

The most important thing is the satisfaction of our customers, that is why from Plus Ultra we inform you about the conditions of transport. When passengers purchase a ticket for a Plus Ultra flight, they enter into a contract of carriage with Plus Ultra to which the general conditions set out below apply.

Article 1: Definitions

For the purposes of the contract of carriage by air, the following terms are defined below:

Authorised agent

Means the passenger sales agent appointed by the Carrier to represent it in the sale of air passenger transport for its services and, where authorised, for the services of other air carriers.

Ticket

Refers to the document called "Electronic Ticket" issued by Plus Ultra or on our behalf, and includes or incorporates by reference the Conditions of Contract, notices and coupons, and is evidence of the existence of the contract of carriage between the airline and the passenger.

Transit ticket

Refers to a ticket issued to one passenger in transit with another; together, the two constitute a single Contract of Carriage.

Electronic ticket

Means the printed itinerary issued by or on behalf of the carrier, the electronic Coupon and, if applicable, a shipping document.

Airline identifier code

Refers to the two- or three-character alphanumeric code that identifies individual air carriers.

Conditions of the contract

Means the clauses contained in or delivered with the ticket, or in the itinerary receipt (printed itinerary), identified as such and which include, by reference, these Conditions of Carriage.

Convention

Refers to any of the following instruments applicable to the contract of carriage:

1. Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999; and subsidiarily.
2. The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929 (hereinafter referred to as the Warsaw Convention).
3. The Hague Protocol of 28 September 1955, which amends the Warsaw Convention
4. The Montreal Protocols Nos. 1, 2 and 4 (1975), supplementing the Warsaw Convention

Coupon

Refers to both the Flight Coupon and the Electronic Coupon, which authorise the passenger in whose name it appears to travel on the flight identified on it.

Passenger voucher, passenger voucher

This refers to that part of the Electronic Ticket issued by or on behalf of Plus Ultra which is identified as such and which is ultimately in the passenger's possession.

Flight coupon

Refers to the electronic coupon, and indicates the specific locations between which the passenger is entitled to be carried.

Electronic voucher

Refers to any electronic Flight Coupon or any other valid document registered and kept in our database.

Damage

Includes death, wounding or bodily injury suffered by the passenger, loss, partial loss, theft or any other damage arising out of or in connection with the carriage or other additional services provided by the carrier.

Special Drawing Rights (SDRs)

They refer to a unit of account established by the International Monetary Fund (IMF), the value of which is determined periodically by the IMF.

Days

It refers to calendar days, including all seven days of the week, provided that, for notification purposes, the day on which the notice is sent is disregarded, and that the day on which the ticket is issued or the day on which the flight commences is not taken into account in determining the duration of validity of the ticket.

Security features

Refers to any object or appliance which, for security reasons, cannot be carried on board the aircraft according to the Applicable Law.

Luggage

Refers to personal belongings accompanying the passenger in connection with the journey. Unless otherwise specified, they include both checked and unchecked baggage.

Hand luggage

Refers to any unchecked baggage of the passenger.

Baggage check-in tag

Refers to the document issued by a Carrier which is attached by the Carrier to a particular piece of checked baggage for identification purposes.

Agreed stopover

Refers to those places, except for the places of departure and destination, set out in the Ticket or indicated in the Carrier's itineraries as scheduled stopovers on the passenger's journey.

Force majeure

Extraordinary and unforeseen circumstances beyond the control of the passenger and/or the carrier, the consequences of which could not have been avoided even if all safety measures had been taken.

Applicable law

Refers to any International, EU and National rules affecting the carriage by air of passengers, their baggage, cargo and mail, including but not limited to the Convention, or Council Regulation (EEC) No 2027/97 on carrier liability in the event of accidents, dated 9 October 1997, as amended by Regulation 889/2002, of 13 May 2002 and Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 and, where applicable, Law 48/1960 on Air Navigation dated 21 July, as amended by Royal Decree 37/2001 dated 19 January.

Passenger

Means any person, other than crew members, carried or to be carried on an aircraft in accordance with a ticket.

Person entitled to compensation

Refers to a passenger or any person entitled to make a claim on his or her behalf in accordance with Applicable Law.

Baggage check-in time

Refers to the time limit specified by the Carrier within which the passenger must have completed the formalities of checking in baggage and receiving the boarding card.

Booking confirmed

Means that the passenger has a ticket containing the indication that the booking has been registered and confirmed.

Baggage check

Refers to those parts of the ticket or distinct document issued to the passenger in connection with the carriage of checked baggage, which is proof that the baggage was handed over to the air carrier.

Fares

Refers to a carrier's published ticket prices, charges and/or related Conditions of Carriage which must be submitted when required by the relevant authorities.

Boarding pass

Document issued by the carrier to the passenger at the check-in counter as soon as the reservation is verified, ticket or coupon for the flight and the fulfilment of the other requirements for the journey (passport, visas, entry authorisation when applicable, etc.) is verified. This document will inform the passenger of the scheduled departure time, lounge and boarding conditions. At the same time, the passenger will be given the corresponding baggage checks.

Air transport

Means the carriage of the passenger and baggage, from the place of boarding to the place of disembarkation, as defined in the Applicable Law.

Charter transport

This refers to a carriage performed by a de facto carrier who, with the authorisation of the de jure carrier (Charterer or Tour Operator), performs the carriage in whole or in part under a charter party.

Carrier

Means Plus Ultra or any other air carrier that is committed to carry passengers and their baggage or to perform any other service in connection with such air carriage, which is applicable in accordance with these Conditions of Carriage.

Community air carrier

Means Plus Ultra or any other carrier with a valid operating license granted by a country which is a member of the European Union in accordance with Regulation (EEC) No 2407/92 of 23 July 1992.

Domestic flight

It refers to all flights departing from and arriving in cities located within the territory of the same country or a single airspace, except those scheduled to stop over in the territory of any other State.

International flights

Refers to any flight whose departure and arrival points are located in two different countries. According to the Applicable Law, a flight is international if it departs from and arrives in cities located within the territory of the same country if it is scheduled to make a technical stopover in another country.

Article 2: Applicability

2.1.- General

These Conditions of Carriage apply only to those flights or flight segments where our Designator Code is indicated in the carrier box of the ticket for that flight or flight segment.

These Conditions of Carriage also apply to reduced rates and free carriage, except where Plus Ultra has provided otherwise in the Contract of Carriage or other contractual document.

These Conditions of Carriage shall be interpreted in accordance with Applicable Law and, unless contrary to Applicable Law, IATA agreements.

2.2.- Chartering operations

If carriage is performed under a charter party agreement, these Conditions of Carriage apply according to the terms stated, by reference or otherwise, in the charter party agreement or in the ticket.

2.3.- Code sharing

In the event that Plus Ultra has any code-share agreements with other carriers, and pursuant to such agreements, even if passengers are booked with Plus Ultra and the carrier's name or designator code appears in the ticket box on the ticket, the flight may be operated by another carrier.

2.4.- Law of obligatory application

These conditions of carriage are applicable unless they conflict with the Law or the conditions set out in each tariff applicable by Plus Ultra, in which case the said Law or the conditions set out in the tariffs shall prevail. If any provision of these conditions of carriage is invalidated by the application of the applicable law, the other provisions shall remain valid.

Except as otherwise provided, these Conditions of Carriage shall prevail, even if inconsistent, over any other Plus Ultra regulations relating to specific matters.

2.5.- Information about the identity of the operating company

Plus Ultra will inform passengers of the identity of the operating airline(s) on the contracted air transport services.

Article 3: Tickets

3.1.- General provisions

Plus Ultra will only carry the passenger whose name appears on the ticket, who will be asked to present the corresponding identification (National Identity Document, Passport or equivalent).

3.1.2.- The ticket is non-transferable.

3.1.3.- Some tickets are sold at discounted prices, which may be partially or totally non-refundable, in accordance with the conditions established for the promotional fare.

3.1.4.- If, due to force majeure as defined in Article 1, a passenger with a ticket which meets the characteristics described in paragraph (c) and which has not been used on any of its sections is prevented from making the journey, Plus Ultra must carry him/her on some of its future flights provided that the passenger notifies Plus Ultra immediately and provides proof of such force majeure in accordance with the fare conditions purchased.

3.1.5.- Passengers shall not be entitled to be carried on a flight unless they present reliable identification and a valid electronic ticket has been duly issued in their name.

3.1.6.- If the passenger is travelling at a reduced fare or under special conditions, he/she must be able to demonstrate the existence of the special conditions or the basis for the discount at any time during the journey.

3.2.- Period of validity

Except where a clause in the Ticket, in these Conditions of Carriage or in the fare conditions includes a clause that limits or may limit the validity of a Ticket (in which case the limitation must be stated on the Ticket), a Ticket is valid for the duration of:

3.2.1.1.1.- One year from the date of issue, or

Subject to the first journey made within one year from the date of issue, one year from the date of the first journey indicated on the ticket.

Where the passenger is prevented from making the journey within the period of validity of his or her ticket because Plus Ultra is unable to confirm the booking at the time of booking, the period of validity of the ticket will be extended or the passenger will be entitled to claim a refund in accordance with Article 10.

3.2.3.- If after having started the journey the passenger is prevented from continuing the journey within the period of validity of the ticket due to illness, the period of validity of the ticket may be extended until the date on which the passenger is fit to travel, or until our first flight after that date, from the point at which the passenger resumes the journey in the available seat in the class or service for which he/she has paid. The passenger must present a medical certificate attesting to the inability to fly. When the electronic coupon that follows included with the ticket indicates one or more stopovers, the validity of the ticket may be extended for up to three months from the date indicated on the certificate. In such circumstances, we will also extend the period for immediate family members accompanying the passenger.

3.2.4.- In the event of the death of a passenger during the journey, the tickets of the persons accompanying the deceased passenger may be modified by waiving the minimum stay clause or extending its validity. In the event of the death of an immediate family member of a passenger who has started the journey, the validity of the ticket of the passenger and of the immediate family members accompanying the passenger may also be modified.

3.2.5.- In order to benefit from the modifications mentioned in the previous section, a valid death certificate must be presented and the extension of the validity of the ticket shall be for a period not exceeding forty-five (45) days from the date of death.

3.3.- Sequence and use of the coupon

3.3.1.-The ticket is only valid for the carriage shown on the ticket from the place of departure to the final destination, with any intermediate stops that may have been agreed. The amount paid is based on Plus Ultra's published fare and covers the carriage shown on the ticket. The Ticket incorporates by reference these Conditions of Carriage and is evidence of the Contract of Carriage between Plus Ultra and the passenger. The ticket will not be accepted and will lose its validity if the coupons are not used in the sequence specified on the ticket.

3.3.2.- In the event that the passenger wants to change any aspect of the carriage, Plus Ultra must be contacted in advance to check this possibility. The fare for the new carriage will be calculated and the passenger will be given the option to accept the new amount or to maintain the original carriage as stated on the ticket. In the event that the passenger

requests a change in any aspect of carriage due to force majeure as defined in Article 1, he must contact Plus Ultra as soon as possible and Plus Ultra is committed to make all reasonable efforts to carry the passenger to the next stopover or to the final destination without recalculation of the fare.

The passenger should be aware that while some types of modification will not result in a change of fare, others, such as changing the point of departure (e.g. if the first segment/coupon has not been used) or reversing the direction of travel, may result in an increase in fare. Many fares are only valid on the dates and flights indicated on the ticket and cannot be changed under any circumstances; in the event of a change, an additional fee must be paid.

3.3.4.- Each flight coupon included in the passenger's Ticket will be accepted for carriage in the class of service, on the date and on the flight for which space has been reserved. Where a ticket was originally issued without a reservation being specified, space may be reserved in accordance with our tariff and availability on the flight requested.

3.4.- Name and address

The Plus Ultra name may appear on the abbreviated ticket using our designator code (F6/PUE). Otherwise, the Plus Ultra address will be deemed to be the address of the airport of departure shown on the Ticket next to the first abbreviation of the Plus Ultra name as indicated for the first segment of the Plus Ultra flight in the itinerary receipt ("Travel Information").

Article 4: Fares, taxes, duties and charges

4.1.- Ticket price

The price applies only to transport from the airport at the point of origin to the airport at the point of destination, unless otherwise stated.

Does not include ground transport service between airports, and between airports and terminals in the city.

It shall be calculated in accordance with the fares in force on the date of payment of the ticket for travel on the selected dates and according to the itinerary indicated on the ticket. If the passenger changes the itinerary or dates of travel, this may have an impact on the price to be paid for the ticket.

4.2.- Itinerary

Unless otherwise stated in our Contract of Carriage or other contractual agreement, the ticket price applies only to the itineraries indicated in the ticket. If there is more than one itinerary in the same fare, the passenger may specify which itinerary he/she prefers before

the issuing of the ticket. If no itinerary is specified, Plus Ultra will determine the itinerary.

4.3.- Taxes, duties and charges

Applicable taxes and duties payable by the passenger are charges imposed by governments or other authorities or airport operators. At the time of ticket purchase, the passenger must be notified of taxes, duties and fees not included in the price, most of which will normally be shown separately on the ticket. The taxes, duties and fees that apply to air travel are constantly changing and may be imposed after the date of ticket issuance. If, in accordance with applicable law, there is an increase in the tax, duty or fee indicated on the Ticket, the passenger must pay the difference. Also, in the event that any tax, duty or fee that the passenger has paid to Plus Ultra at the time of ticket issuance has been eliminated or reduced so that it no longer applies or a lower amount is payable, the passenger is entitled to claim a refund of the corresponding amount.

4.4.- Currency

The Ticket price, taxes, duties, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by Plus Ultra or our Authorised Agent before or at the time of payment (for example, because the local currency is not convertible). We may accept payment in another currency at our discretion.

Article 5: Booking

5.1.- Booking requirements

5.1.1.- Plus Ultra or our Authorised Agent will record your booking(s). Upon request, we will provide you with a written confirmation of your booking.

5.1.2.- Certain fares may have conditions that limit or exclude your right to changes, refunds and cancellations of the reservation.

5.2.- Time limit for ticket issuance

If the passenger has not paid for his or her ticket by the specified time limit as directed by Plus Ultra or its Authorised Agent, Plus Ultra or its Authorised Agent may cancel the reservation and dispose of the seat.

5.3.- Personal data

To the extent permitted by Applicable Law for the purpose of making a reservation for carriage the passenger authorises the carrier to retain all personal data which he has supplied to the carrier or its Authorised Agent for the purpose of issuing the ticket, obtaining ancillary services, the operation of baggage and baggage fraud detection systems, and for the purpose of the reservation of carriage, the passenger authorises the carrier to retain all personal data which he has supplied to the carrier or its Authorised Agent for the purpose of making a reservation for carriage.

ticket counterfeit prevention/detection systems, to facilitate immigration and admission requirements and to make such data available to governmental authorities upon request. In addition, the carrier is authorised to transmit such data for the above purposes to its own offices, to its Authorised Agents, to the provider of ancillary services or to governmental authorities, regardless of the country in which they are located. This is in accordance with the company's Privacy Policy.

5.4.- Allocation of places

Plus Ultra will endeavour to accommodate pre-booked seats; however, it cannot guarantee any particular seat. Plus Ultra reserves the right to allocate or re-allocate seats at any time, including after boarding of the aircraft, which may be necessary for operational or safety reasons.

5.5.- Booking Reconfirmation

5.5.1.- Successive booking or return bookings may be subject to reconfirmation within a specified time limit. Where appropriate, the passenger will be notified of the need to reconfirm, indicating how and where to reconfirm. If notification has been given and the passenger fails to reconfirm, Plus Ultra may cancel subsequent reservations and the return reservation. If the passenger notifies the carrier that he/she still wishes to travel, and provided that there is space on the flight, Plus Ultra will reinstate the reservation(s) and transport the passenger. If there is no space available on the flight, Plus Ultra will make reasonable efforts to transport the passenger to his or her next or final destination.

5.5.2.- Passengers should check the reconfirmation requirements of any carrier, as defined in Article 1, involved in their journey. Where necessary, the passenger must reconfirm with the carrier whose airline designator code appears on the flight to which the ticket applies.

5.6.- Cancellation of successive bookings

If the passenger fails to show up for a flight, Plus Ultra may cancel the passenger's return or onward reservations, unless the passenger has given the carrier adequate notice.

Article 6: Baggage Check-in/Boarding

6.1.- The baggage check-in deadlines are different at each airport and Plus Ultra recommends that passengers inform themselves of these deadlines as they are mandatory. In order to enable you to comply with all governmental formalities and departure procedures well in advance of your flight departure, the passenger will

arrive at the carrier's baggage check-in counter and boarding gate within the time specified by the carrier. Plus Ultra reserves the right to cancel the booking if the passenger fails to comply with the check-in deadlines. Plus Ultra or its Authorised Agents will inform passengers of the baggage check-in and boarding deadlines for the first flight. For subsequent flights in the case of transfer passengers, passengers must be informed of baggage check-in and boarding deadlines. Plus Ultra shall not be liable for any missed flight or expenses resulting from a passenger's failure to comply with the provisions of this article.

6.2.- If the passenger does not arrive on time at the baggage check-in counters or at the boarding gate or does not have the necessary documentation in accordance with Article 13 and is therefore not fit to travel, Plus Ultra may cancel the seat reserved in his or her name and dispose of it without liability.

6.3.- When the flight coupon has not been removed from the ticket at the time the passenger receives his/her boarding card at the baggage check-in counter, this flight coupon shall remain in the passenger's possession, who must present it when boarding.

Article 7: Refusal and limitation of carriage

7.1.- Right to refuse transport

Plus Ultra may refuse to carry passengers and/or baggage for reasons of security (in-flight or police) or, in its reasonable discretion and at any point of embarkation and/or connection, if any of the following situations occur, or it reasonably believes may occur:

(a) The passenger does not comply with applicable laws, regulations, governmental or other regulations.

(b) The carriage of passengers and/or baggage may endanger or affect the safety and health or materially affect the comfort of other passengers or crew;

(c) If the passenger's mental and/or physical condition, including problems caused by the consumption of alcohol or drugs, poses a danger or risk to himself/herself, other passengers and/or crew or to the property of passengers or crew or Plus Ultra;

(d) The passenger has misbehaved on a previous flight and Plus Ultra has reason to believe that such behaviour may be repeated;

(e) The passenger has refused to submit to personal security screening or baggage screening as provided for in Articles 8.5 and 13.6, or if the passenger has refused to provide proper proof of identity;

(f) The passenger has not paid the applicable ticket price, taxes, duties, fees or charges;

(g) The passenger does not have valid travel documents, may be attempting to enter a country in which he/she may only be in transit or for which he/she does not have valid travel documents, has destroyed his/her travel documents during the flight or refuses to present them to the flight crew or ground staff, against receipt, when requested to do so, and/or has expired documents which do not comply with governmental or international requirements or regulations in force or which are false, either by usurpation of identity or by falsification of documents;

(h) The airline ticket presented:

(h1) It was acquired illegally or was purchased from a company that is not Plus Ultra or any of its Authorised Agents; or

(h2) It is a lost or stolen ticket; or

(h3) It is a counterfeit ticket; or (h4) It is a counterfeit banknote.

(h4) You have a flight coupon that has been modified by someone other than Plus Ultra or any of its Authorised Agents or has been mutilated.

(i) The passenger has not complied with the requirements set out in Article 3.3 concerning the sequence and use of the coupon;

(j) At baggage check-in or boarding, the passenger asks the carrier for special assistance that was not previously requested and confirmed;

(k) The passenger has not complied with any of the applicable instructions and provisions relating to safety issues;

(l) When presenting the air ticket, the passenger cannot prove that he/she is the person whose name appears in the "Passenger name" box;

In cases (g), (h), (i) and (l) Plus Ultra reserves the right to withdraw the passenger's ticket.

7.2. Special assistance

7.2.1.- Acceptance of the carriage of unaccompanied minors, disabled passengers, pregnant women, sick persons or other persons

requiring assistance is subject to prior arrangements with Plus Ultra. Passengers with reduced mobility who at the time of ticket purchase have notified Plus Ultra of their disability or any special request they wish to make to Plus Ultra and have obtained Plus Ultra's acceptance will not be refused carriage on the grounds of such disability or special request.

7.2.2.- If the passenger requires Plus Ultra to serve a special meal on board their flight(s), this must be requested at the time of making or changing a booking or within the time period indicated by Plus Ultra. Failure to do so will not guarantee that such a meal will be available on board the flight(s) concerned. Due to operational conditions, some special meals may not be available, in which case we assume no liability to the passenger.

7.2.3 Passengers with health problems are advised to consult a doctor before travelling by air, particularly for long haul journeys, and to take all appropriate precautionary measures.

Special assistance under the terms of Paragraph 2 is not part of the Contract of Carriage and is to be considered as an additional service under the terms of Article 12. In addition, if passengers make any request under the special conditions referred to in Paragraph 2(a) or (b) only at the time of baggage check-in, Plus Ultra will assume no liability if it does not or cannot comply with such request and reserves the right to deny boarding under the terms of Paragraph 1(j) of this Article.

Article 8: Baggage

8.1.- Baggage allowances

Passengers may carry baggage free of charge subject to the limitations and conditions contained in these Conditions of Carriage and/or in the fare conditions applied.

8.2.- Excess baggage

Passengers must pay a supplement for the carriage of baggage in excess of the free baggage allowance in accordance with the Conditions of Carriage or fare conditions available from Plus Ultra or its Authorised Agents.

8.3.- Objects not accepted as baggage

Passengers must not include the following items in their baggage:

(a) Articles which are likely to endanger the safety of the aircraft persons or property on board the aircraft as specified in the

International Civil Aviation Organisation (ICAO) Dangerous Goods Regulations, International Air Transport Association (IATA) regulations and Plus Ultra's passenger regulations (Plus Ultra can provide further information on request);

(b) objects that are prohibited by the applicable laws or regulations of the country from which or to which the flight is being made;

(c) items which Plus Ultra reasonably considers unsuitable for carriage because they are dangerous or unsafe due to their weight, size, shape or character, or which are fragile or perishable taking into account, inter alia, the type of aircraft being used. Upon request, Plus Ultra can provide information on items that are not acceptable.

(d) Firearms and ammunition that are not intended for hunting or sporting purposes are prohibited from being carried as baggage. Firearms and ammunition to be used for hunting purposes may be accepted as checked baggage if they are unloaded and properly secured and packed. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations as specified in (a) above;

(e) Weapons such as antique firearms, swords, daggers and similar objects may be accepted as checked baggage, at Plus Ultra's discretion, but are not permitted in the passenger cabin of the aircraft.

(f) Fragile or perishable objects, money, currency, jewellery, works of art, precious metals, silverware, securities or other valuables, expensive clothing, optical and/or electronic devices, cameras of all types, musical instruments, toolboxes, business documents, negotiable securities, passports and other documents, samples and stocks, as well as any valuables;

(g) Live animals, except pets and in accordance with the application to date of the provisions included in paragraph 10 of this Article;

If, despite being prohibited, any of the items listed in subparagraphs (a) through (g) of this paragraph are included in a passenger's baggage, Plus Ultra assumes no liability for any loss or damage to such items or to the baggage itself caused by the inclusion of such items that is not covered by the applicable provisions of Plus Ultra's liability regime as defined in Article 15.

8.4.- Right to refuse transport

8.4.1.- If at any boarding point or intermediate point Plus Ultra discovers any of the items described in section 3 as prohibited for carriage as baggage, it may refuse to carry such items.

8.4.2.- Plus Ultra may refuse to carry as Baggage any item which it reasonably considers unfit for carriage because of its size, shape, weight, contents and character, for safety or operational reasons, or for the convenience of other passengers. Upon request, it may provide information on items that are not accepted as baggage.

8.4.3.- Plus Ultra may refuse to accept Baggage for carriage unless, in our reasonable judgement, it is adequately and securely packed in suitable containers. Upon request, we can provide information on packaging and containers that are not acceptable.

8.5.-Right of registration

For security reasons, Plus Ultra may request passengers to permit a search or examination of their person or baggage. If the passenger is not present, his or her baggage may be searched in his or her absence for the purpose of determining whether it contains any of the items described in Section 3 as a firearm, ammunition or other weapon that has not been presented to Plus Ultra. If the passenger is unwilling to comply with this requirement, Plus Ultra may refuse to carry the passenger and his or her baggage. In the event that the search or other examination results in damage to the passenger and his or her baggage, Plus Ultra shall not be liable for such damage, unless such damage is attributable to fault or negligence on its part.

8.6.- Checked baggage

8.6.1.- Upon delivery to Plus Ultra of the baggage that the passenger wishes to check in, Plus Ultra will assume custody of the baggage and will issue a baggage identification tag for each piece of checked baggage.

8.6.2.- Checked baggage must have the passenger's name or any other personal identification attached.

8.6.3.- Whenever possible, checked baggage will be carried on the same aircraft on which the passenger is travelling, unless Plus Ultra decides, for operational or safety reasons, to carry it on an alternative flight. If the passenger's checked baggage is carried on a later flight, Plus Ultra will deliver it to the passenger, unless applicable laws require the passenger to be present for customs clearance.

8.6.4.- Irrespective of the maximum free baggage allowance or excess baggage carried, the maximum weight per checked baggage item is 32 kg (with the exception of certain special baggage items).

8.7.- Checked baggage

8.7.1.- Plus Ultra may specify the maximum dimensions and/or weight of baggage that passengers may carry on the aircraft and/or limit the amount of baggage, currently limited to a maximum weight of 8 kgs. and dimensions not exceeding 55cm in length x

40cm wide x 20cm high. Luggage carried by the passenger on the aircraft must fit under the seat in front of the passenger's seat or in an enclosed storage compartment within the cabin of the aircraft. If the passenger's baggage cannot be stowed in this manner or if it is overweight or considered dangerous for any reason, it must be carried as checked baggage. Such baggage may be checked at any time prior to departure of the flight.

8.7.2.- Items that cannot be carried in the hold of the aircraft (such as musical instruments and similar items) and do not meet the requirements of (a) above will only be accepted for carriage in the passenger cabin compartment if the passenger has notified Plus Ultra in advance and the Company has granted permission to do so. An additional charge may be payable by the passenger for this service.

8.8.- Declaration of excess value and fees
Available, except for certain valuables.

8.9.- Collection and delivery of checked baggage

8.9.1. In accordance with paragraph 6, passengers must collect their equipment as soon as it is available at the destination or stopover. If the passenger does not collect their baggage within a reasonable time, Plus Ultra may charge a reasonable amount as a deposit. If the baggage is not claimed within six (6) months from the time it becomes available, Plus Ultra may dispose of it without liability to the passenger.

8.9.2.- Only the person in possession of the baggage tag and the baggage identification tag will be authorised to collect the checked baggage.

8.9.3 If a person claiming baggage is unable to provide proof of baggage and to identify the baggage by means of the baggage identification card, Plus Ultra will deliver the baggage to such person only on condition that such person provides proof to Plus Ultra's satisfaction of the right to remove the baggage. If requested by Plus Ultra, such person must provide adequate cover to indemnify Plus Ultra for any loss, damage or expense which Plus Ultra may incur as a result of such delivery.

8.10.- Animals

If Plus Ultra accepts animals for carriage, the carriage of animals is subject to the following conditions:

(a) Passengers must ensure that animals such as dogs, cats, domestic birds and other pets are properly caged and have valid health and vaccination certificates, entry permits and other documents required by the countries of entry or transit; if the required documents are not presented, the animal will not be accepted.

transport of such animals. Such carriage may be subject to additional conditions specified by Plus Ultra and available upon request;

(b) If accepted as baggage, the animals, together with their cage and food, shall not be included in the passenger's free baggage allowance, but shall constitute excess baggage for which the passenger shall pay the applicable baggage fee;

(c) Service animals, together with their cage, accompanying passengers with reduced mobility will be carried free of charge, incorporated into the normal baggage allowance in accordance with the conditions specified by Plus Ultra, available on request;

(d) When carriage is not subject to the liability rules of the Applicable Law Plus Ultra shall not be liable for injury to or loss, sickness or death of an animal which it has agreed to carry, unless the carrier has been negligent.

(e) Plus Ultra will assume no responsibility for any animal that is not in possession of all exit, entry, health and other documents necessary for the entry or transit of such animal through any country, state or territory, and the person carrying the animal shall reimburse Plus Ultra for any fines, costs, losses or liabilities reasonably imposed on or incurred by Plus Ultra as a result thereof.

Article 9: Schedules, delays, flight cancellations

9.1.- Schedules

Before Plus Ultra accepts the advance booking from the passenger, the passenger will be notified of the scheduled time of the flight in effect at that time and that time will appear on the Ticket. Plus Ultra may need to change the scheduled time of the flight after the Ticket has been issued. If the passenger provides Plus Ultra with contact information, Plus Ultra will arrange for the passenger to be notified of such changes. If, after the passenger has purchased the ticket, Plus Ultra makes a significant change to the scheduled flight time that the passenger does not accept and Plus Ultra is unable to sell the passenger a ticket on an acceptable alternative flight, the passenger has the right to claim a refund in accordance with Article 10.2.

9.2.- Cancellation of successive bookings

9.2.1.- Plus Ultra will take all necessary measures to avoid delays in the carriage of passengers and baggage. In the implementation of these measures and in order to prevent the cancellation of a flight, Plus Ultra may in exceptional circumstances arrange for a flight to be operated in its

name by a carrier, in accordance with the terms of Article 1, or provide other means of transport.

9.2.2.- Without prejudice to the Applicable Law, if Plus Ultra cancels a flight, fails to reasonably perform the flight according to schedule, fails to drop off passengers at stopover locations or destinations, or is responsible for passengers missing a connecting flight for which they had a confirmed reservation under a single Contract of Carriage, Plus Ultra will, at the passengers' option, pay for:

9.2.2.1.- to carry passengers, at the earliest opportunity, on another scheduled Plus Ultra flight on which seats are available, at no additional charge and, where necessary, by extending the validity of the ticket; or

9.2.2.2 - within a reasonable period of time, re-route passengers to the destination named in their Ticket by Plus Ultra's own or a carrier's air transportation, as defined in Article 1, or by other mutually agreed means and class of transportation, without additional charges. If the Ticket price and charges for the changed itinerary are less than the refund value of the Ticket or the applicable portion thereof, we will refund the difference; or

9.2.2.3 - the reimbursement will be made in accordance with the provisions of Article 10.2.

9.2.3.- In accordance with the provisions of the Applicable Legislation, with special reference to Regulation 261/2004, in the event of cancellation, denied boarding or flight delay of more than three hours, the passenger may request at the check-in counter or at the boarding gate the text containing his or her rights.

Article 10: Refunds

10.1.- General conditions

Plus Ultra will refund the full amount of the unused ticket or portion thereof in accordance with the applicable fare rules and/or fare conditions as follows:

(a) Except as provided in this Article, Plus Ultra must reimburse the person whose name appears on the Ticket or the person who paid for the Ticket upon presentation of satisfactory proof of such payment;

(b) If a Ticket has been paid by a person other than the person whose name appears on the Ticket and if the Ticket states that there is a limitation on refund, we will refund only to the person who paid for the Ticket or to that person's order;

(c) If a refund is made to a person who presents a passenger coupon and all unused flight coupons and who is not the person to whom the refund is to be made in accordance with subparagraph (a) or (b) above, it shall be deemed a proper refund and Plus Ultra shall be relieved of all liability and any further claim for refund.

10.2.- Involuntary reimbursement

If Plus Ultra cancels a flight, fails to operate a flight reasonably according to schedule, fails to drop off a passenger at the destination or stopover location or is responsible for the passenger missing a connecting flight for which the passenger had a reservation under a single Contract of Carriage, the amount of the refund will be:

(a) If no part of the ticket has been used, an amount equal to the price of the ticket that has been paid;

(b) If part of the ticket has been used, an amount not less than the difference between the ticket price paid and the applicable price for the journey between the points for which the ticket has been used. Unless the flight no longer serves any purpose in relation to the travel plan, in which case the amount of the ticket price paid shall be refunded.

10.3.- Voluntary reimbursement

If passengers are entitled to a refund for reasons other than those stipulated in paragraph 2 of this Article, the amount of the refund shall be:

(i) If no part of the ticket has been used, an amount equal to the price of the ticket paid, less all reasonable service charges or cancellation fees;

(ii) If a portion of the ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for the journey between the points for which the ticket has been used, less all reasonable service charges or cancellation fees;

The refunds provided for in this Section 3 do not apply where any governmental requirement or Plus Ultra regulation excludes them, to the passenger's knowledge, when the ticket is marked "NON REFUNDABLE" or "NON REFUNDABLE".

10.4.- Right to refuse reimbursement

Plus Ultra may refuse to make a refund:

(a) When the application is made after the validity of the ticket has expired;

(b) For a ticket which has been presented to Plus Ultra, or to the government officials of a country, as evidence of the intention to leave the country.

territory of that country, unless the passenger proves to our satisfaction that he is authorised to remain in the country or that he will leave it on the flight of a carrier as defined in Article 1 or by any other means of transport;

(c) If the passenger has not been admitted by the local authorities at the place of destination or at any intermediate point and has consequently been returned to the point of embarkation or to some other point;

(d) In case of a counterfeit banknote;

(e) If the passenger claims a refund in a currency other than the currency of payment;

(f) If the note is marked "NOT REFUNDABLE" or "NON REFUNDABLE";

(g) In the cases stipulated in Articles 11.1 and 11.2.

(h) If the passenger fails to comply with the provisions of Art. 13.2

10.5.- Currency

10.5.1.- Subject to Applicable Law, Plus Ultra reserves the right to make a refund in the same manner and in the same currency used for payment of the ticket.

10.5.2. If Plus Ultra accepts a refund in a currency other than the currency of payment, such refund will be made at the exchange rate(s) and on the terms and conditions set by Plus Ultra.

10.6.- Who reimburses the ticket?

Refunds will only be made by the carrier who originally issued the ticket or by its agent, if authorised to do so.

Article 11: Behaviour on board the aircraft

11.1.- If, in our reasonable opinion, the behaviour of passengers on board endangers the safety of the aircraft or any person or property on board the aircraft, obstructs the crew in the performance of their duties or is not in accordance with crew instructions, including, but not limited to, instructions regarding the prohibition of smoking or the consumption of alcohol or drugs, or causes discomfort, inconvenience, annoyance, damage or injury to passengers or crew or any property, Plus Ultra will not be liable for any loss or damage to any person or property, instructions relating to the prohibition of smoking or the consumption of alcohol or drugs, or causes discomfort, annoyance, damage or injury to passengers or crew or any property, Plus Ultra may take such action as it reasonably considers necessary to prevent the continuance of such behaviour, including enforcement action. Passengers may be disembarked at any point, refused boarding and denied boarding.

transport on other flights, and they can be prosecuted for infringements committed on board the aircraft.

11.2.- For safety reasons, Plus Ultra will prohibit or limit the use on board the aircraft of electronic equipment, including, but not limited to, mobile telephones, laptop computers, portable tape recorders, CD players, portable radios, electronic games or transmitting devices, radio-controlled toys and walkie-talkies. The use of hearing aids and pacemakers is permitted.

Article 12: Agreements on the provision of additional services

12.1.- Subject to Applicable Law and if in the course of entering into the Contract for Carriage by Air Plus Ultra also agrees to make arrangements with third parties to provide passengers with services other than carriage by air, or if Plus Ultra issues a ticket or voucher relating to carriage or services (other than carriage by air) to be provided by third parties, such as hotel reservations or car hire, in doing so Plus Ultra acts only as an agent. The terms and conditions of the third parties providing such services will apply and Plus Ultra accepts no liability for any failure to provide such additional services.

12.2. If Plus Ultra provides surface carriage, other conditions of carriage and, in particular, other liability regimes may apply to the surface carriage. Upon request, such conditions of carriage and/or such liability regimes will be provided by the carrier providing the surface transportation service.

Article 13: Administrative formalities

13.1.- General conditions

Passengers are responsible for obtaining all travel documents and visas necessary to comply with all applicable laws, regulations, ordinances, travel regulations and requirements and visas or authorisations of the states or countries from, to or through which they are flying; all passengers, including transit passengers, must comply with the requirements of the states or countries relating to immigration and border control.

1.2.- Plus Ultra shall not be liable for any consequences to passengers arising from failure to obtain such documents or visas or failure to comply with the requirements referred to in sub-paragraph (a) above.

13.2.- Travel documentation

13.2.1.- Prior to travel, at PlusUltra's request, passengers must produce all exit, entry, transit, health and other documents required by the laws, regulations, ordinances, provisions or other requirements of the states or countries concerned and permit Plus Ultra to make copies or retain copies thereof.

13.2.2.2.- Plus Ultra reserves the right to refuse carriage if passengers have not complied with the requirements mentioned in the previous paragraphs or if the travel documents are not valid.

13.3.- Refusal of entry

Passengers who are refused entry to any state or territory will be responsible for paying any fines or charges levied by that state or territory against Plus Ultra and the cost of transportation from that state or territory. The fare for carriage to the point at which passengers have been refused entry will not be refunded by Plus Ultra.

13.4.- The passenger shall be responsible for the payment of fines, detention costs, etc.

If Plus Ultra is required to pay or deposit any fine or penalty or incur any expense as a result of the passenger's failure to comply, voluntarily or involuntarily, with the laws, regulations, ordinances, provisions or other requirements of the states or territories, or failure to produce required documents, the passenger must reimburse Plus Ultra, on demand, for any amount paid or deposited and any expense incurred by Plus Ultra in connection therewith. Plus Ultra may apply to such payment or expense the value of any unused passenger ticket or any refund on behalf of the passenger held by us.

13.5.- Customs Inspection

If required, passengers must be present during the inspection of their baggage, checked or unchecked, by Customs or other government officials. Plus Ultra shall not be liable to passengers for any loss or damage suffered in the course of such inspection or for the passenger's failure to comply with these requirements.

13.6.- Security inspection

Passengers and/or their baggage shall be subject to all security controls carried out by government officials, airport authorities and any carrier involved, or by Plus Ultra, as set out in Article 1.

Article 14: Successive carriers

For the purposes of the Applicable Law, carriage to be performed by several successive carriers under one and the same ticket or a connecting ticket is considered as a single operation. It is understood that each carrier is responsible only for the carriage performed on its own account. However, it must take into consideration the provisions of Article 15.1.c (i).

Article 15: Liability for damages

15.1.- General considerations

Plus Ultra's liability and that of any carrier in accordance with Article 1 shall be determined by the Conditions of Carriage of the carrier issuing the Ticket, unless otherwise provided. Insofar as Plus Ultra is concerned, liability shall be as follows:

(a) The carriage is subject to the rules and limitations of liability established by the Applicable Law.

(b) Except in reliance on public and social insurance or similar bodies or any party subrogated in accordance with Applicable Law, Plus Ultra agrees to waive any limitation of liability in case of death, injury or any personal injury suffered by a passenger, if the accident, in accordance with Applicable Law, took place on board the aircraft or in the course of any operation of boarding or disembarking passengers as provided by Applicable Law.

(c) To the extent that the foregoing does not conflict with the contents of these Conditions of Carriage and without prejudice to the provisions of the Legislation in force:

(i) With regard to checked baggage, passengers shall have the right to take action against the first and last carrier involved in the air journey or any other carrier operating a segment of the intermediate flight and it is shown that the damage, destruction or delay of such baggage occurred on that segment;

(ii) Liability shall be limited to proven damages and in no event shall Plus Ultra be liable for consequential damages or any form of non-compensatory damages;

(iii) Plus Ultra is not liable for any damages resulting from your compliance with any laws, governmental regulations, ordinances or requirements, or the passenger's failure to comply with them;

(iv) Plus Ultra is not liable for damage to unchecked baggage, unless such damage is due to our negligence based on evidence provided by the passenger;

(v) Plus Ultra shall not be liable for any illness, injury or disability, including death, attributable to the passenger's physical or mental condition or aggravation of such condition;

(vi) The Contract of Carriage, including these Conditions of Carriage and any exclusions or limitations of liability, applies to Plus Ultra's Authorised Agents, officers, employees and representatives to the same extent as it applies to Plus Ultra. The amount recoverable from Plus Ultra and Plus Ultra's Authorised Agents, employees, representatives and authorised persons shall not exceed the amount of Plus Ultra's liability, if any;

(vii) Plus Ultra's liability for any negligence on the part of the passenger causing or contributing to the damage will be reduced or even discharged in accordance with Applicable Law;

(viii) Nothing in these Conditions of Carriage shall override any exclusion or limitation of Plus Ultra's liability under any relevant Applicable Law.

15.2.- Bodily Injury/Death

15.2.1.- In accordance with Applicable Law, Plus Ultra shall be liable for damages suffered in the event of death or injury or any other bodily injury suffered by the passenger if the accident causing the damage suffered occurred on board the aircraft or during any of the operations of embarking and disembarking passengers, in accordance with Applicable Law, and without prejudice to Plus Ultra's exclusions of liability as set out below;

15.2.2.2. However, Plus Ultra's liability may be reduced or even exempted for the damage suffered, if the company proves that: the death, wounding or other bodily injury was due to the passenger's state of health, physical or mental, existing prior to the passenger's boarding operations; or the damage, according to subparagraphs (a)(i) of this paragraph, was caused or contributed to by the passenger's negligence or state of health prior to boarding the flight.

15.2.3.- There is no financial limit set for liability in case of injury or death of the passenger. For damages up to 128 821 SDRs, the air carrier cannot contest claims for compensation. Above that amount, the air carrier can only contest a claim if it can prove that there was no negligence or other fault on its part or that the damage was due solely to the negligence or other wrongful act or omission of a third party.

15.2.4. Amount recoverable for the damage: The amount recoverable shall cover the reparation of the damage as determined in an amicable settlement, as determined by an expert opinion or by a competent court; Plus Ultra shall compensate the passenger for recoverable compensatory damages only and only to the extent that it exceeds any payment received from any public social insurance agency or other similar institution.

15.2.5.- Plus Ultra reserves all rights of recourse against third parties, including, without limitation, rights of subsidy and compensation;

15.2.6 In the event of death, wounding or bodily injury resulting from an aircraft accident, in accordance with the Applicable Law or Paragraph 2(a)(i) of this Article, the person(s) entitled to compensation, when identified, shall be offered an advance payment to cover their immediate needs. In case of death, such advance payment shall not be less than the EURO equivalent of 16,000 SDRs per passenger. In accordance with currently Applicable Law, the advance payment shall be made within fifteen (15) days of the identification of the person(s) entitled to compensation and shall be deductible from the final amount payable for liability in accordance with this paragraph (a).

15.3.- Delay:

15.3.1.- Characteristics of compensable damage. Delay as such is not a cause of damage: only direct damage is compensable, to the exclusion of indirect damage or any form of non-compensatory damage. Passengers must prove the damage caused by the delay;

15.3.2. Extent of Liability. Plus Ultra will not be liable for damage resulting from a delay if Plus Ultra proves that it has taken all reasonable measures to avoid the delay or that it was impossible for Plus Ultra to take such measures. Plus Ultra will not be liable for damage caused by a delay caused by passengers or contributed to by passengers;

15.3.3.- Scope of compensation. The amount of compensation is determined by the damage according to the evidence presented by the passenger and falls within the limitations contained in the Applicable Law. In the event of delay in the delivery of checked baggage, Plus Ultra may, by means of a lump sum, compensate passengers for their essential expenses caused by the delay when the delay occurs outside the place where the passengers currently reside.

15.4.- Baggage:

15.4. 1.- Exclusions of liability.

- Plus Ultra will not be liable for damage to baggage if it is caused by belongings contained in the baggage. If the passenger's belongings cause injury to another person or damage to the property of another person, Plus Ultra will not be liable for damage to baggage if the passenger's belongings cause injury to another person or damage to the property of another person.

person or property of Plus Ultra, the passenger must compensate Plus Ultra for all losses incurred and expenses incurred by Plus Ultra as a result;

- Plus Ultra assumes no responsibility for the carriage of certain types of fragile or perishable items in accordance with the provisions of these Conditions of Carriage.
- Plus Ultra shall not assume any particular liability other than its liability as set out in sub-section (ii) below.

15.4.2.- Amount of compensation:

15.4.2.1 Baggage delays

In the event of delay in the delivery of baggage, Plus Ultra shall be liable for damage to the extent that it has not taken all reasonable measures to avoid the damage or it has been impossible for it to take such measures. Liability for delayed baggage is limited to 1,288 SDRs.

15.4.2.2 Destruction, loss or damage to baggage

Plus Ultra is liable for destruction, loss or damage to baggage up to the amount of 1,288 SDRs. With regard to checked baggage, it is liable even if it is not at fault, unless the baggage was already damaged. With regard to unchecked baggage, the air carrier is only liable for damage caused by its fault.

Article 16: Limitation of time for claims and actions

16.1.- Notification of baggage claims

16.1.1.- Acceptance of Baggage by the person holding the Baggage Check without complaint at the time of delivery is sufficient proof that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage, unless the passenger proves otherwise.

16.1.2 In accordance with Applicable Law, no action for damage, however founded, will be brought in respect of Checked Baggage unless the passenger files a complaint with Plus Ultra. If the passenger wishes to make a claim or bring an action in respect of damage to Checked Baggage, the passenger must notify Plus Ultra or the Carrier, in accordance with Article 1, as soon as the damage is discovered and, at the latest, within seven (7) days, or in the case of a delay, within twenty-one (21) days. (21) days from the date on which the baggage was placed at your disposal.

If no complaint is received by the passenger concerned within the above time limits, the passenger loses his or her right to any legal action.

16.1.3 As soon as Plus Ultra receives a claim for any loss or damage, it will file a Property Irregularity Report (PIR) with reservations, if necessary. This Property Irregularity Report will not be considered as a claim for the purposes of paragraph 1.b) of this article.

16.2. Limitation of actions

The right to any legal action before the appropriate Courts shall be barred within two years from the arrival of the aircraft at its destination, or from the day on which the aircraft should have arrived.

16.3. Limitation time

All actions taken in accordance with (1) and (2) above must be in writing and within the time limit indicated.

Article 17: Amendment and cancellation

No Agent, employee or representative of Plus Ultra has authority to alter, modify or waive any of the provisions contained in these Conditions of Carriage.