

General Terms and Conditions of Booking and Reservation for Afriqiyah Airways General Sales Agent (8U GSA) for online and telephone bookings.

Applicable since 17.June 2008

1. Scope of application

These guidelines on carriage shall apply to the carriage of all persons and baggage, including all related services, performed by Afriqiyah Airways, registered in Tripoli, Libya, and/or its agents and subcontractors.

2. Services

The services covered by these Terms and Conditions are the performance of the flights announced and confirmed at booking.

Afriqiyah Airways is entitled to assign the performance of flight services in whole or in part to its agents/subcontractors, provided it has satisfied itself that the latter's safety standards are at least equal to those of Afriqiyah Airways and provided that flights are operated only by an airline company approved by the German civil aviation authority. Afriqiyah Airways shall inform the passenger of the identity of the operating carrier. Afriqiyah Airways may change aircraft and flight number. These terms and conditions of carriage also apply to carriage free of charge, except when expressly agreed otherwise. In accordance with Art. 11 of EC Regulation 2111/2005, the contractual partner responsible for air carriage is required to inform passengers at booking, irrespective of the means of booking used, of the identity of the operating airline company. If its identity is not yet known at the time of booking, the contractual partner responsible for air carriage must ensure that the passenger is informed of the identity of the operating airline company as soon as this is known.

3. Fares/Terms of booking and payment

3.1 The services and fares confirmed at booking shall apply. The terms of booking and payment are derived from the applicable fare regulations. Afriqiyah Airways reserves the right to alter the airfare agreed in the contract of carriage in the event of an increase in the costs of carriage or in fees for particular services such as airport charges, or a change in the exchange rates applicable to the air carriage concerned, as follows. If there is a subsequent increase in the costs of carriage (especially fuel costs) that obtained when the contract of carriage was formed, Afriqiyah Airways may increase the airfare in line with the following:

In the event of an increase on a per-seat basis, Afriqiyah Airways may charge to customers the amount of this increase. In other cases, the additional costs of carriage will be divided by the number of seats on the aircraft. Afriqiyah Airways may charge to customers the resulting amount for individual seats on a pro-rata basis.

3.2. A fare increase is permissible only if the period between the contract being entered into and the agreed date of air travel exceeds four months and the circumstances leading to the increase have not yet occurred before formation of contract and could not have been predicted by Afriqiyah Airways at formation of contract. In the event of any adjustment to fares, Afriqiyah Airways shall inform the passenger immediately. Fares will not be adjusted to incorporate any price increases that occur less than 20 days prior to travel. If the price increase amounts to more than 5 % of the net fare, the passenger is entitled to cancel the booking free of charge or to request travel on a flight that is (at least) equivalent if, for the booked fare, Afriqiyah Airways is able to provide such a flight from all of its available flights.

3.3. Payment

Full payment is due immediately on formation of the contract. Payment by instalments is not accepted. In certain countries, governmental or airport authorities may levy taxes or

other charges directly from the passenger which are not included in the fare and thus are separately payable by the passenger. All payments are to be made either using a credit card accepted by the airline or by direct debit through a German bank account to be named by the person booking.

If a credit card institute or a bank refuses to honour the payment required under the contract, Afriqiyah Airways is entitled to terminate the contract after demanding payment by an appointed deadline and to cancel the booking. Incoming payments shall first be offset against the oldest debt. Payment which is not sufficient to cover the entire debt will first be offset against the interest and finally against the principal debt.

4. Booking

Bookings are valid only for the booked flight and for the person named in the booking. If the name on identification documents presented at the airport differs from that in the booking, documentation issued by the competent authority certifying a change of name between the time of booking and departure must be presented.

If the booking number and official picture identification is presented at the airport desk by someone other than the person entitled to carriage or a refund, Afriqiyah Airways shall have no liability towards the entitled person if carriage or a refund was provided in good faith.

5. Check-in/Required travel documents to be carried

Passengers are recommended to arrive at check-in two hours before their booked departure time.

Passengers must appear at the check-in desk in good time so that they are checked-in and in **possession of a boarding pass no later than 60 minutes prior to the scheduled time of departure. If a passenger does not meet the check-in deadline indicated, AFRIQIYAH AIRWAYS reserves the right to deny carriage** and the passenger remains obliged to pay the fare.

When checking in, the booking number and a valid photo ID (i.e. passport or identity card) are required. Passengers are recommended to present their booking confirmation. For children and adolescents, a valid ID (or an entry for the child/adolescent in the passport or ID of the legal guardian travelling with them) must be presented. For international flights a valid passport or ID must be carried, along with any visa or additional documents required by the country of destination. This also applies to children and adolescents. Afriqiyah Airways will have to refuse check-in to passengers without these documents. Passengers shall be responsible for carrying with them all documents necessary for travelling to and from the country of destination.

6. Carriage of baggage

6.1. Baggage allowance:

- a) Economy-Class: 2 x 24kgs checked luggage plus 8kg carry-on bag
- b) Business-Class: 3 x 24kgs checked luggage 8kg carry-on bag
- c) Carry-on luggage: 1 piece of max. 8kgs

6.2. Excess Baggage:

Flatrate = 1 piece of luggage with a max. of 24kgs = EUR 200,00.

Afriqiyah Airways may decline the transportation of luggage of it is not packed appropriately, so that a secure transportation is not guaranteed.

6.3. Prohibited baggage

For safety reasons, the following materials and items shall not be placed in either hold or checked baggage and will not be carried:

- a. Briefcases or security-type attaché cases with installed alarm devices, or incorporative lithium batteries and/or pyrotechnic material;
- b. Explosive devices, including detonators, fuses, grenades, mines and explosives;
- c. Explosive materials, ammunition, fireworks or signal rockets;
- d. Gases: flammable, non-flammable, deeply refrigerated and poisonous, such as camping gas or aerosols, propane and butane;
- e. Flammable fluids such as bleaches, peroxides, petrol and methanol;
- f. Flammable solids and reactive substances, including magnesium, firelighters, fireworks, flares;
- g. Cigarette lighters;
- h. Oxidizers and organic peroxides (including bleach), car body repair kits;
- i. Toxic or infectious substances, including rat poison, infected blood and pathogens;
- j. Radioactive material, including medicinal or commercial isotopes;
- k. Corrosives (such as mercury), which may be contained in thermometers, acids, alkalis and wet-cell batteries filled with battery fluid, corrosives and vehicle batteries;
- l. Fuel-containing components of vehicle fuel systems;
- m. Magnetized materials and all hazardous items as listed in the IATA Dangerous Goods Regulations.

The above provisions do not apply to medicines and medical appliances, toiletries, smoking utensils (except petrol cigarette lighters) or alcoholic drinks, provided these are carried only in small quantities for personal use.

Please note: for safety reasons, the use of all personal electronic equipment is prohibited during take-off or landing. **The use of mobile phones is not permitted at any time during the flight.** Use of other electronic equipment is subject to the prior permission of the crew.

6.3.1. Prohibited items in checked baggage

Checked baggage must not contain fragile or perishable items, items of value including money, jewellery, precious metals, jewels, computers (including laptop computers), cameras, mobile phones or other electronic equipment, securities, stocks and bonds, as well as other valuables or business documents, samples, identification documents, house or car keys, or medicines required by the passenger.

Afriqiyah Airways may refuse to carry these items in checked baggage and has only limited liability. Afriqiyah Airways may refuse to carry baggage if it is inadequately packed to the extent that, despite application of due care, damage is to be expected.

6.3.2 Prohibited baggage in hand baggage

A) Guns, firearms and weapons

Any object capable, or appearing capable, of discharging a projectile or causing injury, including:

- a) all firearms (pistols, revolvers, rifles, shotguns etc);
- b) replica and imitation firearms;
- c) component parts of firearms (excluding telescopic sighting devices and sights);
- d) air pistols, rifles and pellet guns;
- e) signal flare pistols; starter pistols; toy guns of all types; BB guns;
- f) industrial bolt and nail guns; cross bows; catapults;
- g) harpoon and spear guns; humane killers for livestock;
- h) stun or shocking devices e.g cattle prods, ballistic conducted energy weapons (taser);
- i) lighters shaped like a firearm.

B) Pointed/edged weapons and sharp objects

Pointed or bladed articles capable of causing injury, including:

- a) axes and hatchets; arrows and darts; crampons; harpoons and spears;

- b) ice axes and ice picks; ice skates; lockable or flick knives with blades of any length; knives with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon;
- c) meat cleavers; machetes;
- d) open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge); sabres, swords and swordsticks; scalpels;
- e) scissors with blades more than 6 cm in length;
- f) ski and walking/hiking poles;
- g) throwing stars;
- h) tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, carpet knives and box cutters, utility knives, all saws, screwdrivers, crowbars, pliers, wrenches/spanners and blow torches.

C) **Blunt instruments**

Any blunt instrument capable of causing injury, including:

- a) baseball and softball bats;
- b) clubs or batons
- c) rigid or flexible
- d) e.g. Billy clubs, blackjacks, night sticks and batons;
- e) cricket bats; golf clubs; hockey sticks; lacrosse sticks;
- f) kayak and canoe paddles; skateboards; billiard, snooker and pool cues; fishing rods;
- g) martial-arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts.

D) **Explosives and flammable substances**

Any explosive or highly combustible substances which poses a risk to the health of passengers and crew or the security/safety of aircraft or property, including:

- a) ammunition; blasting caps; detonators and fuses; explosives and explosive devices;
- b) replica or imitation explosive material or devices;
- c) mines and other explosive military stores; grenades of all types;
- d) gas and gas containers e.g. butane, propane, acetylene, oxygen in large volume;
- e) fireworks, flares in any form and other pyrotechnics (including party poppers and toy cap guns);
- f) non-safety matches;
- g) smoke-generating canisters or cartridges;
- h) flammable liquid fuel (e.g. petrol/gasoline, diesel, lighter fluid, alcohol, ethanol); aerosol spray paint; turpentine and paint thinner;
- i) alcoholic beverages exceeding 70 % by volume.

E) **Chemical and toxic substances**

Any chemical or toxic substances which poses a risk to the health of passengers and crew or the security/safety of aircraft or property, including:

- a) acids and alkalis (e.g. spillable "wet" batteries);
- b) corrosive or bleaching substances (e.g. mercury and chlorine);
- c) disabling or incapacitating sprays (e.g. mace, pepper spray and tear gas);
- d) radioactive material (e.g. medicinal or commercial isotopes); poisons;
- e) infectious or biological hazardous material (e.g. infected blood, bacteria and viruses);
- f) material capable of spontaneous ignition or combustion;
- g) fire extinguishers.

6.3.3 Restriction on liquids in hand baggage (EU Regulation 1546/2006)

European Union regulations on Security in Civil Aviation restrict the amount of liquids that passengers are permitted to take on board in their hand baggage. It must be ensured that these liquids are in individual containers with a capacity of no more than 100 ml, or the equivalent amount given in a different unit of measurement (based on maximum contents as printed on the container). All of these individual containers must

be packed in a transparent, re-sealable plastic bag with a capacity of no more than one litre. Only one plastic bag is allowed per person.

Liquids include: gels, pastes, lotions, liquid/solid mixtures, such as toothpaste, hair gels, beverages, soups, syrups, perfume and other items of similar consistency, as well as the contents of pressurized containers such as aerosols, shaving cream and hair spray. The following are exempt from these restrictions: liquids to be used during the journey and that are needed either for medicinal or special dietary purposes, including baby food, baby milk or baby juices for travelling infants and children.

The above regulations shall apply to **all flights** departing from airports in the European Union (**including connecting flights**) irrespective of their destination or the country in which the airline is based. Passengers entering the EU from an airport outside the EU must undergo another security screening before boarding their connecting flight.

Various non-EU states have passed identical or similar regulations, details of which are available from the Afriqiyah Airways Service Centre.

7. Damage to, and loss of, baggage

Afriqiyah Airways shall be responsible only for damage occurring in the period during which the baggage is in the charge of Afriqiyah Airways, and in connection with flights for which the passenger has a valid contract of carriage.

Liability for loss of, delay of or damage to baggage is limited. Passengers are recommended to take out additional baggage insurance.

If the weight of the checked baggage is not indicated on the baggage tag, it will be assumed that the overall weight of the checked baggage does not exceed the free baggage allowance for the relevant class of carriage.

Afriqiyah Airways shall not be responsible for damage caused by the baggage of a passenger. If items in baggage cause damage to baggage of other passengers or to the property of Afriqiyah Airways, the owner of the baggage is liable for this damage.

In all cases, Afriqiyah Airways's liability is limited to proven damage. In case of contributory negligence on the part of the passenger, damage reimbursement by Afriqiyah Airways will be reduced accordingly. Passengers are referred to the provisions on liability set out in Section 20.

7.1 Reporting of damage to, or loss of, baggage

Any damage must be immediately reported to the carrier's handling agent at the destination airport; this involves the passenger filing a damage report. (Passenger Irregularity Report - PIR)

In the event of damage to baggage, any claim is excluded unless the person entitled to delivery notifies the carrier immediately (or, at the latest, within seven days from the date of receipt). The same applies to delays in the delivery of baggage (except that in this case the carrier must be notified no later than 21 days after the baggage has been made available). All complaints must be made in writing and delivered or sent within the specified time limits.

Receipt of baggage without submission of a written complaint constitutes prima facie evidence that the same has been delivered undamaged and in accordance with the contract of carriage. Suitcases and similar bags must be fit for purpose (in terms of protecting their contents) and able to withstand scratches and pressure.

Loss of baggage must be reported immediately to the carrier's handling agent upon arrival. Details of the loss will be taken and entered into a worldwide search system.

8. Carriage of expectant mothers

Expectant mothers are permitted to travel with Afriqiyah Airways until the end of the 35th week of pregnancy, whereupon travel will be refused. Please note, however, that

where both outward and return flights are booked, Afriqiyah Airways goes by the date of the return flight.

The expected delivery date is given in the passenger's maternity card, which must be carried at all times.

Expectant mothers travel at their own risk; we recommend that those unsure whether air travel is advisable in their condition should consult a doctor beforehand.

9. Carriage of physically restricted passengers

Passengers with impaired mobility are permitted to take a wheelchair on board free of charge; Afriqiyah Airways must be notified accordingly when the booking is made. For safety reasons, the number of wheelchairs per flight is limited. Wheelchairs must be collapsible. Motorized wheelchairs are permitted only if powered by a dry battery. For reasons of safety and limited capacity, those wishing to take a wheelchair or a guide dog must notify Afriqiyah Airways in advance and obtain written permission/confirmation, otherwise there is no entitlement to carriage.

Persons accompanying the disabled person are not entitled to free travel; they are required to pay the full fare.

Provision with additional oxygen

Those travelling with their own oxygen supply must notify Afriqiyah Airways in advance and obtain written permission/confirmation. Carriage of liquid-oxygen systems is prohibited.

10. Carriage of children and adolescents

For safety reasons, newborn infants up to the age of 7 days will not be accepted for carriage.

Afriqiyah Airways must be notified in advance that you are flying with an infant. Numbers are restricted to 10 % of the seats on a given flight. Afriqiyah Airways go by the child's age at the time of travel; where both outward and return flights are booked, we go by the child's age at the start of the return flight. Infants must travel on the lap of their parent or legal guardian.

Infants are not entitled to their own seat unless one has been booked for them. Each adult may accompany only one infant.

It should be noted that some countries permit children and adolescents under the age of 18 to leave their home country only on presentation of an authorization form completed by their parents or legal guardians. It is the passenger's responsibility to carry the required documents with them.

With the exception of its escort service (which is subject to a charge), Afriqiyah Airways will not supervise or chaperone passengers and is not liable for the consequences of inadequate supervision or chaperoning.

11. Check-in

In order to enable check-in and security screening procedures to go smoothly, and flights to depart on schedule, all passengers must, for both outward and return flights (unless a longer period is required for a particular reason), present themselves at Afriqiyah Airways's (or its subcontractor's) check-in desk at least two hours before the departure time printed on their flight ticket or booking confirmation. Those arriving later may be refused travel by Afriqiyah Airways and its subcontractors.

It is essential that the passenger ensures that the name on the ticket matches the actual first names and surnames as stated on their identity card or passport, otherwise travel may be refused.

Should the names not match, the relevant authorities will in many cases (especially for return flights from abroad) not allow the passenger to leave the country. In such cases,

Afriqiyah Airways is not liable for return carriage unless Afriqiyah Airways itself is responsible for the discrepancy.

12. Travel documents

Passengers are themselves responsible for compliance with all regulations that are important for the performance of the flight (e.g. passport, visa and health requirements) and for ensuring that they have with them all the required documents for their flight; this also applies to infants (for whom there must be an entry in the passport or ID of the parent or legal guardian).

The same applies for additional documents necessary for air travel to the country of destination, such as doctor's certificates and certificates of inoculation (also for the carriage of animals). Certain countries require children or adolescents under the age of 18 to present an authorization form completed by their parent or legal guardian.

Afriqiyah Airways may deny boarding to passengers who do not meet these requirements.

As the carrier, Afriqiyah Airways is obliged by law to refuse carriage if the entry and exit requirements for the country of departure or destination are not met, or if the required documentation/certification is not presented. In particular, it must be ensured that the name on the passenger's flight ticket or travel itinerary matches the actual surname on the identity card or entered in the passport. Passengers are referred especially to the visa requirements for foreign nationals. In the instances specified Afriqiyah Airways is, in the event of non-compliance, entitled to refuse travel. Any costs or disadvantages arising from the failure to observe these requirements shall be incurred by the passenger.

13. Rebooking and cancellation

13.1. Rebooking

A rebooking is a changement of the date of the flight or a changement of the origin or destination of the flight, which is requested by the passenger. The costs of a rebooking consist of a rebooking fee and a possible difference to the current price of the new flight.

For following farecodes we charge a rebooking fee of EUR 80.00: QLPX3M1, QHPX3M1, NLPX3M1, NHPX3M1, BLRT, BHRT, BLOW, BHOW, MLOW1. For all other farecodes we charge a rebooking fee of EUR 100.00. Please find your farecode on your invoice.

13.2. Cancellations

For cancellations we charge a cancellation fee of EUR 160.00, which will be retained. The balance will be refunded

14. Flight changes/confirmation of flight times

Afriqiyah Airways makes every effort to ensure passengers and their baggage arrive at their destination on time. Flight times that have already been announced may be subject to change for operational reasons. Afriqiyah Airways will endeavour to keep changes to flight times to a necessary minimum and inform passengers as soon as possible of any such changes (taking into account the fact that information concerning return flights may be provided when the return flight is being confirmed). We recommend that the passenger confirm the flight time by telephone or on the website within 48 hours of the scheduled departure time. Passengers have no entitlement to travel if they miss a flight after failing to confirm it.

Afriqiyah Airways is entitled to change aircraft and to assign carriage in whole or in part to a third party; Afriqiyah Airways shall, however, remain responsible for the carriage booked.

15. Responsibility and authority of the Pilot in Command

The Pilot in Command shall at all times be entitled to take all necessary safety measures. In this respect they shall have full decision-making authority with regard to passenger seating as well as the loading, distribution, securing and unloading of baggage. They shall make all decisions concerning whether and how the flight is operated. The same applies if a passenger's conduct, physical or mental condition is such that an unduly high level of assistance would be required on the part of the in-flight staff.

16. Conduct on board aircraft

Afriqiyah Airways may take all reasonable and necessary measures required to prevent further consequences of a passenger's conduct if, either on board or prior to boarding, their behaviour is such that:

- a) the aircraft, persons or property on board are placed at risk; or
- b) the crew are hindered in performing their duties; or
- c) instructions of the crew are not followed, especially with regard to smoking, consumption of alcohol or drugs; or
- d) it results in harm or injury to, or an unreasonable burden being placed on, other passengers or crew.

Afriqiyah Airways is entitled – if necessary and appropriate – to demand that the passenger leaves the aircraft, and may refuse onward carriage to any location, or on all routes operated by Afriqiyah Airways. Any such offences committed on the aircraft will be subject to both criminal and civil prosecution.

17. Restriction/refusal of carriage

Afriqiyah Airways is entitled to refuse, or prematurely discontinue, carriage or onward carriage of a passenger or their baggage if one or more of the following occurs:

- a) Carriage of the passenger would violate applicable law, regulations or requirements of the country of departure or destination, or of a country in whose airspace the flight is (or would be) operated;
- b) Carriage would impair the safety, order or health of other passengers or crew members or would cause them an unreasonable burden;
- c) The mental or physical condition of the passenger – including impairment caused by alcohol or drugs – constitutes a danger or risk to the passenger themselves, other passengers, crew members or property;
- d) The passenger refuses to subject themselves or their baggage to security screening;
- e) The applicable fare, any due taxes or other charges and fees (including any such payment owing from previous flights) has not been paid;
- f) The passenger does not carry with them all documents required under the entry/exit requirements for the country of destination, is not in possession of valid travel documents, destroys these documents during the flight or refuses, on request, to hand over these documents to crew members against receipt;
- g) The passenger fails to provide a booking number, or quotes an incorrect one, or the booking for the booking number quoted does not match the identification presented, or the passenger cannot prove that they are the person named in the booking;
- h) The passenger does not follow security instructions or instructions under the Afriqiyah Airways house rules;
- i) The passenger carries baggage that is not permitted;
- j) The passenger has in the past committed one of the above-mentioned acts or omissions which led to the safety, order or health of other passengers, crew members or property of Afriqiyah Airways being placed at risk, or has been barred by Afriqiyah Airways from the airline's flights and premises;

18. Cancellation/termination of the contract

Both the traveller and Afriqiyah Airways are entitled to cancel a flight/booking if, owing to the occurrence of force majeure events unforeseeable at the time when the contract was formed (such as war, civil unrest or natural disasters) the performance of the booked flight would be considerably impeded, endangered or adversely affected.

Afriqiyah Airways also reserves the right to withdraw from the contract if the performance of the booked flight would be considerably impeded, adversely affected or rendered impossible owing to circumstances not foreseeable at the time of booking and for which Afriqiyah Airways is not responsible, such as strikes by air traffic controllers or airport personnel, or official regulations for which Afriqiyah Airways is not responsible, including denied landing rights or prohibition from using airspace.

19. Passenger rights in the event of flight interruptions

Under EC Regulation 261/2004 Afriqiyah Airways offers – in cases of non-carriage, cancellation and long delays to flights – compensation and assistance as stipulated in the Regulation. These obligations are excluded in cases where non-carriage, cancellation or delay has been caused by extraordinary circumstances such as adverse weather conditions, security risks, unexpected deficiencies in flight safety, strikes etc.

20. Liability

a) General provisions

Carriage of persons, baggage and freight hereunder within and outside the European Community is subject to the limited liability regulations of the German Air Traffic Act (LuftVG), EC Regulation 2027/97 dated 9 October 1997 as amended by EC regulation 889/02 ("EC Regulation 2027/97"), the Montreal Convention dated 28 May 1999 ("Montreal Convention"), and the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air dated 12 October 1929 as amended by the Hague Protocol dated 28 September 1955, depending on whether domestic or international carriage is involved as defined by the Warsaw Convention or the Montreal Convention.

Afriqiyah Airways's liability shall under no circumstances exceed the value of proven damage/loss. Afriqiyah Airways shall be liable for indirect or consequential damage/loss only if Afriqiyah Airways itself has caused such damage/loss by gross negligence or wilful misconduct; the requirements of the Warsaw Convention and the Montreal Convention shall remain unaffected hereby.

If the damage/loss is partially caused by contributory negligence on the part of the injured party, the standards of the applicable law with regard to the exclusion or reduction of the obligation to pay damages in the presence of contributory negligence on the part of the injured party shall apply. This shall also be the case, for example, where baggage is inadequately packed or where prohibited items are placed in checked baggage (Section 6).

Afriqiyah Airways assumes no liability for damage/loss arising from its compliance with governmental regulations or which may arise from the passenger's failure to comply with obligations pursuant to these regulations.

With respect to errors or omissions in timetables or other published schedules, or statements or representations by agents, employees or authorized representatives of Afriqiyah Airways as to the dates or times of departure or arrival or as to the operation of any flight, Afriqiyah Airways shall be liable only in the event of wilful misconduct and gross negligence.

Any exclusion or limitation of liability on the part of Afriqiyah Airways shall apply to and be for the benefit of its agents, servants, employees and representatives and any third party whose aircraft are used by Afriqiyah Airways, including its agents, servants, employees and representatives. The aggregate amount recoverable from Afriqiyah Airways and from the aforementioned third parties may not exceed Afriqiyah Airways's maximum limit of liability.

Unless expressly provided otherwise, none of these Terms and Conditions of Carriage shall waive any exclusion or limitation of liability on the part of Afriqiyah Airways under the Warsaw Convention, the Montreal Convention, or European or national law.

b) Personal injury

Afriqiyah Airways's liability in respect to each passenger for death, wounding or other bodily injury is, with regard to exclusively domestic carriage within the Federal Republic of Germany, subject to the German Air Traffic Act (LuftVG), EC Regulation 2027/97, and these Afriqiyah Airways Terms and Conditions of Carriage; with regard to international carriage as defined by the Warsaw Convention or the Montreal Convention, it is subject to the requirements of the Warsaw Convention or the Montreal Convention, EC Regulation 2027/97 and these Afriqiyah Airways Terms and Conditions of Carriage; with regard to all other carriage, it is subject to applicable law and these Afriqiyah Airways Terms and Conditions of Carriage.

In the event of death, wounding or other bodily injury of a passenger, Afriqiyah Airways will not invoke the limitation of liability pursuant to Article 22 (1) of the Warsaw Convention or similar provisions under national or European air law and will not avail itself of any defence under Article 20 (1) of the Warsaw Convention or similar provisions under national or European law with respect to that portion of such claim which does not exceed 100,000 Special Drawing Rights (SDR) of the International Monetary Fund. For claims for damages exceeding 100,000 SDRs, the defences under Article 21(2) of the Montreal Convention, as well as other defences under European and national law and these Terms and Conditions of Carriage, shall apply.

To the extent that the previous paragraph does not stipulate otherwise, the defences under the Warsaw Convention or the Montreal Convention and applicable European or national law shall apply without restriction.

In the event of accidents causing the death or bodily injury of a passenger, Afriqiyah Airways shall without delay, and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make an advance payment such as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. In the event of death, this advance payment will be not less than the equivalent in euros of 16,000 SDRs per passenger. The advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of Afriqiyah Airways's liability. The advance payment is not repayable, except in cases where Article 20 of the Montreal Convention applies or the passenger has contributed to the damage/loss or where it is subsequently proven that the person who received the advance payment was not the person entitled to compensation, or caused or contributed to the damage/loss by negligence.

If a passenger is carried whose age or mental or physical condition is such that carriage involves any hazard or risk to themselves, Afriqiyah Airways shall not be liable for any personal injury (including death), provided such personal injury is attributable to this condition.

Passengers to whom carriage by air may, for these reasons, pose a risk, are obliged to notify Afriqiyah Airways in advance in order that Afriqiyah Airways can ascertain whether, and under which circumstances, carriage may be performed without endangering such passengers' health. In cases of doubt, the pilot in command is entitled to refuse carriage.

c) Damage to baggage

These limitations of liability do not apply if the damage was caused intentionally or recklessly by Afriqiyah Airways as defined by the Warsaw Convention or the Montreal Convention.

Afriqiyah Airways is not liable for damage caused by items contained in passengers' baggage unless such damage was caused by gross negligence or wilful misconduct on the part of Afriqiyah Airways. Any passenger whose property causes damage to another passenger's baggage or to the property of Afriqiyah Airways, its agents/subcontractors,

or third parties, shall reimburse Afriqiyah Airways for all damage/losses and expenses incurred by Afriqiyah Airways as a result thereof and shall indemnify Afriqiyah Airways against any claims by third parties. Afriqiyah Airways's liability is in any case limited to proven damages. In case of contributory negligence on the part of the passenger, the value of the damage/loss to be reimbursed shall be reduced accordingly.

21. Notice pursuant to Annex to EC Regulation 2027/97 as amended by EC Regulation 889/02

Air carrier liability for passengers and their baggage

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

a) Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For personal injury up to 100,000 SDRs (approximate amount in local currency), the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

b) Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximate amount in local currency).

c) Passenger delays

In case of passenger delay, the air carrier is liable for damage/loss unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximate amount in local currency) (EN Official Journal of the European Communities 30.5.2002 L 140/5). Any liability under the Denied Boarding Regulation shall remain unaffected hereby.

d) Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximate amount in local currency).

e) Destruction, loss or damage to baggage

The air carrier is liable for destruction or loss of, or damage to, baggage up to 1,000 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective or contained prohibited items. With regard to hand baggage the air carrier is only liable in the case of negligence or fault.

f) Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

g) Complaints regarding baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. Passengers whose checked baggage sustained damage must submit a written complaint within seven days; where baggage is delayed, a written complaint is required within 21 days. In both cases, these time limits begin on the date the baggage was placed at the passenger's disposal.

h) Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

i) Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

j) Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

Disclaimer: This is a notice required by **European Community Regulation (EC) No. 889/2002**. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention, and it does not form part of the contract between the carrier(s) and the passenger. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

22. Privacy and data security

Personal data (such as name, address, telephone number and credit card details) are essential for booking. The protection of passengers' personal data is very important to Afriqiyah Airways. Data will be stored electronically and protected in compliance with the German Data Protection Act (BDSG) as well as additional applicable regulations on Internet data protection.

23. Alteration of conditions

No agency, employee or other third party shall be entitled to alter or add to these Terms and Conditions of Carriage or to waive their applicability.

24. Verbal agreements

Verbal agreements must be confirmed in writing.

25. Invalidity of one or more provisions

Personal data (name, address, phone number, credit card details etc.) are essential for booking. The protection of the passengers' personal data is very important to Afriqiyah Airways. Data will be stored via electronic data processing and protected in compliance with the German Data Protection Act as well as additional applicable regulations on internet data protection.

26. Place of jurisdiction

The place of jurisdiction for claims and actions arising from or in connection with the carriage of passengers by Afriqiyah Airways shall be Tripoli, Libya, provided no other exclusive place of jurisdiction is applicable. This clause does not apply within the scope of application of the Warsaw Convention or the Montreal Convention or for persons who are not merchants/traders and whose general place of jurisdiction is in the Federal Republic of Germany.

27. Rail links to the airport

The "Rail & Fly" ("Zug zum Flug") product can be booked in conjunction with a Afriqiyah Airways flight booked by email (info@afriqiyah99.eu)

The Deutsche Bahn (DB) ticket entitles the holder to travel on all of Deutsche Bahn AG's trains (including Inter-City Express (ICE), Inter-City (IC) and EuroCity (EC) trains) and on all of its routes, in the class of travel indicated on the ticket. Use of ICE Sprinter trains is subject to a separate surcharge and requires a seat reservation. The reservation charge for ICE Sprinter services is included in this surcharge.

These tickets are not valid on DB's motorail (Autozug) services, Thalys trains and special trains (Sonderzüge). In DB's night trains (Nachtzüge) and the CityNightLine service, seats, reclining seats and sleeping-car berths can be reserved subject to availability.

The tickets can be used on the day before departure, on the day of departure itself, on the day of return and on the following day.

As delays are always possible when public transport is used, passengers should choose a connection that will get them to the departure airport at least two hours before the scheduled departure time. Passengers are themselves responsible for getting to the airport in good time.

Incorporation of terms and conditions of carriage for passenger trains

Deutsche Bahn AG's terms and conditions of carriage for passenger trains shall apply.

Afriqiyah Airways
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Omar Almokhtar Street
Tripoli
Libya