current regulations in force or fraudulent (identity theft, falsification or forgery of documents in particular) or in case of the article 9.1;

- The ticket presented and which the Carrier reserves the right to retain:
 - Has been acquired fraudulently or purchased from a body other than the Carrier or our authorized agent; or
 - Has been listed as a missing or stolen document; or
 - is falsified or forged; or
 - Contains a Flight Coupon that has been defaced or modified by someone other than the Carrier or its authorised agent.

- The Passenger is not using the Flight Coupons in the order in which they were issued or is not travelling in accordance with the order of his flight journey and refuses to pay fare difference, or
- Subject to the governing law, the Passenger requires at check-in or boarding, special assistance has not been requested at booking.

8.2 In addition, if the Carrier reasonably considers that by his behaviour on board the Passenger is endangering the aircraft, a person or property, or that the Passenger is preventing the crew from fulfilling its duties or that the Passenger is not complying with instructions and recommendations from the crew, particularly where these relate to the use of tobacco, alcohol or drugs, or that the Passenger is behaving in a manner that does or could entail a nuisance for other Passengers or crew or disrupt their comfort and convenience or cause them damage or injury, the Carrier may take all measures including but not limited to restraining or coercive measures against the said Passenger that it considers necessary to prevent such behaviour from continuing. The Passenger may be disembarked, denied carriage on subsequent trips to any point on the network and be prosecuted for any offence or wrongful act committed against us or against an other passenger and in particular on board the aircraft. Costs and expenses related thereto and of whatever nature shall be borne by the Passenger.

8.3 Carrier may ban or limit the use on board the aircraft of electronic equipment such as, without being limitative, mobile phones, laptop computers, radio sets, electronic games, transmission equipment, radio-controlled games and transmission/emission equipment as well as any other electronic or recording equipment. However, hearing aids and pacemakers do not fall into these categories.

Article 9. FORMALITIES AT THE PASSENGER'S CHARGE AND PROTECTION OF PERSONAL DATA

9.1 Immigration and carriage formalities

9.1.1 It is the responsibility of the Passenger to comply with government requirements insofar as concerns territorial entry and exit formalities and documentation, including transits as well as for sanitary requirements.

9.1.2 To do this, Passengers should consult the French Ministry for Foreign Affairs' Website <http://www.diplomatie.gouv.fr/fr/>) or the Action Visa Website (<http://www.action-visas.com/>)

9.1.3 In no case will the Carrier be held liable in the event the Passenger is refused on any foreign territory.

9.1.4 The Carrier reserves the right to take action against any defaulting Passenger in order to claim compensation for losses sustained by it, the tour operator or any other person, because of the Passenger not complying with the legal and regulatory requirements in force on any foreign territory or on French territory.

9.1.5 Depending on the destination, airport or country taxes may be payable in cash only. These information are detailed on the internet web sites (see article 9.1.2 above)

9.1.6 Each Passenger must show on request valid identity papers with photo (passport or national ID card). Each document shall not be altered or impaired (e.g. (no exhaustive list): it shall not be damaged or deteriorated or torn into several parts).

9.1.7 At all times during its journey, the Passenger must be in a position, to provide appropriate supporting documents to prove his/her identity. Otherwise, Passenger could be denied boarding regarding the article 8.1.

9.2 Protection of personal data

9.2.1 The personal datas collected by APG Airlines are exclusively used in the good progress of the reservation and the purchase of the ticket, the use of this one, the after-sales service, the treatment of the demands and complaints Passenger may send, as well as for the sending of commercial information, development of customer loyalty, prospecting and satisfaction survey.

9.2.2 To perform the contract of carriage, passengers are asked for personal data and in particular, as an example: Last name, first name, e-mail address, date of birth, etc. No information not suitable for the purchase and use of the air ticket are requested. For this purpose, the Passenger authorizes the Carrier, its subsidiaries and sub- contractors to store the data collected and to transmit it to its subcontractors and/or Authorities requesting it including the authorities or organization for counter-terrorism and for the prevention of other serious offences of a transnational nature. As among others, from January 1st, 2015, pursuant to the French *Code de la Sécurité Intérieure* (CSI), carriers are required to provide to French authorities, passenger data recorded in the booking and departure control systems for flights from/to the French territories except for flights between two points within metropolitan France. Moreover, some authorities could have access to the booking system of the Carrier. For more information, and to know the list



of countries receiving the personal data, please contact the Carrier or your tour-operator.

9.2.3 The purchase of carriage by air from the Carrier itself, a travel agent or tour operator, implies the acceptance by the purchaser and every passenger of their personal data being transferred to relevant authorities when mandatory. The absence of communication or the inaccuracy of the data required may lead to denied check-in, boarding or entry onto foreign territory, with no liability whatsoever of the Carrier.

Each Passenger has the right to access, modify, and delete any information about himself/herself. However, this may lead to the cancellation of the ticket(s) or prevent the Carrier to deliver additional services

9.2.4 Personal Data are used by APG Airlines and their subsidiaries for commercial purposes as listed in 9.2.1; they are not transferred to third party for commercial purposes.

This information is preserved and used by the Carrier in accordance with French and European legislation and in particular French Data Protection Law number 78-17 of 6 January 1978 and the General data protection Regulation (Regulation EU 2016/679) or « GDPR » (. Each individual has the right to access and to change his/her personal data and to object any transfer. Please contact dataprotection@apg-ga.com.

9.2.5 APG Airlines did not create a customer database with the personal datas collected during the purchase of the air ticket. A copy of the air ticket can be displayed in our booking system up to 400 days after the day of transportation.

9.2.6 APG Airlines uses Ogone platform for all sales made by credit cards, this platform is certified PCI DSS, which is the highest level of security for credit card payments. APG Airlines does not have access to the complete credit card information, so no employees of APG Airlines can access these sensitive datas and APG Airlines cannot transferred them to a third party.

Article 10. GOVERNING LAW AND PROOF

These General Conditions of Carriage and any Contract of Carriage are governed by French law. In case of conflict between the French Standards Terms and Conditions of Carriage of the Carrier and this courtesy translation in English, the French version shall prevail.

It is expressly agreed that, unless the Carrier has committed a manifest error, the data kept in its information systems and those of its contractors, and particularly in the e-mail tools the Carrier uses, shall constitute proof of the orders made and the execution of both the Carrier and the Passenger obligations. The data that the Carrier keeps on computerized or electronic media shall constitute proof and, if the Carrier produces them as evidence in any litigation or other proceedings, they shall be admissible, valid and binding as between the Carrier and the Passenger, in the same way, in the same conditions and with the same evidential weight as any document produced, received or kept in writing.

Article 11. PASSENGERS' CLAIMS - MEDIATION OF TOURISM

In case of any complaint, the passenger agrees to contact directly the Customer Relations of APG Airlines (apg-airlines.com/contact), before seeking the assistance of any third party (associations, collecting companies, lawyers). The aim of this clause is not to limit the passenger' right to initiate a legal remedy, but to ensure that the fastest and cheapest answer can be found for both parties. In return, APG Airlines undertakes to send a substantial response to any dissatisfied passenger within 60 days of receiving the complaint.

In case of complaint, and after having contacted the Customer Relations of APG Airlines, and in the absence of a satisfactory agreement within 60 days, the passenger may complain to the Mediator for Tourism and Travel by:

- completing the form provided on the CONSO AME website: www.mediationconso-ame.com ;
- mailing a request to AME CONSO, 11 Place Dauphine – 75001 PARIS. »