

Vienna, Juli 2009

Article 1 – Definition of expressions

„**We**“, „**our**“, „**ourselves**“ and „**us**“ denotes Austrian Airlines AG or Lauda Air Luftfahrt GmbH or Tyrolean Airways Tiroler Luftfahrt GmbH.

„**(Authorised) Agent**“ is a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

„**Agreed Stopping Places**“ are those places, with the exception of the place of departure and the place of destination, expressly defined as scheduled stopping places on your route in the ticket or published as such in our timetables.

„**Air Carrier**“ (Carrier) is an air carrier other than ourselves, whose Airline Code appears on your ticket or on a conjunction ticket.

„**Airline Code**“ is the code of 2 characters or 3 letters that are designated to the relevant airline.

„**Baggage**“ is your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both Checked and Unchecked Baggage.

„**Baggage Tag**“ is a document issued by us to identify your checked baggage. It consists of a baggage tag that is attached to your baggage, and a baggage redemption tag given to you.

Checked Baggage is baggage that we have taken into custody, and for which we have issued a Baggage Check.

„**Check-In Deadline**“ is the time limit specified by us or by an air carrier, by which you must have completed check-in formalities and received your boarding pass.

„**Conditions of Contract**“ are the excerpted conditions that are contained in or delivered with your ticket or Itinerary/Receipt, referred to as such and which incorporate by reference these General Conditions of Carriage (Passenger and Baggage) as part of your transportation contract.

„**Conjunction Flight**“ is a flight due to two or more consecutive, jointly issued tickets, which together constitute a single contract of carriage.

„**Consumer**“ is any person who is a consumer in the sense of § 1, Clause 1 of the Consumer Protection Act ¹ in the currently valid version.

„**Convention**“ is the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal on 28 May 1999.

¹ Federal Law of 08.03.1979, Official Federal Gazette 140, which makes provisions for the protection of consumers.

„**Days**“ are calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a ticket, the day upon which the ticket is issued or the flight is commenced shall not be counted.

„**Electronic Coupon**“ is a coupon in electronic form or other document in our database.

„**Electronic Ticket**“ is the Itinerary/Receipt issued by us, the electronic coupon or the boarding pass.

„**Flight Coupon**“ is that portion of the ticket bearing the remark „Flight Coupon“ or „good for passage“, or, in the case of an electronic ticket, the electronic coupon; which indicates the particular places between which the coupon entitles you to travel.

„**Flight Segment**“ is a portion of transportation between two places, which is carried out by us or by another air carrier.

„**Force Majeure**“ are unusual and unforeseeable circumstances beyond our or your control, the consequences of which could not have been avoided even if all due care had been exercised.

„**Itinerary/Receipt**“ is a document or documents issued by us, containing the name of the passenger, flight information and other information.

„**Passenger**“ is any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket (see also definition for „you“, „your“ and „yourself“).

„**Passenger Coupon**“ is that portion of the ticket that remains permanently in your possession.

„**SDR**“ is a Special Drawing Right as defined by the International Monetary Fund (SDR 1.00 is equivalent to EUR 1.11911 as at 08.05.2009)

„**Stopover**“ is a scheduled stop on your journey, at a point between the departure airport and the destination airport.

„**Tariff**“ is the remuneration to be paid for the transportation of a passenger including baggage, as well as the conditions applicable thereto.

„**Ticket**“ is either the document entitled „Passenger Ticket and Baggage Check“ or the electronic ticket; it includes the conditions of contract and notices, as well as the flight and passenger coupons.

„**Unchecked Baggage**“ is all other baggage.

„**You**“, „**your**“ and „**yourself**“ is any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket (see also definition for „passenger“).

Article 2 – Applicability

2.1 General

Except as provided in Articles 2.2, 2.4 und 2.5, these General Conditions of Carriage apply only on those flights, or flight segments, where the name of our airline or our Airline Code is indicated in the carrier box of the Ticket for that flight or flight segment.

When we issue a ticket for carriage over the lines of another air carrier, we do so only as its agent. You are able to tell that, whenever our Airline Code is not indicated before the flight number.

Our flights are operated by the airlines of the Austrian Airlines Group, that is, Austrian Airlines AG, Lauda Air Luftfahrt GmbH or Tyrolean Airways Tiroler Luftfahrt GmbH.

2.2 Charter Flights

If transportation is performed pursuant to a charter agreement, these General Conditions of Carriage apply only insofar as they are not amended or superseded by the Conditions of the Charter Agreement or the Charter Ticket.

2.3 Code Share Flights

On some routes we offer our services together with other air carriers, under arrangements known as „Code Shares“. This means that even if you have a reservation with us and hold a ticket where our name or Airline Code is indicated as the carrier, another air carrier may operate the aircraft. In case of such a „Code Share“, we or our agents will advise you of this fact at the time you make the reservation.

2.4. Information on the identity of the operating carrier²

As we are aware how important it is for you to know the carrier you are actually flying with, we provide information about the identity of the operating carrier already upon reservation. You also are immediately informed, in case the operating carrier is changed.

Regarding a reservation made through a channel which is not under the direct control of the Austrian Airlines Group, i.e. travel agencies and websites other than our own websites, the travel agents and websites' operators are bound by Art 11 of Regulation (EC) No. 2111/2005² to systematically inform our passengers at the time of reservation of the identity of the operating carrier and of each change of the operating carrier respectively.

You may find the Community list of air carriers subject to an operating ban within the Community at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm and through a link on our homepage www.austrian.com

² According Regulation (EC) No. 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating carrier, and repealing Article 9 of Directive 2004/36/EC

2.5 Overriding Law

In the event of inconsistency between these General Conditions of Carriage and our tariffs or the applicable law, these tariffs or the applicable law shall prevail over the General Conditions of Carriage.

In the event that any regulation of these General Conditions of Carriage is invalid under the relevant applicable law, the remaining provisions shall be unaffected.

2.6 Regulations of the Air Carrier

Except as provided in these General Conditions of Carriage, in the event of inconsistency between these General Conditions of Carriage and other regulations, these General Conditions of Carriage shall prevail.

Article 3 – Tickets

3.1 General Provisions

3.1.1 We will provide carriage only to the Passenger named in the Ticket; you may therefore be required to produce appropriate identification at any time.

3.1.2 The Ticket is not transferable.

3.1.3 The Ticket is and remains at all times our property.

3.1.4 Except in the case of an Electronic Ticket, you shall not be entitled for carriage on a flight unless you are in possession of a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. Furthermore, you shall not be entitled for carriage if your Ticket has in any way been altered other than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled for carriage unless you can provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.5 a In case of loss or damage of a Ticket (or a part of it) bought through us or one of our Agents or in case of non-presentation of the same, upon your request we will replace such a Ticket (or a part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket for the carriage in question had been duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another carrier due to misuse of the Ticket. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or damage was due to the negligence of the issuing carrier, or one of its agents.

3.1.5.b Where such evidence is not available or you do not agree to sign such an agreement, we or the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, which we will refund if and when we are presented with evidence that the lost or mutilated Ticket has not been used before the expiry of its validity; subject to an administration fee.

3.1.6 A Ticket is valuable and you should take all appropriate measures to ensure that it is neither damaged nor stolen.

3.2 Period of Validity

3.2.1 A Ticket bought at standard tariff is valid for transportation for one year from the date of issue or, subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket. A Ticket bought at a tariff other than the standard tariff is valid for transportation or refund only for the period as quoted by the regulations of the air carrier or the transportation tariff or in the Ticket itself.

3.2.2 When you are prevented from travelling within the period of validity of the Ticket, because at the time you request reservations we are unable to confirm your booking, the validity of your Ticket will be extended until such time as we are able to confirm a seat in the class of transportation for which the fare was paid, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey was interrupted on which space is available and exclusively in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. If the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such a Ticket may be extended for not more than three months from the date shown on the Ticket. Under these circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

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

3.3 Coupon Sequence and Use

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

3.3.2 Should you wish to change any aspect of your transportation, you must contact us in advance. The fare for your new transportation must be re-calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change your transportation due to Force Majeure, you must contact us as soon as practicable and furnish us with evidence of such Force Majeure. In this case we will

undertake all reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

3.3.3 Should you change your itinerary without our agreement, we will assess the applicable price for your actual transportation. In this case you will have to pay the difference between the price you have already paid and the total applicable price for the new route you have selected.

3.3.4 Please be aware that while some changes in itinerary will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction of your travel, may well result in an increase in price. Furthermore, many fares are valid only on certain days and/or for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.3.5 Each Flight Coupon contained in your Ticket is valid, in accordance with the applicable fare, only for transportation in the booking class and on the date and flight for which space has been reserved. If a Ticket was issued without a reservation being specified, space may be later reserved, subject to our Tariff and space available on the flight requested.

3.3.6 Please be advised that in the event that you do not appear (on time) for a flight you have booked without advising us in advance, we may cancel your onward or return reservations. Your onward flights will however not be cancelled if you do advise us in advance.

Article 4 – Fares, Tariffs, Taxes and Charges

4.1 Fares

Fares apply only for carriage from the departure airport to the destination airport, unless otherwise expressly stated. Fares do not include ground transport service between airports, or between airports and town terminals. The fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket for travel on the specified dates and itinerary. Should you change your itinerary or your dates of travel, this may therefore impact the fare to be paid.

4.2 Taxes and Charges

Applicable taxes, fees and charges imposed by government or other authority, or by airport operators, shall be payable by you. At the time you purchase your Ticket, you will be advised of the taxes, fees and charges not included in the fare, usually shown separately on the Ticket. These taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. On the other hand, in the event that any taxes, fees or charges that you have paid at Ticket issuance are abolished or reduced, you will be entitled to claim a refund.

4.3 Currency

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

Article 5 – Seat Reservations

5.1 Reservation Requirements

We, or our Authorised Agent, will record your reservation. Upon request we will provide you with written confirmation of your reservation.

5.2 Ticketing Time Limits

If you have not paid for the Ticket prior to the specified time limit and have made no arrangements with us for payment of the Ticket, we may cancel your reservation.

5.3 Personal Data

Please note that you have given us your personal data for the purposes of making a reservation, purchasing a Ticket, for clarification if you are fit to fly, obtaining ancillary services, developing and providing certain services, facilitating immigration and entry procedures and that we may provide such data to government agencies in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or to the providers of the abovementioned services.

5.3.1. Data collection for foreign authorities

In several countries there are legal and/or regulatory obligations for air carriers to submit personal data from the reservation system to the respective competent authority, provided that the airport of destination or transit is situated in one of the countries concerned. You may find a list containing those countries as well as the data concerned **here**.
<http://www.aua.com/at/eng/Austrian/AGB/datacollection/>

Please note that all data which you provide in your reservation may be submitted.

For Information, Complaints and Data requests you may call us at: +43 (0)5 1766 1000 (local call fee from all over Austria, Mon- Sun, Holidays 8h - 20h) or by E-Mail: AustrianInternet@austrian.com.

5.4 Seating

We will endeavour to honour advance seating requests; however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5 Reconfirmation of Reservations

5.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you in time when we require reconfirmation, as well as how and where it should be done. If this is required and you fail to reconfirm, we may cancel your onward or return reservations. Should you inform us that you nevertheless wish to travel and there is space available on the flight in the required booking class, we will exercise all efforts to transport you to your next or final destination.

5.5.2 In any case you should also check the reconfirmation requirements of any other Carriers involved in your journey. Where it is required, we request that you reconfirm your flight with the Air Carrier whose code appears in the „Carrier/Flight“ box on your Ticket.

Article 6 – Check-In and Boarding

6.1 Check-In deadlines are different at every airport and we recommend that you inform yourself of them on time and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-In deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-In Deadlines. We or our Authorised Agents will be glad to advise you of the Check-In Deadline of your first flight with us. You may also obtain these deadlines from our timetables. For any subsequent onward or return flight on your journey you must however inform yourself.

6.2 You must be present at the boarding gate no later than the time specified by us when you check in.

6.3 We may cancel your reservation if you fail to arrive on time at Check-In or at the boarding gate.

Article 7 – Refusal and Limitation of Carriage

7.1 Right to Refuse Carriage

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage on our flights, provided that we have previously notified you in writing. Under these circumstances you will of course be entitled to a refund.

We may also refuse to carry you or your Baggage if one of the following have occurred, or we have reason to believe will occur:

7.1.1 such action is necessary in order to comply with any applicable national or international regulations; or

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

7.1.3 your mental or physical condition, including your impairment by alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew or to property; or

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated; or

7.1.5 you have refused to submit to a security check; or

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

7.1.7 you do not appear to have valid travel documents, may seek to enter a country which you are only entitled to transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew – against receipt – when so requested; or

7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported lost or stolen or you cannot prove that you are the person named in the Ticket; or

7.1.9 you have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use or you present a Ticket which has been altered in any way, other than by us or our Authorised Agent; or

7.1.10 you fail to observe our instructions with respect to safety and security or other instructions.

7.2 Special Assistance

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to express prior arrangement with us.

Article 8 – Baggage

8.1 Free Baggage Allowance

You may carry with you a certain amount of Baggage free of charge, subject to our conditions and limitations, which are available upon request from us or which may be obtained from the Passenger Coupon, as well as from the the information stated on our website.

8.2 Excess Baggage

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request.

8.3 Items Unacceptable as Baggage

8.3.1 You may not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft, persons or property on board the aircraft, in particular those specified in the „Dangerous Goods Regulations“ of ICAO (International Civil Aviation Organization) and IATA (International Air Transport Association) and in other regulations (further information is available from us upon request);

8.3.1.2 items, the carriage of which is prohibited by the applicable laws, regulations or other orders of the state of departure, or of the state that is being flown to or over;

8.3.1.3 items, which are considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or because of being fragile or perishable, are unsuited for transport as Baggage. Information about unacceptable items is available from us upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with our conditions, whereby firearms must be unloaded with the safety catch on, as well as suitably packed. Carriage of ammunition is subject to the regulations as specified in 8.3.1.1 above.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.5 In the event that any objects as described in 8.3.1 and 8.3.2 are located in your luggage, however, we are not liable for the loss of or damage to these objects, on the precondition that the loss or damage have not been caused as a consequence of grossly negligent or wilful behaviour on our part.

8.4 Right to Refuse Carriage

8.4.1 We reserve the right to refuse carriage of items referred to in Article 8.3, and we may refuse further carriage of any such items discovered during transportation. We also reserve the right to refuse carriage of Baggage, if you haven't paid the applicable charge (e.g. excess baggage or sports equipment). You are responsible for the further disposal of refused Baggage and we don't assume any liability for it.

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

8.4.3 We may refuse to accept Baggage for carriage if it is in our reasonable opinion not properly and securely packed. Information about packing unacceptable to us is available from us upon request.

8.5 Right of Search

For reasons of safety and security we may request that you permit a search or scan of your person, as well as a search or scan of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in the possession of or whether your Baggage contains any item described in Article 8.3 above. If you are unwilling to comply with such a request, we may refuse to carry you and your Baggage. In the event that a search or scan causes damage to your Baggage, we shall not be held liable for such damage, except for cases of intent and gross negligence.

8.6 Checked Baggage

Upon delivery to us of the Baggage that you wish to check, we will take it into our custody, and issue a Baggage Tag for each piece of your Checked Baggage.

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

8.6.2 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety or security reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight, we will deliver it to you upon arrival to the destination, unless applicable law requires you to be present for customs clearance.

8.7 Hand Baggage

8.7.1 The maximum dimensions and weight for Unchecked Baggage are specified in the Ticket. Furthermore, it must fit under the seat in front of you or in a baggage compartment, otherwise it must be checked.

8.7.2 Objects not suitable for carriage in the hold (such as delicate musical instruments), and which do not meet the requirements of Article 8.7.1 above, will only be accepted for carriage in the cabin if you have given us notice in advance and permission has been granted by us. We will request you to pay a separate charge for this service. Information on this service is available from us upon request.

8.8 Collection and Delivery of Checked Baggage

8.8.1. You are obliged to take receipt of your luggage as soon as it is made available at the destination airport or stopover location. In the event that you do not collect the luggage within five days either of the arrival of the luggage or of the time at which you are advised of its arrival, we are permitted to collect a storage charge. The storage fee is equivalent to the fee payable at the airport in question for the storage of your Checked Baggage, up to a maximum of EUR 10.00 per day. Should your Checked Baggage not be claimed within three months after the time it is made available, we may dispose of it without any liability for subsequent damage. This exclusion of liability is only applicable to consumers where the baggage is not collected as a result of deliberate or grossly negligent actions on our part. Should there be any fees open, we will deliver your Baggage against payment of the open fees.

8.8.2 Only the bearer of the Baggage Check is entitled to delivery of the baggage. We are however not responsible for checking that the bearer of the Baggage Check is the rightful recipient of the baggage to be delivered.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check, we will deliver the Baggage to such person only on the condition that we are satisfied that this is the rightful owner of the Baggage.

8.9 Animals

The carriage of your animals is subject to our express acceptance. If we agree to carry your animals, they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, birds or other pets are properly crated and accompanied by valid health and vaccination certificates, entry permits as well as other documents required by countries of entry or transit. Such carriage may be subject to additional conditions specified by us, which are available from us upon request.

8.9.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate, available from us upon request.

8.9.3 Guide dogs and other guide animals accompanying Passengers with disabilities will be carried free of charge over and above the free Baggage allowance, subject to conditions specified by us.

8.9.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or the loss, sickness or death of an animal we have agreed to carry, unless we have caused the damage deliberately or through gross negligence.

8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country. If the animal is not properly crated during transportation we will accept no liability and the owner of the animal must reimburse us for any fines, costs, losses or liabilities imposed or incurred as a result.

Article 9 – Schedules, Delays, Cancellation of Flights

9.1 Schedules

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

9.1.2 Before we accept your booking, we will inform you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible that we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will inform you of such changes.

9.2 Cancellation, denied boarding due to overbooking, delay to flights

9.2.1 We strive to the best of our abilities to avoid cancellations, denied boarding due to overbooking and delays to flights. In the event that a flight is delayed or cancelled or you are denied boarding due to overbooking, however, you have claims in accordance with *Regulation (EC) No. 261/2004 of the European Parliament and of the Council 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.*

9.2.2 In the following cases, you have a claim to compensation in accordance with *Regulation (EC) No. 261/2004 of the European Parliament and of the Council 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*:

- Delay to departure of more than 5 hours,
- Denied boarding due to overbooking,
- Certain cases of flight cancellation as described in the above Regulation,
- Transportation in a lower class than that purchased for the ticket.

Article 10 – Refunds

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

10.1.1 We shall be entitled to make a refund either to the person named in the Ticket or to the person who paid for the ticket, upon presentation of satisfactory proof of such payment.

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

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

10.2 Voluntary Refunds

10.2.1 If you are entitled to a refund for reasons other than those set out in Article 9.2 above, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, the fare paid, less applicable service charges and cancellation fees will be refunded;

10.2.1.2 if a portion of the Ticket has been used, the refund will be the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less applicable service charges and cancellation fees.

10.3 Refund of a Lost Ticket

10.4.1 If you lose a Ticket or a portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund on the ticket price will be made after expiry of the validity period of the Ticket, on condition:

10.3.1.1 that the lost Ticket (or portion of it) has not been used, previously refunded or replaced;

10.3.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay us the amount refunded in the event of

fraud and/or to the extent that the lost Ticket (or portion of it) is used or presented for refund or replacement by a third party.

10.3.2 If we or our Authorised Agent lose the Ticket, we shall of course replace it.

10.4 Right to Refuse Refund

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

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

10.5 Currency

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

10.6 Refunder

Voluntary refunds will be made only by the carrier or its Agent, who originally issued the Ticket.

Article 11 – Conduct On Board the Aircraft

11.1 General

If in our opinion you conduct yourself on board the aircraft such that

- The aircraft, or any person or property on board the aircraft are endangered,
- You obstruct the crew in the performance of their duties, or fail to comply with their instructions, including but not limited to those with respect to smoking, alcohol or drug consumption, or
- You behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew,

we may take such measures, as we deem reasonably necessary to prevent continuation of such conduct. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft. Additionally we reserve the right to issue legal proceedings.

Furthermore we reserve the right to collect your personal data for prosecution and other legal proceedings.

11.2 Electronic Devices

For safety reasons, the operation of electronic equipment such as mobile telephones, laptop computers, portable radios and recorders, CD players, electronic games or transmitting devices, including radio controlled toys and

walkie-talkies is forbidden. The use of hearing aids and pacemakers is of course permitted.

Article 12 – Arrangements for Additional Services

12.1 If we make arrangements for you with a third party to provide any services other than carriage by air, or if we issue a ticket or a voucher relating to transportation or services provided by a third party, such as for example hotel reservations or car rental, in doing so we act only as your agent. In these cases the terms and conditions of the third party service provider will apply.

If these ancillary services are rendered by ourselves, we shall be liable only for intent and gross negligence.

12.2 If we are also providing surface transportation to you, other conditions than these will apply.

Article 13 – Administrative Formalities

13.1 General

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

13.1.2 We shall not be held responsible for the consequences that result from the failure to obtain such documents or from the non-compliance with such laws, regulations and requirements.

13.2 Travel Documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation or other requirement of the countries concerned, and permit us to make and retain copies thereof.

We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order. We are not liable, if in good faith we are of the opinion that in our view decisive regulations do not allow your carriage, which we therefore refuse. Furthermore, we are not liable for damages that arise from the non-compliance of formalities if you were nevertheless accepted for carriage, despite your non-compliance.

13.3 Refusal of Entry

If you are denied entry into any country, you will be responsible to pay any resulting expenses, fines or charges levied against us, as well as the cost of transporting you from that country. In this case we will not refund the fare collected for carriage to the point of denied entry.

13.4 Passenger Liability for Fines, Detention Costs, etc.

If we are required to pay any fine, penalty or costs for your detention or to incur any expenditure by reason of your failure to comply with the entry, exit or transit

regulations of the country concerned or your failure to produce the required (travel) documents, you shall reimburse us on demand any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

Furthermore, we reserve the right to take all such necessary measures in order to enable us to ensure payment is made.

13.5 Customs Inspection

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

13.6 Security Inspection

You shall submit to all security checks by governments, airport, the Carriers or by ourselves.

Article 14 – Successive Carriers

Carriage to be performed by us and other Carriers under one Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.3.2.

Article 15 – Liability for Damage

15.1 Principles

If transportation on your journey is also performed by other Carriers, liability will be determined according to their own Conditions of Carriage. Our liability provisions are as follows:

15.2 Applicable Law

The Convention and Regulation (EC) No. 889/2002 (all regulations in the currently valid version) are the applicable laws relating to our damage liability.

15.3 General Regulations

15.3.1 Our liability for damage is reduced in whole or in part by any negligence on your part, which causes or contributes to the damage.

15.3.2 If we issue a Ticket or if we check Baggage for carriage on another Carrier, we do so only as agent for the other Carrier.

With respect to Checked Baggage, you may also make a claim for damages against the first or last Carrier.

15.3.3 We will not be liable for any damage arising directly or indirectly from our compliance with applicable laws or government rules and regulations or from your failure to comply with the same, or which arises from circumstances that are not in our responsibility.

15.3.4 We are only liable for recoverable compensatory damages for proven losses and costs. We are not liable for indirect damages or consequential damage, or for damage recovery of a penal nature. This exclusion of liability is only applicable to consumers where we have not caused the damage deliberately or through gross negligence and the interests of the consumers affected by this damage were not known to us at the time of the conclusion of the contract.

15.3.5 Exclusions or limits of our liability apply also to our Authorised Agents, employees, representatives, as well as to every person whose aircraft we operate, including their Authorised Agents, employees and representatives. The total amount recoverable from us and from the named persons shall not exceed the amount of our own liability limits.

15.3.6 Regardless of the conditions of Article 15.4.2, we shall not be liable if we furnish proof that we, our people and other persons in our service for the completion of our contract of carriage, undertook all necessary measures to guard against the damage, or that we could not take such measures.

15.3.7 Nothing in these General Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws.

15.4 Liability for Personal Damage

15.4.1 Unlimited Liability

Our liability for damages caused by death, injury or damage to the health of a passenger by an accident on board an aircraft or when entering or leaving the aircraft is not limited in amount.

15.4.2 Renunciation of Liability Exemption

For damages up to a value of SDR 100,000 (equivalent to a value of EUR 111,911 as at 08.05.2009), we renounce liability exemption by virtue of proof according to Article 20 of the Convention.

15.4.3 Prepayments

In the case of damages arising, we will promptly, in any case within 15 days of determination of the identity of the natural person entitled to compensation, make a prepayment on the amount of compensation to be paid necessary to cover immediate financial need. In case of the death of a passenger, the value of this prepayment is at least SDR 16,000 (equivalent to an amount of EUR 17,905.76 as at 08.05.2009). This prepayment shall be considered as part payment towards the final compensation amount.

15.4.4 Exclusion of Liability

If we undertake your transportation despite the fact that this transportation constitutes a danger to you due to your age, mental or physical condition, or this danger is to be feared, we will not be held liable for damage to the extent that this has been caused in whole or in part by this condition.

If the transportation could constitute a danger for you for these reasons, you are obliged to inform us of this in advance in order to enable us to examine the possibilities for risk-free transportation.

15.5. Liability for Damages to Baggage

15.5.1 Our liability for Baggage is limited to the amount of SDR 1,000.00 (equivalent to an amount of EUR 1,119.11 as at 08.05.2009) for each passenger.

These limits on liability do not apply if it can be proven to us that the damage has been caused by an act or failure on our part or that of our employees which has been undertaken either deliberately or frivolously and in the knowledge that this would probably result in damage; in case of an act or failure on the part of our employees, it must also be proven that this person was acting in performance of their duties.

15.5.2 We are not liable for any damage caused by items in your Baggage. If these items cause damage to the Baggage of another passenger or to our property, you shall be responsible for repayment of all damages and costs to us as a result.

15.5.3 In the event that any objects as described in 8.3.1 and 8.3.2 are located in your luggage, however, we are not liable for the loss of or damage to these objects, on the precondition that the loss or damage have not been caused as a consequence of grossly negligent or wilful behaviour on our part (see Article 8.3.4.).

Article 16 – Time Limitations on Claims and Actions

16.1 Notice of Claims

Acceptance of Baggage without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding damage to Checked Baggage, you must notify us as soon as you discover the damage, and at the latest, within 7 days of receipt of the Baggage. Similarly, if you wish to file a claim or an action regarding delayed delivery of Checked Baggage, you must notify us as soon as possible, and at the latest within 21 days from the date that the Baggage has been placed at your disposal. Every such notification must be made in writing, and must be sent within the time limits mentioned above.

16.2 Limitation of Actions

Any right to damages shall be extinguished if an action is not brought within 2 years of the date of arrival of the aircraft at the destination or the date on which

the aircraft was scheduled to arrive or the date on which the transportation was interrupted. The calculation of the period of limitation shall be determined by the law of the court where the case is heard.

Article 17 – Other Conditions

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions, as varied from time to time, are important and concern among other things the carriage of unaccompanied minors, restrictions on the use of electronic devices, the consumption of alcoholic beverages on board, etc.

Article 18 – Interpretation

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

Article 19 – Amendments and Waiver

None of our Authorised Agents, employees or authorised representatives are entitled to supplement or amend these General Conditions of Carriage or to waive their application.

Article 20 – Court of Jurisdiction

If no court of jurisdiction results from the conditions of the Convention, legal action can only be brought against us at the applicable court in Vienna.