

**GENERAL TERMS AND CONDITIONS OF CARRIAGE
SERVICES
(PASSENGERS AND BAGGAGE)**

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Introduction:

Within the General Terms and Conditions set out below subject to a different meaning given by the context or by any contrary provision, have the following meaning respectively:

Article I

DEFINITIONS

Authorized agent: means an individual or legal entity that is authorized by the Carrier to represent the Carrier in the sale of air carriage tickets for the services of the Carrier or for the services of another Carrier if said agent is so authorized.

Voluntary stop: refers to a stop-over which takes place when a passenger interrupts his/her journey at an intermediate point and when the journey cannot be continued on the day of his/her arrival or within the next 24 hours if there is no connecting flight on the day of his/her arrival.

Baggage: means the items, effects and other personal objects of a passenger intended to be carried or used by the passenger, necessary for his/her comfort and well-being during the journey. Unless otherwise provided, this term includes both checked baggage and unchecked baggage.

Checked baggage: means the baggage entrusted by the passenger holding a ticket as defined below to the Carrier which takes custody of it for the exclusive duration of the air transport and for which a baggage check has been issued.

Unchecked baggage: means all baggage of the passenger other than the checked baggage. This Baggage remains in the custody of the Passenger during the exclusive duration of the transport.

Ticket: means a valid document that establishes the right to Carriage, in the form of an "individual or group travel voucher", or by equivalent means in a paperless form, which is issued or authorized by the Air Carrier or its Authorized Agent, which may be completed by a Baggage Identification Form for Checked Baggage. The Ticket evidences the Contract of Carriage and, therefore, incorporates these General Terms and Conditions of Carriage. It includes notices to passengers, as stipulated in the Convention.

Conjunction ticket: is a complementary document of the initial ticket the issue of which is rendered necessary because of the large number of coupons for a primary ticket, which together constitute a single Contract of Carriage.

CONVENTION: means, depending on the case, one of the following legal bases:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929 (Warsaw Convention);
- The Warsaw Convention as amended in the Hague on 28 September 1955;

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- The Warsaw Convention as amended by the Supplementary Protocol No 1 in Montreal (25 September 1975);
- The Warsaw Convention as amended in the Hague and by the Additional Protocol No 2 in Montreal (25 September 1975);
- The Warsaw Convention as amended in the Hague and by the Additional Protocol No 4 in Montreal (25 September 1975);
- the Guadalajara Supplementary Convention (1961).

It being understood that the applicability to the TUNISAIR contract of one or other of the aforementioned legal instruments is expressly governed and conditioned by their ratification by Tunisia and their entry into force.

Carrier designator code
means the code assigned by the IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown on the ticket next to the flight number.

General Terms and Conditions of Carriage
means these general terms and conditions of carriage.

Contract of carriage: means the declarations and provisions appearing on the ticket, identified as such and incorporating these General Terms and Conditions of Carriage as well as notices to Passengers.

Flight coupon: means the part of the ticket marked by the note "valid for carriage" indicating the exact points of the whole journey between which the transport is to be carried out and, in the case of an electronic ticket, the electronic coupon indicating the specific points between which the passenger must be transported.

Passenger Coupon" or Passenger Receipt: means the portion of the ticket, issued by the Carrier or on his/her behalf, which is identified as such and must be retained by the Passenger until the entire journey is completed.

Electronic coupon: means an electronic flight coupon or any other document that has the same value, which is stored in the database of the carrier.

Special declaration of interest: means the declaration made by the passenger at the time of check-in of his/her baggage, which specifies the particular value of his/her baggage estimated by him/her, declaration made in consideration for the payment of a surcharge to the carrier.

Damage

includes the harm that arises in the event of death or bodily injury that a Passenger may suffer or that results from a delay, total or partial loss, or any other harm arising due to the Air Carriage, as defined below, or that is in direct connection therewith.

Special drawing rights (SDR): means a unit of account as defined by the International Monetary Fund.

Stopovers: means the points, with the exception of the points of departure and arrival, shown on the ticket or mentioned in the schedules of the Air Carrier as stopovers planned on the passenger's itinerary.

Baggage tag or tag: means a document issued by the Air Carrier for the sole purpose of identifying the baggage that has been checked in and containing a portion

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affixed to the baggage that has been checked in (tag) or any other portion that is issued to the passenger for the identification of the baggage (baggage slip).

Baggage identification form:

means a tag issued by the Carrier for the sole purpose of identifying the Checked Baggage and that includes a portion that is affixed to the Baggage (“Baggage Tag” or “Baggage Label”) and another portion that is issued to the Passenger for the identification of the said Baggage (“Baggage Check”).

Free baggage allowance

means the maximum quantity of Baggage (by number and/or weight and/or dimensions) determined by the Carrier with which each Passenger may travel.

Issue fees (or “Ticketing fee”) means fees charged, where applicable, to the Passenger by the Carrier or its Authorized Agent, in consideration for issuing a Ticket. The amount of the fees is determined by the issuer of the Ticket (the Carrier or the Authorized Agent, as appropriate).

Administration fees: means the fees charged, where applicable, to the Passenger by the Carrier and/or its Authorized Agent, in particular in consideration for the modification (“Modification Fees”), reissue (“Reissue Fees”) or refund (“Refund Fees”) of a Ticket. The Passenger shall be informed by the Carrier of the amount of applicable Administration Fees prior to finalization of his/her Reservation. The amount of said Fees is available from the Carrier or its Authorized Agent.

Check-in deadline: means the time limit specified for each flight by the Air Carrier before which the passenger must have carried out his/her check-in formalities and be in possession of his/her boarding card or pass.

Schedules or “Schedule indicators”

means the list of departure and arrival times for the aircraft, as shown in the schedule guides published by the Carrier, or under its authority, or as brought to the attention of the public by electronic means.

IATA: means the International Air Transport Association.

Days: means the calendar days that include the seven days of the week. In the event of notice, the dispatch day of such a notice is not taken into consideration. In order to determine the validity of a Ticket, the date of Ticket issue or the flight departure date are not counted.

Baggage Check:

means the portion of the Baggage Identification Form issued to the Passenger by the Carrier, relating to the carriage of Checked Baggage.

Travel Memo or “Itinerary and Receipt”

means one or more documents that the Carrier issues to the Passenger that confirm(s) the issue of an Electronic Ticket and that bear(s) his/her name, information on the flight and notices to Passengers.

Electronic Ticket:

means the Ticket saved by the Carrier or at its request by a computerized reservation system and that is evidenced by the Travel Memo, the electronic Flight Coupon or

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any other document that has the same value, issued by the Carrier or an Authorized Agent.

“Safety”: means any object which, for reasons of safety or security, cannot be admitted to the cabin in accordance with the requirements of the Government and/or the Carrier's Regulations

Passenger: means any person, except members of the crew, who is carried or to be carried by plane pursuant to a contract of carriage with the consent of the Air Carrier.

Regulations of the Carrier: means any rules including these conditions published by the Air Carrier and in effect on the date of issue of the ticket, relating to the carriage of passengers and/or baggage, including all applicable rates on that date.

Carriage: means the carriage of passengers and/or his/her baggage by air, for a fee or for free as defined by the Convention. **Air Carriage**: means, as defined herein, any flight from boarding to landing operations within the meaning of Article 17 of the Convention.

Air Carrier: means the Airline that issued the ticket, or who has honored a ticket issued by its authorized agent or other partner company, and any Airline that participates in or agrees to carry the passenger and/or his/her baggage under the same ticket.

Actual Carrier

means the carrier actually performing the flight.

Contractual Carrier or “Contracting Carrier”

means the carrier with which the Passenger has concluded a Contract of Carriage and for which the Designator Code appears on the Ticket.

Code Share or “Code Share Flight”

means a flight operated by an Air Carrier that can be either the Carrier with which the Passenger has concluded a Contract of Carriage (“Contracting Carrier” or “Contractual Carrier”), or another Carrier (Carrier providing the flight or “Actual Carrier”) with which the Contracting Carrier has associated its Designator Code.

Domestic flight: means any flight for which the departure and arrival town are within the same State, within territorial continuity.

International flight: means, as defined by the Convention, any flight for which the departure point and arrival point and, possibly, the stopover point, are located on the territory of at least two States that are parties to the Convention or within a single State if a stopover is scheduled in another State that is party to the Convention.

Air Travel: see “Air Carriage”.

Force majeure: means circumstances that are external to the party citing them and who can provide evidence of them, that are abnormal and unpredictable, the consequences of which could not have been avoided despite all the care and attention exercised.

1. ARTICLE II

SCOPE OF APPLICATION

1- General provisions:

- a) With the exception of the provisions set out in paragraphs (2), (3) and 4 of this Article, these Terms and Conditions of Carriage apply to all air carriage of passengers and baggage carried out by a carrier against compensation.

These General Terms and Conditions also apply to free or reduced-fare carriage, unless otherwise provided by the Air Carrier in its regulations or tickets issued for such carriage.

- (d) These General Terms and Conditions of Carriage have been drawn up pursuant to the Convention

- 2- **Predominance of the Law:** if a provision contained or referred to in these Terms and Conditions is contrary to the Convention, where it is applicable, or to any law or regulation and to any measure of public order, this provision shall not be valid. Invalidation of this provision shall not have any effect on the validity of other provisions of these Terms and Conditions.
- 3- **Prevailing of the Terms and Conditions over the Regulations of the Air Carrier:** Unless otherwise provided, in the event of any inconsistency between these Terms and Conditions and the Regulations of the Carrier, these Terms and Conditions prevail, except for national laws and regulations that prevail in certain circumstances.
- 4- **Code Share:**
 - a) For some air services, the carrier has entered into agreements known as code-share with other partners; it follows that even if the traveller holds a TUNISAIR reservation, and if he/she possesses a ticket in which Tunisair is designated as a carrier, by means of its code (TU), the transporting aircraft may belong to another carrier called "tractor".
 - b) In the case referred to above in (a), and in any other similar or approximative form, TUNISAIR or its authorized agent shall inform the passenger, at the time of issue of the ticket, at the time of check-in and before boarding, that he/she shall benefit from the general terms and conditions of carriage of TUNISAIR, and in particular the system of liability adopted by TUNISAIR.

5- Charter: If the carriage is carried out under a charter contract, these Terms and Conditions only apply if they are incorporated, by reference or otherwise, in the terms of the charter contract, or the ticket or pass-out ticket.

ARTICLE III

TICKETS

1. **General provisions:** The ticket shall constitute prima facie evidence of the air transport contract between the Air Carrier and the passenger whose name appears on the ticket.
 - a) The Transport service is provided only to the designated Passenger(s) on the Ticket. The Carrier reserves the right to check

- the identity documents of these Passengers. Passengers must therefore be able to provide the Carrier with proof of their identity, as well as the identity of those for whom they are responsible, at any time during their journey.
- b) The passenger shall not be entitled to carriage if the shown ticket has been damaged or has been modified by a person other than the Air Carrier or its authorized agent.
- c) Loss, deterioration or non-presentation of the ticket: (g) In the event of the loss of or damage to all or a part of the ticket or non-presentation of a ticket containing the passenger coupon or passenger receipt and all the unused flight coupons, the Carrier that issued the ticket shall replace all or part of the ticket on the request of the passenger or in conformity with the Regulations of the carrier by issuing a new ticket if sufficient evidence that a valid ticket for the flights in question had been duly issued and that the fees had been duly paid is provided to the Air Carrier.
- d) With the exception of an Electronic Ticket, a Passenger may only be carried if he/she is able to present a valid Ticket that contains the corresponding Coupon for the flight in question and all other unused Coupons, as well as the Passenger Coupon. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or one of its Authorized Agents shall not be valid for carriage. For Electronic Tickets, a Passenger must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket has been issued in his/her name.
- e) A ticket is neither transferable nor assignable. If a ticket is presented by a person other than the person entitled to transport or refund (person eligible under the contract of carriage or "ticket"), the Air Carrier shall not be held liable for any consequences occurred to that person if the carrier transports the person holding this ticket or refunds in good faith.
- f) Any passenger benefitting from a fare reduction of a fare that is subject to specific conditions must be able to justify its legitimacy and regularity at any moment of his/her journey.

2. Period of validity and extension of validity of the ticket:

Unless otherwise provided for on the Ticket or in these General Terms and Conditions of Carriage, and except for Fares that affect the validity period of a Ticket, as stated to the Passenger when buying the Ticket or on the Ticket itself, a Ticket is valid for carriage:

- for one year, as from the date of issue thereof, or
- for one year, as from the date of use of the first Coupon, if such use occurs within one year of the date on which the Ticket is issued.

- **Extension of validity for reasons beyond the control of the passenger:**

If a Passenger, after having started his/her journey, is prevented from travelling during the validity period of the Ticket for health reasons, the Air Carrier will extend (to the extent that such an extension is not contrary to the Carrier's Regulations taking into account the fare paid by the Passenger) the validity of the Ticket for that Passenger until the date on which, on the basis of a medical certificate, the Passenger is once again in a position to travel or until the first flight of the Air Carrier which follows that date from the point at which the journey is resumed, on which a seat is available in the class of services corresponding to the paid fare. If the flight coupons which remain on the ticket or in the event of an electronic ticket, the electronic coupon contains one or more agreed stopping places, the validity of the ticket (subject to the Carrier's Regulations) may be extended by three months at the most, from the date shown on the medical certificate submitted. In such circumstances, the Air Carrier shall similarly extend the validity of the tickets of other family members who are close to the passenger and travel with him/her.

- **Refund and the original issuer:** The refund shall be made only by the Air Carrier that originally issued the ticket. In the event of a ticket issued by an agent authorized by the Carrier, the agent may refund the passenger on the Carrier's behalf subject to the prior consent of the Carrier.

Cases of force majeure invoked by a passenger:

In the event of an interruption of a started flight as the result of force majeure, the passenger's ticket cannot be refunded or extended unless it is previously approved by the company, with the exception of death.

- **Extension in the event of death:** In the event of the death of a Passenger during a journey, the tickets of the persons who are accompanying the deceased passenger may be changed, either by waiving any minimum stay requirements or by extending the validity period. In the event of the death of an immediate family member of a passenger whose journey has started, the ticket of the passenger and those of the members of his/her immediate family travelling with them may be changed in the same way. Any change must be made in exchange for a valid death certificate and the extension of the validity may not exceed 45 days from the date of death.

3- Order of the use of coupons

- a) **Sequential use of flight coupons:** The passenger can use and the carrier will redeem the flight coupons in sequential order from the starting point which is stated on the ticket.

- b) **Class and booking:** Each flight coupon is valid for the carriage in the class specified in the ticket box provided for that purpose on the date and for the flight corresponding to the reservation. In the event of coupons issued without a reservation, any reservation may be made in conformity with the conditions of the fare concerned and within the limit of the seats available on the requested flight.
- c) **Use of the first flight coupon:** The ticket is not valid and the Air Carrier reserves the right not to honour the ticket of a passenger if the first flight coupon corresponding to an international journey has not been used and if the passenger begins his/her journey at a agreed stopping point or at a stopover. If the Air Carrier accepts the carriage, the Carrier will be entitled to cancel the unused coupon by affixing the comment “not valid for the carriage” on the coupon. However, this coupon remains reimbursable under the current regulatory conditions.
- d) If the passenger uses his/her ticket on a route different from the route originally listed on this ticket, there may be a difference in the fare and the Air Carrier may at any time adjust the amount owed by the passenger to the new applicable fare.

4- Head office and identity of the carrier:

The legal name of the Carrier, the company Société Tunisienne de l’Air “Tunisair” may be abbreviated on the ticket in the form of a designation code. The address of the Air Carrier shall be considered to be the address of its head office where the contract of carriage was concluded with the passenger.

ARTICLE IV

RATES, fees, taxes and royalties

General Provisions: Fares apply solely to the carriage from the airport, at the point of departure, to the airport at the point of arrival. Fares do not include ground carriage between airports and town terminals unless it is provided by the Air Carrier without additional costs.

- ✓ **Applicable Fares:** Unless provided by law or regulation, and subject to the Regulations of the Air Carrier, the applicable fares are those published by or on behalf of the Air Carrier, or otherwise constructed in conformity with the Carrier's Regulations. Unless provided otherwise by law or regulation and subject to the Regulations of the Carrier, the applicable fare is the fare for the flight(s) scheduled on the date of commencement of the performed carriage of the first flight coupon of the ticket. If the charged fare is not the applicable fare, the difference will be paid by the passenger or refunded by the Carrier in conformity with the Carrier's Regulations.
- ✓ **Route:** Unless provided otherwise by the Regulations of the Air Carrier, the fares apply only to the corresponding routes. If there are

several routes for which the same fare applies, the passenger may specify the route he/she wishes to travel before the ticket is issued. If no route is specified, the Air Carrier can determine the route itself.

- ✓ **Costs, Fees and Charges:** All charges or taxes imposed by a government, any other authority or by the command of an airport, relating to the passenger or the use of any service or means used by the passenger. These are added to the published fares and charges and must be paid by the passenger when the ticket is issued, unless otherwise provided by the Regulations of the carrier. They are included in the fare unless the carrier is not aware of it sufficiently in advance or if they are too variable to be included as an element of the fare.

✓ **Issue Fees Charged by the Carrier**

The Passenger may be charged Issue Fees by the Carrier in consideration for issuing a Ticket. Issue Fees differ depending on the type of journey, the Fare and the Ticket distribution channel. These Fees are added to the Gross Fare. The Issue Fees charged by the Carrier, where applicable, are non-refundable, except where a Ticket is cancelled by the Carrier. The Passenger shall be informed of the amount of Issue Fees that will be charged by the Carrier prior to the finalization of their Reservation. To decide

5- Payment currency: The fares, taxes, costs and fees are payable in the currency of the country where the Ticket was issued, unless another currency is specified by the Air Carrier or its Authorized Agent, when the Ticket is purchased or beforehand (for example, due to the local currency not being convertible). The Carrier reserves the right to accept payment in a currency other than the currency of the country in which the Ticket was issued.

Article V

BOOKING

1- Booking conditions:

- a) Reservations made by passengers shall be deemed confirmed by the carrier only on condition that they are accepted and validated by the Air Carrier or its authorized agent.
- b) The Regulations of the carrier presume that certain fares may be subject to conditions that limit or exclude the possibility of modifying or cancelling reservations.

- 2- **Deadline for issuing the ticket:** If a passenger fails to pay for the ticket before the deadline for issuing the ticket, the Air Carrier reserves the right to cancel the reservation.
- 2- **Seat Allocation:** The Carrier shall make reasonable efforts to meet seat allocation requests made in advance, but cannot guarantee the allocation of a given seat, even if the reservation has been confirmed for that seat. The Carrier reserves the right to change the seat allocation at any time, including after boarding the aircraft, due to operating, security or safety imperatives.
- 3- The type of aircraft indicated to the Passenger at the time of Ticket Reservation or subsequently is stated for information purposes only. Imperatives relating to security and safety, reasons beyond the control of the Carrier or operating constraints may lead the Carrier to modify the type of aircraft, without any liability on its part.
- 4- **Cancellation of reservations for connecting flights and expenses in case of unoccupied seats:**
 - 4.1 Additional costs are charged to a passenger in the following cases:
 - 4.2 The passenger fails to show up at the Carrier's check-in counter at the airport or at another point of departure at the time set by the Carrier (or, if no schedule is provided, sufficiently early for the departure of the flight to complete all governmental formalities and departure procedures) and therefore does not occupy the seat reserved for him/her;
 - 4.3 The passenger shows up without the necessary documents and is not ready to travel; he/she does not occupy the seat which has been the subject of his/her reservation, or
 - 4.4 The passenger cancels his/her reservation too late compared with the cancellation time set by the Carrier. The costs are not due if, in the event of cancellation or delay of the flight, omission of a stopover or impossibility to provide a seat, the passenger cancels his/her reservation or, for the aforementioned reasons, arrives late for the departure.
- 5- **Cancellation of reservations on an onward flight by the Air Carrier:** If a passenger does not use a reservation and fails to notify the Air Carrier, the Carrier may cancel or request the cancellation of any reservations for the onward or return journey.
- 6- The carrier assumes no responsibility for the loss of the onward flight which has been placed on a separate booking file and which is the subject of two separate tickets.
- 7- **Personal Information:** The passenger acknowledges that personal information has been given to the Air Carrier in order to make a carriage reservation, to obtain ancillary services and facilitate the completion of the administrative formalities. For this purpose, the passenger authorizes the Air Carrier to keep such information and to

transmit it to its agencies, other carriers or service providers, as well as to governmental authorities irrespective of the country in which they are located and for the sole purpose to carry out the formalities required under the contract of carriage. The passenger can obtain information that concerns him/her.

Article VI: CHECK-IN

- Check-In Deadlines (CID) vary from one airport to another. Passengers must imperatively comply with the Check-In Deadlines, in order to facilitate their journey and avoid their Reservations being cancelled. The Carrier or its Authorized Agent shall provide Passengers with all the requisite information on the Check-In Deadline for their first flight with the Carrier. If the Passenger's journey includes subsequent flights, it is the Passenger's responsibility to check that they are in possession of all the information relating to the Check-In Deadlines for these flights.
- Passengers must arrive sufficiently early before the flight, in order to be able to carry out all the necessary formalities for their journey; in any event, they must comply with the Check-In Deadline. Should the Passenger fail to do so or should the Passenger not present all the documents allowing them to be checked-in and therefore be unable to travel, the Carrier may cancel the Passenger's Reservation, without any liability towards the Passenger.
- Passengers must be present at the boarding gate prior to the boarding time specified at check-in. The Carrier may cancel a Passenger's Reservation if the Passenger is not present at the boarding gate at the latest by the boarding time specified to the Passenger, without any liability to the Passenger.
- The Carrier may not be held liable in any way, in particular for any loss, damage or disbursement, if a Passenger has not complied with the conditions of this article.

ARTICLE VII

REFUSAL AND LIMITATION OF CARRIAGE

At any boarding and/or connection point, the Carrier may refuse to transport a Passenger and his/her Baggage, if one or more of the following cases has occurred or is likely to occur:

- (a) The Passenger has not complied with the applicable regulations.
- (b) The carriage of the Passenger and/or of their Baggage may endanger the security, health, hygiene or good order on board the aircraft, in particular if the Passenger uses intimidation, behaves abusively and/or insultingly or uses abusive and/or insulting language to passengers or the crew.

(c) The Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to themselves, other Passengers, the crew or property.

(d) The Passenger has compromised the security, order and/or discipline when checking in for the flight or, for connecting flights, during a previous flight and the Carrier has reason to believe that such conduct may be repeated.

(e) The Passenger has refused to undergo the security checks as outlined, in particular, in Articles 10.1.3 and 18.6 below and/or has refused to provide proof of their identity.

(f) The Passenger is not in a position to prove that he/she is the person referred to in the "Passenger name" box on the Ticket.

(g) The Passenger (or the person who paid for the Ticket) has not paid the Gross Fare in force and/or the applicable Issue Fees and/or Taxes.

(h) The Passenger does not appear to be in possession of valid travel documents; has sought to illegally enter a territory during transit; has destroyed his/her travel documents during the flight, or has refused to allow copies thereof to be made and kept by the Carrier, or the Passenger's travel documents are expired, incomplete in light of the regulations in force, or fraudulent (identity theft, forgery or counterfeiting of documents).

(i) The Ticket presented by the Passenger:

- was acquired fraudulently or purchased from an organization other than the Carrier or its Authorized Agent, or
- has been reported as a stolen or lost document, or
- has been forged or counterfeited, or
- has a Flight Coupon that has been damaged or modified by someone other than the Carrier or its Authorized Agent.

(j) The Passenger refuses to pay an additional fare and/or the Administration Fees under the conditions specified in Article 4 above.

(k) The Passenger refuses to pay a surcharge under the conditions specified in Article 10 below.

(l) The Passenger has not complied with the instructions and regulations relating to security or safety.

(m) A Passenger benefitting from a fare reduction or a Fare that is subject to specific conditions is unable to provide the supporting documents required for the allocation of this specific Fare and refuses to pay the fare readjustment.

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3. Limitation of transport: Acceptance of unaccompanied children, persons with reduced mobility, pregnant women and sick persons, etc., may be subject to the prior consent of the carrier for the safety of the passengers; otherwise, the carrier shall not incur any liability, unless otherwise provided by the national legislation.

4. Carriage under special conditions

- a. All passengers requiring special attention or assistance, such as small children, persons with reduced mobility, persons with disabilities or travelling with special equipment and / or luggage requiring special packaging, must notify the Air Carrier at the time of the purchase of the ticket or, failing that, before the check-in, so that the Air Carrier can take the appropriate measures to ensure the transport in the best conditions (Click the active link referring to the passenger guide).
- b. Any Passenger with a medical history must consult a doctor before boarding a flight, particularly a long-haul flight and take all necessary precautions.
- c. Any Passenger requiring a special meal must notify the Air Carrier at the time of the purchase of the ticket, otherwise, the Air Carrier cannot guarantee the presence of the said special meal on board the flight in question. If a request corresponding to the cases referred to above in (a) and (b) is made at the time of check-in, the Air Carrier shall not be liable for not being able to fulfil it and may even refuse the boarding of the Passenger and/or the Baggage concerned.

ARTICLE VIII

BAGGAGE

Prohibited items in the baggage:

The passenger shall not include in his/her baggage;

- objects likely to constitute a hazard to the aircraft, persons or property on board the aircraft, such as those mentioned in the Technical Instructions for the Safety of the Air Carrier concerning Dangerous Goods issued by the International Civil Aviation Organization (ICAO), in the Hazardous Materials Regulations of the International Carrier Association (IATA), in the Carrier's Regulations available from the Air Carrier or its Accredited Agents, such items include, but are not limited to explosives, compressed gases, corrosives, oxidizing, radioactive or magnetic products, flammable, toxic, foul, dangerous or irritating substances and liquids of any kind (excluding liquids in unchecked baggage of the passenger for his use during the journey subject to the Regulations of the Air Carrier and the laws in force in the States of departure, overflight, transit and destination),
- items whose carriage is prohibited by the laws and regulations in force in any State of departure, destination, transit or overflight;
- items for which the carrier considers that their weight, dimensions, nature make them unsuitable for carriage;

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- Certain weapons such as old firearms, swords, knives and similar items may, at the discretion of the Air Carrier, be accepted as Checked Baggage, but shall not be permitted in the cabin of the aircraft.
- Firearms and ammunition other than those intended for hunting or sporting purposes. Firearms and ammunition for hunting or sporting purposes may only be accepted as Checked Baggage provided that the Passenger has notified the Air Carrier upon booking the Ticket and presented all the necessary documents. The weapons must have been unloaded, the safety catch engaged and properly packed in their safety box, accompanied by any relevant legal documentation required in the countries of departure, stopover and destination. The transport of ammunition is subject to ICAO and IATA Hazardous Materials Regulations.

3- Right of baggage inspection by the Air Carrier: The Air Carrier may invite the passenger to authorize the inspection of his/her person and his/her baggage and may inspect the passenger's baggage in his/her absence if the passenger is not present to give such authorization. The purpose of this inspection is to determine whether he/she has any of the items described above in paragraph 1 or any weapons or ammunition not submitted to the Air Carrier pursuant to paragraph 1 (b). If the passenger fails to comply with this invitation, the Carrier may refuse to carry the passenger or his/her baggage and, in which case, the Carrier shall not be bound by any obligation to the passenger except in conformity with the provisions of Article XI.

4- Check-in form:

5. 1 Checked Baggage:

(a) At the time of handing over the baggage, the Air Carrier shall affix a note for this purpose on the ticket, which constitutes **the issue of the baggage label**.

(b) Before the baggage is accepted by the carrier, the passenger is required to attach on a label his/her name or any other form of personal identification to the baggage.

(c) The Air Carrier may refuse the baggage for check-in if it is not placed in an orderly manner in suitcases or other similar closed packages so that they can be handled and transported under normal conditions.

(d) Passengers are advised not to include in their Baggage currency, jewellery, works of art, precious metals, silverware, securities or other valuables, optical or photographic equipment, computers, electronic and/or telecommunication equipment or devices, musical instruments, passports and identity documents, keys, business documents, manuscripts or deeds, whether individualized or fungible, etc. In this respect, it is specified that in the event of the destruction, loss or damage of Checked Baggage, the Carrier will only be liable to the extent defined by the Warsaw Convention.

(e) Checked Baggage shall be transported in the same aircraft as the Passengers. If this is not possible for operational, safety or security reasons, the Checked Baggage will be transported to another flight unless the applicable laws require the Passenger to be present for a customs check.

5. 2 Unchecked Baggage:

- a) Passengers travelling in Economy Class are allowed to carry with them only one piece of hand luggage, the dimensions of which cannot exceed 115CM = 50 X 40 X 25 (Length + Width + Height) and cannot weigh more than 08Kg, plus an accessory.
- b) Passengers travelling in Business Class are allowed to carry with them only two pieces of hand luggage, the dimensions of which cannot exceed 115CM = 50 X 40 X 25 (Length + Width + Height) and cannot weigh more than 10Kg, plus an accessory.
- c) Items which cannot be carried in the baggage hold, such as (but not limited to) musical instruments and other fragile objects, may be accepted in the cabin only if the Carrier has been duly notified and has approved the authorization. Additional fees may be charged to the passenger for such transportation.

6- Baggage allowance:

(a) The Free Baggage Allowance corresponds to carriage in the hold of a quantity of Baggage per Passenger limited by the number and/or weight and/or dimensions, determined on the basis of the destination and the Fare paid, and appearing on the Ticket.

(b) The passenger shall pay a surcharge for the carriage of checked baggage accepted in the baggage hold that exceeds the allowance according to the applicable fare and valid Carrier's Regulations on the date of the flight, available upon request from the Carrier or its Authorized Agents.

(c) In all cases, the Checked Baggage may not exceed the maximum weight per Passenger. Information relating to this maximum weight is available from the Carrier and its Authorized Agents and on the Tunisair Website.

(d) Passengers can obtain all the relevant information regarding this Free Baggage Allowance from the Carrier and its Authorized Agents and from the Tunisair Website.

7- Collection and Delivery of Baggage:

(a) Only the bearer of the Baggage Check is authorized to collect Checked Baggage.

(b) If a person claiming Baggage is not in a position to produce the Baggage Check, the Carrier shall only hand over the Baggage to them on the condition that they establish their rights thereto in a satisfactory

manner.

(c) Acceptance of the Baggage by the bearer of the Baggage Check without any complaint on their part at the time of delivery constitutes a presumption, unless proven to the contrary, that the Baggage was delivered in good condition, in accordance with the Contract of Carriage.

8. Pets

(a) The carriage of Pets travelling with Passengers is subject to the Carrier's prior and explicit acceptance.

(b) The number of Pets that can be carried is limited per flight and per Passenger.

(c) In accordance with the regulations in force, the carriage of certain categories of Pets is prohibited.

(d) Passengers must be able to provide valid documents relating to their Pets, required by the authorities in the departure, arrival or transit country, including in particular passports, health and vaccination certificates and entry or transit permits.

(e) Depending on the destination, the carriage of Pets may be subject to conditions, in particular age, weight and health checks, which the Passenger may obtain from the Carrier before the journey.

(f) The Pet and its cage are not included in the Free Baggage Allowance; the Passenger must pay a surcharge, the conditions of which are available from the Carrier.

ARTICLE IX

SCHEDULES, OPERATING IRREGULARITIES

The Air Carrier undertakes to transport the passenger and his/her baggage with diligence and to respect the published timetables valid on the date of the journey, it being specified that these schedules can be modified without notice by the Air Carrier for any constraints which prevent the Carrier from respecting these schedules.

ARTICLE X

ONBOARD BEHAVIOUR

10.1 On board the aircraft, Passengers must not behave in a way that is liable to discomfort, inconvenience, threaten or endanger one or more persons, property or the aircraft itself.

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In this respect, Passengers must not hinder the crew from performing their duties and must comply with the crew's guidance, instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the Passengers.

10.2 For security reasons, the Carrier may prohibit or limit the use on board the aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled games and walkie-talkies, except for hearing aids and pacemakers.

10.3 Smoking is strictly prohibited on board the aircraft.

15.4 The Carrier may limit or prohibit the consumption of alcohol on board the aircraft.

10.5 Recording videos and/or taking photographs other than personal videos and photographs is prohibited on board the aircraft.

10.6 If a Passenger fails to comply with the provisions of this article, the Carrier may take all the necessary appropriate and reasonable measures, pursuant to the valid regulatory provisions. To this end, the Carrier may disembark the Passenger and/or resort to restraining measures at any stage of the flight.

10.7 If the Passenger does not comply with the provisions of this article or commits a criminal or reprehensible act on board an aircraft, the Carrier reserves the right to take legal action against the Passenger.

ARTICLE XI

ADMINISTRATIVE FORMALITIES

1. General Provisions:

You are responsible for obtaining all necessary documents for your trip, including visas and any special permits that may be required by the laws, regulations, obligations and travel requirements of the States of departure, destination or transit.

13.1.2 We shall not be held responsible for any consequences you may suffer as a result of your failure to comply with the above-mentioned obligations.

2. Travel documents:

3.

a. **Valid Travel Documents:** The Passenger must present all travel documents (entry, exit and transit on a territory), health and other documents required by the current laws or regulations of the states concerned.

b. The Carrier reserves the right to refuse the carriage to any passenger who does not comply with the current laws and regulations or whose travel documents are not in order.

4. Refusal of Entry:

If you are refused admission to a territory, you will be required to pay any fees or penalties imposed on us by the local authorities, as well as the cost of your transportation from that territory. We may use for this purpose all the sums paid to us for the unfulfilled transportation or any other sums you have paid. We will not refund the price you paid to arrive on the territory where you were not admitted.

5. Passenger Liability for Fines, etc.

If we had to make a payment or deposit for fines, penalties or other charges due to your breach of the valid provisions in the State in question concerning entry or crossing of the territory or because of the absence of the necessary documents under these provisions, you would be obliged, if we ask you to do so, to refund the amounts to us.

6. Customs controls:

(a) Passengers may be called on to be present at the inspection of their Baggage (delayed, Checked or Unchecked) on the request of the customs officers or any other government authority. The Carrier may not be held liable for damage or losses suffered by Passengers as a result of such inspections, in particular if the latter refuse to be present at the inspection of their Baggage.

(b) Passengers must compensate the Carrier if an action, omission or negligence on their part causes damage to the Carrier due, in particular, to their failure to comply with the provisions of this article or the authorization given to the Carrier to inspect their Baggage.

7. Security and Safety Checks:

(a) Passengers are required to undergo the security (and safety) checks required by the government or airport authorities, as well as at the request of the Carrier.

(b) The Carrier may not be held liable for refusing to carry a Passenger, in particular in the event that such a refusal is based on the profound conviction that said refusal is warranted by the applicable law, regulations and/or requirements.

ARTICLE XII

SUCCESSIVE CARRIERS

- 1- Air Carriage performed by several successive Carriers, under a single Ticket or a Conjunction Ticket, is deemed to constitute, for the application of the Convention, a single carriage operation, where envisaged by the parties as being a single operation. The provisions that cover this situation are set forth in Article 19.1.3 (a).
- 2- Where the Carrier has issued the Ticket or is the Carrier designated first on the Ticket or on a Conjunction Ticket issued for successive Carriage, the Carrier shall only be liable for the portion of the Carriage performed using its

- 3- In the event of the destruction, loss, damage or delay of their Baggage, Passengers or their beneficiaries may file a claim against the carrier that performed the carriage during which the accident or the delay occurred.

Article XIII: REFUNDS

General Provisions

10.1 In accordance with the fare regulations, we will refund all or a part of a Ticket under the following conditions:

Refunded person

10.1.1 Unless otherwise provided in this Article, we shall be entitled to refund either the person whose name appears on the Ticket or the person who has paid the Ticket, if the person submits sufficient proof of such a settlement.

10.1.2 If a Ticket has been paid by someone other than the person whose name appears on the Ticket and if there is no restriction on the refund on the Ticket, the Carrier shall refund the person who paid for the Ticket or any other person that he/she may appoint.

10.1.3 Except in the event of loss of the Ticket, refund will be made only after receipt of the Ticket and all unused Flight Coupons.

Involuntary refunds

10.2.1 If we cancel a flight which is performed in excessively long timeframes compared to the programme schedule or which does not stop at your Stopover or at your destination or which causes you to miss a connection flight that you have booked, the amount of the refund will be:

10.2.1.1 Equal to the paid Fare, if no portion of the Ticket has been used.

10.2.1.2 at least equal to the difference between the paid Fare and the Fare corresponding to the carriage which was carried out between the destinations for which the Ticket has been used, if a portion of the Ticket has been used.

10.2.1.3 In the event of an involuntary refund, the administration fees will be refunded

Voluntary refunds

10.3

10.3.1 If you request a refund for reasons other than those mentioned in 10.2.1, the amount of the refund will be equal, to the extent that the fare conditions provide so:

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10.3.1.1. to the paid Fare less any reasonable handling or cancellation fees, if no portion of the Ticket has been used.

10.3.1.2 to the difference between the paid Fare and the Fare applicable to the planned journey for which the Ticket has been used, less reasonable handling or cancellation fees, if a portion of the Ticket has been used.

Refund of lost Tickets

10.4.1 In the event of loss of the entire or of a part of a Ticket, you may, after providing us with sufficient proof of the loss and paying the corresponding fee, be refunded, provided that:

10.4.1.1 the Ticket or a part of the Lost or Stolen Ticket has not been used, previously refunded or replaced without paying again for the Ticket (unless use, refund or replacement by or to a third party is our responsibility); and

10.4.1.2 the refunded person undertakes, in the way we shall indicate to him/her, to return the refunded amount in the event of fraud and/or to the extent that the Ticket or a part of the Lost Ticket is used by a third party (unless Fraud or use by a third party is our responsibility).

10.4.2 If we or our Authorized Agent lose the entire Ticket or a part of the Ticket, such a loss shall be our responsibility.

10.4.3 In the event of loss of a manual ticket, the refund will be made after a period of 13 months.

Refusal of refunds

10.5.1 The Company may refuse to refund any ticket that has exceeded the validity

10.5.2 We may refuse any refund of a Ticket that has been submitted to us or to the authorities of a country as evidence of intention to leave the country unless you provide us with satisfactory evidence that you have permission to stay in the country or that you will leave by another means of transport.

Currency

10.6 All refunds will be governed by the laws, rules, regulations and orders of the country in which the Ticket was purchased and the country in which the refund is made. In accordance with the previous conditions, the refund will be made in the currency in which the Ticket was settled.

Persons entitled to a refund

10.7 Voluntary refunds are only made by the Carrier which originally issued the Ticket or by an Authorized Agent, if so authorized by the Carrier.

Refunds on credit card accounts

10.8 The refund of the tickets paid by credit card can only be made on the credit card accounts initially used for the purchase of the Ticket. The amount we will refund will be in accordance with the regulations mentioned in this Article, only in terms of the

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amount and the currency indicated on the Ticket. This amount to be credited to the cardholder's Credit card account may vary depending on the amount initially debited by the card issuer for the purchase of the Ticket due to the conversion differences. Such variations do not in any way authorize the beneficiary of the refund to issue a complaint against us.

Article XIV

LIABILITY FOR DAMAGE

1- General considerations:

- a) The carriage made under the present Terms and Conditions is subject to the Rules and Limitation of Liability laid down by the Convention, except in case such carriage is not an international carriage within the meaning of the Convention. The Air Carrier agrees to waive, except towards social welfare organizations and subrogated third parties, the limits of the liability imposed by the Convention in the event of death, injury or other bodily injury, when the accident which caused the damage occurred on board the aircraft or during any operation of embarking or disembarking. The liability regime described below is taken under the Convention; and,
- b) To the extent that the following provisions do not conflict with the other provisions in these Terms and Conditions, and regardless of whether or not the Convention is applicable, the liability of the Air Carrier is limited to damage occurring on its own lines and on lines operated by other carriers partners which are a contractual carrier. When the Carrier issues a Ticket or when it checks in an item of baggage on the lines of another Carrier, it is acting solely as a representative for the latter. However, as far as the checked baggage is concerned, the passenger is entitled to take recourse against the first or last Carrier. –
- c) The carrier assumes no liability for damages resulting from its compliance with any legal or regulatory provisions or from the non-compliance by the passenger of these same provisions.
- d) The Air Carrier's liability shall not exceed the amount of the proven damage. Moreover,
- e) the Air Carrier shall not be liable for indirect damage.
- f) the exclusions or limitations of liability of the Air Carrier shall apply and shall be extended to the agents, employees and representatives of the Air Carrier and to any person owning the aircraft used by the Air Carrier and to agents, employees and representatives of such a carrier. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.
- g) Unless otherwise expressly provided, none of these Terms and Conditions waives any of the exclusions or limitations of liability of the Air Carrier as set forth in the Convention or applicable laws.

2- Provisions applicable to international flights

a) **Body Injuries:**

- (i) **Area of responsibility of the carrier:** In accordance with Article 17 of the Convention, the Air Carrier is liable for damage sustained in the event of the death, bodily injury or any other injury suffered by a Passenger, if the accident that caused the damage occurred on board the aircraft or in the course of any embarking or disembarking operations and subject to any liability exemptions.
- (ii) **Exemptions of responsibility of the Air Carrier:** The Air Carrier shall not be liable if it provides proof:
- (aa) that the damage sustained in the event of death, injury or other bodily injury results from the health, physical or mental condition of the previous passenger at the time of the embarkation of the passenger by the Air Carrier
- (bb) that the fault of the aggrieved passenger within the meaning of the aforementioned paragraph (a) (i) caused or contributed to the damage
- (cc) that he has taken all measures to prevent the occurrence of the damage or has been unable to take them in accordance with Article 20 of the Convention
- (iii) **Waiver of the Air Carrier:** The Air Carrier waives the provisions of Article 20.1 of the Convention for any claim for bodily injury from the victim and/or those entitled to the sum which is less than or equal to 100,000 SDRs;
- (iv) **Amount of Compensable Damage:** The liability of the Air Carrier in the event of death, injury or other bodily injury to a passenger within the meaning of the aforementioned paragraph 1 shall not be subject to any limitation and shall be compensated depending on the assessment of the direct damage of the passenger and/or his/her dependents by amicable agreement by an expert opinion or by the competent courts. Under these provisions, the Air Carrier will only compensate the passenger in excess of the amounts provided for by the social security scheme to which the passenger is affiliated.
- (v) **The Carrier reserves all rights of recourse and subrogation against all third parties:**

(aa) **Delay:**

- (i) **Characteristics of compensatory damage:** Delay is not in itself a source of prejudice; only direct

proven damage resulting directly from delay is compensatory. The passenger must prove the damage caused by the delay.

(ii) **Extent of the Air Carrier's liability:** The Air Carrier is not liable for damage resulting from the delay if it proves that it or its employees had taken all necessary measures to avoid the damage or that it was impossible to take them. The carrier shall not be liable in the event that the damage caused by the delay is attributable to the passenger.

(vi) (iii) **Extent of Compensation:** The amount of compensation shall be determined in light of the damage proved by the Passenger within the limits defined by the Convention. In case of the delayed delivery of checked baggage, the Air Carrier may compensate the Passenger on a flat rate basis equal to the costs of the immediate necessities resulting from the waiting for delivery of the checked baggage.

(bb) Baggage

(i) **Exemptions of the carrier's liability** The Air Carrier is not liable for damage to a passengers' baggage when such damage was caused by objects contained in the baggage. Every passenger whose property is a cause of damage to another person or the Carrier must compensate the Air Carrier for the losses suffered and the costs incurred as a result thereof. The Air Carrier shall assume limited liability for the actual appraised value of the object as set forth in Article 22.2 of the Convention for damage and/or loss in respect of the checked baggage if the passenger has made a declaration of the value in the aforementioned conditions provided in Article VIII/10 (a) and has paid the corresponding additional costs.

(ii) **Amount of compensatory damage:** For checked baggage and with the exception of the acts or omissions committed with the intention of causing damage or imprudently and with an awareness that damage could result therefrom, the Carrier's liability in the event of damage shall be limited to USD 20/Kg unless another limitation of liability is applicable according to the current laws. If the baggage weight is not shown on the baggage report, the total weight of the checked baggage shall be deemed not to

exceed the allowable baggage allowance for the class of carriage in question as specified in the Carrier's Regulations. If a higher value has been declared in accordance with paragraph 7 (a) of Article VIII, the Air Carrier's liability shall be limited to that declared value. For baggage which has not been checked in and which has been admitted on board, the Air Carrier shall be liable only if the passenger reports the fault of the carrier. This liability shall be limited to US\$ 400 per passenger, unless another limitation of liability applies according to the current laws.

3- Provisions applicable to internal flights:

- a) For TUNISAIR flights within the Tunisian territory, the regime applicable to the Carrier's liability for damage is the regime described for the aforementioned international flights.
- b) b) For domestic flights in a State other than Tunisia, the regime applicable to the liability of the Air Carrier for damage depends on the law or regulation of the State concerned.

4- Time limitation on claims and action:

- a) **Notification of claims for Baggage:** The receipt of the baggage by the passenger without claim means, unless proven otherwise, that the baggage has been delivered in good condition. In the event of damage to the checked baggage (destruction, damage) and in accordance with Article 26 of the Convention, a claim must be made to the Carrier upon discovery of the damage and within seven days at the latest from the date of reception by the passenger. In the event of delay, the time limit shall be extended to twenty-one days from the day on which the baggage was placed at the disposal of the passenger. Upon receipt of the claim, the carrier will establish a "damage or loss statement"
- b) **Liability action for passengers:** All liability actions must be filed, under penalty of invalidation, within two years from the arrival at the destination or from the date on which the aircraft was scheduled to arrive or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the court before which proceedings are brought.

- c) **Claims:** all claims or actions mentioned above in (a) and (b) must be made in writing, within the specified time limits.

ARTICLE XVI

AMENDMENTS AND DELETIONS

- (1) **Amendment of the Terms and Conditions:** No agent, employee or representative of the Carrier is authorized to change, modify or delete any of the provisions of these Terms and Conditions of Carriage.
- (2) In the event of transport which is not international transport covered by the Convention:
- a) The carrier will be liable only for the damage suffered by the passenger or his/her checked baggage only if such damage results from the fault of the Carrier. In the event of fault on the part of the passenger who contributed to the damage, the liability of the carrier shall be subject to the current legislation relating to the fault in question.
 - b) With the exception of acts or omissions with intent to cause damage or recklessly and with the awareness that damage will likely result:
 - (i) The liability of the carrier to each passenger in the event of death, injury or other bodily lesion shall be limited to the sum of 100,000 SDRs (Special Drawing Rights) or the equivalent amount in the national currency; however, in the event that a limitation of liability is different under the applicable law, the latter would be applicable.
 - (ii) In the case of delay, the carrier shall not assume any liability other than those mentioned in the

present conditions of carriage.

(3) To the extent that the following does not conflict with the foregoing, and whether or not the Convention is applicable:

- a) The liability of the carrier is limited to damage occurring on its own lines. When the Carrier issues a Ticket or when it checks in an item of baggage on the lines of another Carrier, it is acting solely as a representative for the latter. However, as far as the checked baggage is concerned, the passenger is also entitled to take recourse against the first or last Carrier.
- b) The Carrier assumes no liability for damage to baggage which has not been checked, unless such damage is caused by the Carrier's fault. In the event of fault on the part of the passenger who contributed to the damage, the liability of the carrier shall be subject to the current legislation relating to the fault in question.
- c) The carrier assumes no liability for damage resulting from its compliance with any laws or regulations or from the non-compliance by the passenger of these same provisions.
- d) With the exception of acts or omissions with intent to cause damage or recklessness and with the awareness that damage will likely result, the carrier's liability for damage to the checked and unchecked baggage shall be limited to US \$ 20 per kilogram per passenger unless another limitation of liability applies under the applicable law, in which case that limitation would be applicable. If the baggage

weight is not indicated on the baggage tag, it is assumed that the total weight of the checked baggage does not exceed the allowable baggage allowance for the class of service concerned, as specified in the regulations of the carrier. If a higher value is declared for a checked baggage in accordance with paragraph 7 of the Article entitled "Baggage", the Carrier shall be liable for the total weight of the checked baggage.

- e) The Carrier's liability shall not exceed the amount of the proven damage. The Air Carrier shall not be liable for indirect damage.
- f) The carrier shall not be liable for damage to a passenger or damage to the baggage of a passenger when caused by the objects contained in the passenger's baggage. Every passenger whose property is a cause of damage to another person or the Carrier must compensate the Carrier for the losses suffered and the costs incurred as a result thereof.
- g) The carrier is not liable for damage to fragile or perishable objects, currency, jewellery, precious metals, silverware, securities, valuables or other precious objects, business papers, passports and other identity papers, which are placed in the checked baggage.
- h) In the event of the transportation of a passenger whose age or mental or physical condition is likely to constitute a danger or risk to himself/herself, the carrier shall not be liable for any illness, injury or other incapability, including death of the

passenger, attributable to that condition or worsening thereof.

- i) The exclusions or limitation of liability of the carrier shall apply to and benefit the agents, employees and representatives and any person whose aircraft is used by the carrier, as well as agents, employees and representatives of such a person. The total amount recoverable on the carrier and these agents, employees and representatives and on that person shall not exceed the carrier's limit of liability.

(4) Unless otherwise expressly provided, none of these conditions shall waive any of the carrier's exclusions or limitations of liability under the Convention or applicable laws.

- (4) For carriers which have acceded to the Montreal Agreement, a special agreement applicable to carriage involving a point of destination, a point of departure or a stopover scheduled on the territory of the United States of America. Special Agreement: The Carrier will invoke the limitation of liability provided by the Convention. However, in accordance with Article 22 (1) of the Convention, TUNISAIR and certain other carriers, with respect to international carriage by such carriers, which are covered by the Convention and which, according to the contract of carriage, in the United States of America as the point of origin, destination or scheduled stopover, agree that: - the limit of liability for each passenger in the event of death, injury or other bodily injury shall be US\$75,000, including legal fees and expenses. Should an action be brought in a State where the applicable law provides that the legal fees and expenses are to be allocated separately, the limit will be US\$ 58,000 in addition to the legal fees and expenses. In respect of any claim

arising out of the death, injury or other bodily injury suffered by a passenger, such carriers shall not invoke the defences provided for in Article 20 (1) of the Convention.

(6) None of the present provisions shall be deemed to affect the rights and liabilities of such carriers with respect to any claim made by or on behalf of, or in respect of, any person who caused willful harm resulting in death, injury or other bodily injury to a passenger. The names of the carriers which have acceded to the agreement referred to in this paragraph may be consulted on request at the offices of such carriers. Each of these carriers has acceded to this Agreement solely for its account and only for the carriage performed by the carrier and does not bind any other carrier with respect to the part of the transport carried out by that other carrier. The carrier assumes no liability for the part of the transport carried out by that other carrier.

ARTICLE XVI

No agent, employee or representative of the carrier is authorized to change, modify or delete any of the provisions of these Terms and Conditions of Carriage. NAME OF THE CARRIER SOCIÉTÉ TUNISIENNE DE L'AIR ABBREVIATION OF THE NAME: TUNISAIR

ARTICLE XVII

DEADLINES FOR A CLAIM AND ACTION

- 1- Notification of claims:** Any action for damage caused to checked baggage shall be inadmissible if the person qualified to submit a claim to the Carrier has not filed a claim with the Carrier immediately after the discovery of the damage or, at the latest within seven days from their receipt. In the event of delay, the claim must be submitted at the latest within twenty-one days from the day when the baggage was made available to the passenger. Any claim must be submitted in writing and sent within the aforementioned deadlines.
- 2- Forfeiture:** All liability actions must be filed, under penalty of forfeiture, within two years from the arrival at the destination or from the date on which the aircraft was scheduled to arrive or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the Court before which proceedings are brought. ABBREVIATION OF THE NAME: TUNISAIR