



## SUNRISE AIRWAYS – GENERAL CONDITIONS OF CARRIAGE

### ARTICLE I – DEFINITIONS

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In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them.

“we”, “our”, “ourselves” and “us” means Sunrise Airways.

“you”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft, having a ticket, including an electronic ticket, valid for the transportation. (See also the definition for passenger).

“agreed stopping places” means those places, except the place of departure and the place of destination, set out in the ticket or shown in our timetables as scheduled stopping places on your route.

“airline designator code” means the two characters or three letters which identify particular air carriers.

“authorized agent” means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

“baggage” means your personal property accompanying you in connection with your trip. Unless otherwise specified or unless the context otherwise requires, it includes both your checked and unchecked baggage.

“baggage check” means those portions of the ticket which relate to the carriage of your checked baggage.

“baggage identification tag” means a document issued solely for identification of checked baggage.

“carrier” means an air carrier other than ourselves, whose airline designator code appears on your ticket or on a conjunction ticket.

“checked baggage” means baggage of which we take custody and for which we have issued a baggage check.

“conditions of contract” means those statements contained in or delivered with your ticket or itinerary/receipt, identified as such and which incorporate these Conditions of Carriage by reference, and notices.

“conjunction ticket” means a ticket issued to you with relation to another ticket which together constitute a single contract of carriage.

“convention” means whichever of the following instruments are applicable:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention)-,

the Warsaw Convention as amended at The Hague on 28 September 1955.,

the Warsaw Convention as amended by Additional Protocol No. I of Montreal (1975):

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975):

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975):



as supplemented by the Guadalajara Convention (1961) where applicable.

“coupon” means both a paper flight coupon and an electronic coupon.

“damage” includes death, wounding, or bodily injury to a passenger's loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental to it performed by us.

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

“electronic coupon” means an electronic flight coupon or other value document held in our database.

“electronic ticket” means the itinerary/receipt issued by us or on our behalf, the electronic coupons and, if applicable, a boarding document.

“flight” means a flight from one point indicated on the ticket to the next.

“flight coupon” means that portion of the ticket that bears the notation good for passage, or in the case of an electronic ticket, the electronic coupon, and indicates the particular places between which you are entitled to be carried.

“itinerary/receipt” means a document or documents we issue to passengers travelling on electronic tickets that contains the passenger name, flight information and notices.

“passenger” means any person, except members of the crew, carried or to be carried in an aircraft, with our consent or with the consent of the carrier. (See also the definition for you, your and yourself).

“passenger coupon” or “passenger receipt” means that portion of the ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

“stopover” means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

“tariff” means the published fares, charges and/or related Conditions of Carriage of an airline filed with the Governments of either Canada or the United States of America.

“ticket” means either the document entitled Passenger Ticket and Baggage Check or the electronic ticket, in each case issued by us or on our behalf, and includes the conditions of contract, notices and coupons.

“unchecked baggage” means any of your baggage other than checked baggage.

## ARTICLE 2 – APPLICABILITY

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### 2.1 General

Subject to Article 2.2, 2.4 and 2.5, these conditions of carriage will apply to all flights or flight segments where our name or airline designator code is indicated in the carrier box of the ticket for that flight or flight segment.

### 2.2 Charter Operations

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the ticket.



### 2.3 Code Shares

On some services we have arrangements with other carriers known as “Code Share”. This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply, we will advise you of the carrier operating the aircraft before your purchase your ticket.

### 2.4 Overriding law

These conditions of carriage are applicable unless they are inconsistent with tariffs or applicable law in which event such tariffs or laws shall prevail. If any provision of these conditions of carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### 2.5 Conditions prevail over regulations

Except as provided in these conditions of carriage, in the event of inconsistency between these conditions of carriage and any of our regulations dealing with specific subjects, these conditions of carriage shall prevail.

## ARTICLE 3 – TICKETS

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### 3.1 Requirement for valid ticket

3.1.1 We will provide carriage only to the passenger named in the ticket and you may be required to produce appropriate identification.

3.1.2 A ticket is not transferable.

3.1.3 When a ticket has been issued by us or by one of our agents on our behalf it is and remains at all times our property.

3.1.4 Except in the case of an electronic ticket, you shall not be entitled to be carried on a flight unless you present a valid ticket containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. In addition, you shall not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by us or our authorized agent. In the case of an electronic ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid electronic ticket has been duly issued in your name.

3.1.5 In case of either loss or mutilation of all or part of a ticket, or non-presentation of a ticket containing the passenger coupon and all unused flight coupons, we will, on your request, if the ticket has been issued by us or by one of our agents on our behalf, replace such ticket or part of it by issuing a new ticket, provided there is evidence, readily ascertainable at the time, that a ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses which are necessarily and reasonably incurred by us or another carrier for misuse of the ticket and which do not result from our own negligence. Where such evidence is not available where you do not sign an agreement, we may require you to pay, up to the full ticket price for a replacement ticket, subject to refund, if and when the issuing carrier is satisfied that the original ticket has not been used before the expiry of its validity. The issuing carrier may levy a reasonable administration charge for this service.

3.1.6 A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

### 3.2 Period of validity



3.2.1 Except as otherwise provided in the ticket, these conditions, or in tariffs (which may limit the validity of a ticket, in which case limitation will be shown on the ticket) a ticket is valid for:

one year from the date of issue or, within one year from the date of first travel provided that first travel occurs within 1 year from date of issue; whichever is longer.

first travel or

(a) one year from the date of issue or

(b) subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the ticket; whichever is longer.

3.2.2 When you are prevented from traveling within the period of validity of the ticket because at the time you request reservations, we are unable to confirm a reservation, either we will extend the validity of such ticket or you may be entitled to a refund from us in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the ticket by reason of illness, we may extend the period of validity of your ticket until either the date when you become fit to travel (according to a medical certificate) or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket, or in the case of an electronic ticket, the electronic coupon, involve one or more stopovers, we may extend the validity of such ticket for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of tickets of other members of your immediate family accompanying you.

3.2.4 In the event of death of a passenger en route, we may modify the tickets of persons accompanying the passenger by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a passenger who has commenced travel, we may likewise modify the validity of the passenger's tickets and those of his or her immediate family who are accompanying the passenger. Any such modification shall be made on receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.

### 3.3 Coupon sequence and use

3.3.1 The ticket will not be honored and will lose its validity if all the coupons are not used in the sequence provided in the ticket.

3.3.2 The ticket you have purchased is valid for transportation from your point of origin, via agreed stop-over and/or transfer points, to the destination as shown on your ticket. The fare you have paid is calculated on the basis of the entire journey shown on the ticket. Should you wish to change your journey you must contact us in advance. The fare for your new journey will be recalculated and you will be given the option of accepting the new price or maintaining your original journey as ticketed. Should you change your journey without our agreement we reserve the right to assess the correct fare for your actual travel and collect from you any difference between the fare you have paid and the fare applicable for your revised journey. We will refund the difference if your new fare is lower.

3.3.3 Please be aware that while some types of changes will not result in a changed fare, others, such as changing your point of origin or reversing the direction you travel, can result in an increase in price. Many special fares are valid only, on the dates and flights shown on the ticket and may not be changeable at all, or only on payment of an additional fee.



3.3.4 Each coupon will be accepted for carriage in the class of service specified on the coupon on the date and flight for which space has been reserved. When coupons are issued without a reservation being specified, space may be reserved, subject to the conditions of the relevant fare and the availability of space on the flight requested.

#### 3.4 Name and address of carrier

Our name may be abbreviated to our airline designator code in the ticket. Our address shall be deemed to be the airport of departure shown opposite the first reference to our designator code in the "carrier" box in the ticket or, in the case of an electronic ticket, as indicated for our first flight set out in the itinerary/receipt.

## ARTICLE 4 – FARES AND CHARGES

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### 4.1 General

Fares apply, only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals.

### 4.2 Applicable fares

Subject to Article 4.3, applicable fares are those in effect on the date of payment in full of the ticket. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

We may increase the fare after you have made payment in full in order to take account of increases in costs, provided that on such a case, you may cancel the ticket and obtain, at your option, a full refund of the funds paid.

### 4.3 Taxes fees and charges

Applicable taxes fees and charges imposed by government or other authority, or by the operator of an airport shall be payable by you. At the time you purchase your ticket, you will be advised of all applicable taxes, fees and charges known to us, and most of these will normally be shown separately on the ticket. However, as the taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance you may be obliged to pay additional taxes, fees, or charges, even after the ticket has been issued. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

### 4.4 Currency

Fares and charges are payable in the currency of the country in which the ticket is issued, unless another currency is indicated by us or our authorized agent at or before the time payment is made for example, because of the non-convertibility of the local currency. We may, at our discretion, accept payment in another currency.

## ARTICLE 5 – RESERVATIONS

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### 5.1 Reservation requirements

5.1.1 Reservations are not confirmed until recorded as accepted by us or by our authorized agent.



5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

#### 5.2 Ticketing time limits

If you have not paid for the ticket within the specified time limit which we or our authorized agent have specified, we may cancel your reservations

#### 5.3 Personal data

You recognize that personal data has been given to us for the purposes of making a reservation, purchasing a ticket, obtaining ancillary services, developing, and providing services, facilitating immigration and entry procedures, and making available such data to government agencies in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, authorized agents, government agencies, other carriers or the providers of the above-mentioned services.

#### 5.4 Seating

We do not provide seat selection or allocation service. We will try to accommodate advance-seating requests; however, we cannot guarantee any particular seat. or

Sunrise Airways offers you to book seats on advance, surcharge applies. Nevertheless, if you report to the boarding gate no less than thirty (30) minutes prior to flight departure and request pre-boarding for good reason we will do our best to assist

We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

#### 5.5 Service charge when space not occupied

Except in the case of travel on nonrefundable fares, a service charge may be payable by you if you fail to use your reservation.

#### 5.6 Reconfirmation of reservations

Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. We will advise you when we require reconfirmation and how and where it should be done, however, you should check the requirements of any other carriers involved in your journey with them. Where it is required, you should reconfirm with the carrier whose code appears for the flight in question on the ticket coupon. Failure to reconfirm may result in cancellation of any onward or return reservations.

#### 5.7 Cancellation of onward reservation

Notwithstanding Article 5.1. If you do not use a reservation, your return or onward reservations may be cancelled.

## ARTICLE 6 – CHECK-IN/BOARDING

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6.1 Preferred check-in times are different at every airport, and we recommend that you inform yourself about these times and honor them. Your journey will be smoother if you allow yourself ample time for check-in. Please note that airlines reserve the right to cancel reservations of passengers who arrive at a check-in desk later than the times indicated. Check-in times can be found in our timetable or may be obtained from us or our authorized agent.



6.2 You must be present at the boarding gate not later than the time specified by us when you check in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

## ARTICLE 7 – REFUSAL AND LIMITATION OF CARRIAGE

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### 7.1 Right to refuse carriage

In the reasonable exercise of our discretion, we may refuse to carry you or your baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable Government laws, regulations or orders,

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

7.1.3 Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property,

7.1.4 You have committed misconduct on a previous flight,

7.1.5 You have refused to submit to a security check.

7.1.6 You have not paid the applicable fare, taxes or charges.

7.1.7 You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your

documentation during flight or refuse to surrender your travel documents to the flight crew against receipt, when so requested.

7.1.8 You present a ticket that has been acquired unlawfully, has been purchased from an entity other than us or our authorized agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the ticket.

7.1.9 You have not used the coupons in sequence, or you present a ticket, which has been issued or altered in any way, other than by us or our authorized agent, or the ticket is mutilated.

7.1.10 you fail to observe our instructions with respect to safety or security,

7.1.11 you have previously committed one of the acts or omissions referred to above.

### 7.2 Special assistance

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, and persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing and been



accepted by us shall not subsequently be refused carriage on the basis of such disability or special requirements.

## ARTICLE 8 – BAGGAGES

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### 8.1 Free baggage allowance

You may carry some baggage free of charge, subject to our conditions and limitations, which are available upon request from us or our authorized agent.

### 8.2 Excess baggage

You will be required to pay a charge for carriage of baggage more than the free baggage allowance. These rates are available from us upon request.

### 8.3 Items unacceptable as baggage

#### 8.3.1 You must not include in your baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. We may at our discretion accept firearms and ammunition for hunting and sporting purposes as checked baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in

8.3.3 We may, at our discretion accept as checked baggage, weapons such as antique firearms, swords, knives and similar items, but they will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in checked baggage money, jewelry, precious metals, computers, electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If despite being prohibited, any items referred to in Articles 8.3.1, 8.3.2 and 8.3.4 are included in your baggage, we shall not be responsible for any loss or damage to such items.

### 8.4 Right to refuse carriage

8.4.1 Subject to Articles 8.3.2 we will refuse to carry as baggage the items describe in Article 8.3, and we may refuse further carriage of any such items on discovery.





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

8.4.3 We may refuse to accept baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.

## 8.5 Right of search

For reasons of safety and security we may request that you permit a search, x-ray or other type of scan be made of your person and baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your baggage contains any item described in Article 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with Articles 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your baggage. In the event an x-ray or other scan causes damages to you or your baggage, we shall not be liable for such damage unless due to our fault or negligence.

## 8.6 Checked baggage

8.6.1 On delivery to us of your baggage which you wish to check or of your baggage which we require you to check prior to boarding we will take custody of, and issue a baggage identification tag for, each piece of your checked baggage.

8.6.2 Checked baggage must have your name or other personal identification affixed to it.

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

## 8.7 Unchecked baggage

8.7.1 We may specify maximum dimensions for baggage which you carry on to the aircraft. If we have not done so, baggage which you carry onto the aircraft must fit under the seat in front of or in an enclosed storage compartment in the cabin of the aircraft. If your baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as checked baggage.

8.7.2 We will, when space permits, allow you to carry a 'laptop' personal computer, over and above your cabin baggage allowance. When space does not permit, we may require the laptop to be assessed as part of your free baggage allowance and carry as checked baggage the laptop and such other items of baggage that otherwise would be carried in the passenger cabin.

8.7.3 Objects not suitable for carriage as checked baggage (such as delicate musical instruments) and which do not meet the requirements in Article 8.8.1, will only be accepted for carriage in the passenger cabin if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

## 8.8 Collection and delivery of checked baggage

8.8.1 You are required to collect your checked baggage as soon as it is made available at your destination or stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your checked baggage not be claimed within three months of the time it is made available, we may dispose of it without any liability to you.



8.8.2 Only the bearer of the baggage check and baggage identification tag is entitled to delivery of the checked baggage.

8.8.3 If a person claiming checked baggage is unable to produce the baggage check and identify the baggage by means of a baggage identification tag, we deliver the baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the baggage.

## 8.9 Animals

If we agree to carry your animals, they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds and other pets are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us which are available on request.

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

8.9.3 Subject to the requirements of clause 8.1 guide dogs accompanying passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 Where carriage is not subject to the liability rules of the Convention, except in the case of our own negligence, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry.

8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents necessary or convenient with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, cost, losses of liabilities reasonably imposed or incurred by us as a result.

## ARTICLE 9 – SCHEDULES, DELAYS and CANCELLATION OF FLIGHTS

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### 9.1 Schedules

We undertake to use our best efforts to carry you and your baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. We may have to change time of flights, often for reasons beyond our control, and consequently times shown in timetables cannot be guaranteed. Please refer to Article 10.2 regarding refunds in such situation.

### 9.2 Cancellation, rerouting, delays, etc.

9.2.1 If we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or stopover destination or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.1.1 carry you on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your ticket; or



9.2.1.2 within a reasonable period re-route you to the destination shown on your ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.1.3 make a refund to you in accordance with the provisions of Article 10.2

9.2.2 Upon the occurrence of any of the matters set out in Article 9.2.1 the remedies outlined in Article 9.2.1 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.3 If we are unable to provide previously confirmed space, we shall provide compensation pursuant to our denied boarding compensation policy.

### 9.3 Substitution of Carrier/Aircraft

We reserve the right to substitute an alternative carrier and/or aircraft.

## ARTICLE 10 – REFUNDS

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### 10.1 General

We will refund a ticket or any unused portion in accordance with the applicable fare rules or tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make refund either to the person named in the ticket or to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment.

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

10.1.3 Except in the case of a lost ticket, refunds will only be made on surrender to us of the ticket and all unused flight coupons.

### 10.2 Involuntary refunds

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or stopover or cause you to miss a connecting flight on which you hold a reservation the amount of the refund shall be:

10.2.1.1 if no portion of the ticket has been used, an amount equal to the fare paid;

10.2.1.2 if a portion of the ticket has been used, the refund will be not less than the difference between the fare paid and the fare for the transportation used.

### 10.3 Voluntary refunds

10.3.1 If you are entitled to a refund of your ticket for reasons other than those set out in Article the amount of the refund shall be:

10.3.1.1 if no portion of the ticket has been used, an amount equal to the fare paid less any reasonable service charges or cancellation fees;



10.3.2 if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any reasonable service charges and cancellation fees

#### 10.4 Refund on lost ticket

10.4.1 If a ticket or portion of it is lost, on our being, provided with satisfactory proof of the loss and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the ticket on condition;

10.4.1.1 that the lost ticket, or portion of it has not been used previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from our own negligence).

10.4.1.2 that the person to whom the refund is made undertakes, in such form as may, be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

#### 10.5 Right to refuse refund

10.5.1 We may refuse a refund where application is made after the expiry of the validity of the ticket.

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

#### 10.6 Currency

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

#### 10.7 By whom ticket refundable

Voluntary refunds will be made only by the carrier which originally issued the ticket or by its agent if so authorized.

## ARTICLE 11 – CONDUCT ABOARD AIRCRAFT

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### 11.1 General

If in our opinion you conduct yourself onboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, or refused any further carriage on the whole of our flight network and may be prosecuted for offences committed on board the aircraft.

### 11.2 Electronic devices

For safety reasons, we may forbid or limit operation onboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players,



electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## ARTICLE 12 – ARRANGEMENTS FOR ADDITIONAL SERVICES

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### 12.1 Provision of additional services

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation of services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as agent for such third party, whose terms and conditions will apply.

### 12.2 Arrangements for additional services

If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## ARTICLE 13 – ADMINISTRATIVE FORMALITIES

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### 13.1 General

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

13.1.1 We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws regulations, orders, demands', requirements, rules or instructions.

### 13.2 Travel documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take it and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

### 13.3 Refusal of entry

If you are denied entry into any country, you must pay to us the cost of any fine or charge assessed against us by the Government concerned and the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### 13.4 Passenger responsible for fines, detention costs, etc.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

### 13.5 Customs inspection



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

#### 13.6 Security inspection

You shall submit to any security checks by Governments, airport officials, carriers or by us.

## ARTICLE 14 -SUCCESSIVE CARRIERS

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Carriage to be performed by us and other carriers under one ticket, or a conjunction ticket is regarded as a single operation for the purposes of the Convention. However your attention is drawn to Article 15.1.2 (b).

## ARTICLE 15 – LIABILITY FOR DAMAGE

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15.1 The liability of Sunrise Airways and each carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

15.1.2 Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply.

15.1.2(a) Any liability we have for damage, will be reduced by any negligence on your part which causes or contributes to the damage in accordance with applicable law.

15.1.2(b) We will be liable only for damage occurring during carriage on flights or flight segments where our airline designator code appears in the carrier box of the ticket for that flight or flight segment. If we issue a ticket or if we check baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to checked baggage you may make a claim against the first or last carrier.

15.1.2(c) We will not be liable for damage to unchecked baggage unless such damage is caused by our negligence.

15.1.2(d) We are not liable for any damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

15.1.2(e) Except in the case of an act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, our liability in the case of damage to checked baggage shall be limited to

(a) For travel governed by the Warsaw Convention, we will reimburse up to US\$9.07 per pound, up to a maximum weight of 66 pounds per checked bag (a maximum of US\$598.62 per checked bag). (b) Baggage covered under the Montreal Convention is reimbursed at the maximum value of 1131 SDR's (approximately US\$1800) per ticketed customer

If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of checked baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.



15.1.2(f) Except where other specific provision is made in these conditions, if we are liable to you we will compensate you for all losses and costs which you can prove you directly incurred as a result in accordance with the applicable law, but we will not in any circumstance be liable for:

- (i) any losses or costs not reasonably foreseeable by us at the time the contract of carriage was concluded;
- (ii) any losses or costs caused otherwise and by our breach of contract or breach of duty, to you;
- (iii) any loss of profits of business losses;
- (iv) any losses which indirectly flowed from the breach of contract or breach of duty to you
- (v) any indirect or consequential loss when you are travelling in the course of or for the purpose of business.

15.1.2(g) We are not liable for any damage caused by your baggage. You shall be responsible for any damage caused by your baggage to other persons or property, including our property.

15.1.2(h) We shall have no liability whatsoever for damage to articles not permitted to be contained in checked baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.1.2(i) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.1.2(j) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorized agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorized agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.1.2(k) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

## SPECIAL AGREEMENT

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Special Agreement applicable to carriage to, from or with an agreed stopping place in the United States of America (see applicable US tariffs).

(A) We shall avail ourselves of the limitation of liability provided in the Convention. However, in accordance with Article 22(1) of the Convention Sunrise Airways and certain other carriers agree that as to all international carriage by such airlines to which the Convention applies and which according to the contract of carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

- (i) the limit of liability for each passenger for death, wounding or other bodily injury shall be the sum of US\$ 75,000 inclusive of legal fees and costs except that, in the case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$ 58,000 exclusive of legal fees and costs,
- (ii) such carriers shall not, with respect of any claim arising out of the death, wounding or other bodily injury of a passenger, avail themselves of any defense under Article 20(1) of the Convention.



Nothing herein shall be deemed to affect the rights and liabilities of such airlines with regard to any claim brought by, or on behalf of, or in respect of, any person who has caused damage which resulted in death, wounding or other bodily injury of a Passenger.

The names of carriers party to the agreement referred to in this paragraph are available at all Ticket Offices of such carriers and may be examined on request. Each of such carriers' has entered into the said agreement solely on its behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other airlines with respect to the portion of the carriage performed by such other carrier or assumed any liability with respect to the portion of the carriage performed by such other carrier.

## ARTICLE 16 – TIME LIMITATION ON CLAIMS AND ACTIONS

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### 16.1 Notice of claims

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

16.1.2 If you wish to file a claim or an action regarding damage to checked baggage, you must notify us as soon as you discover the damage, and at the latest within seven (7) days of receipt of the baggage. If you wish to file a claim or an action regarding delay of checked baggage, you must notify us within twenty-one (21) days from the date the baggage has been placed at your disposal. Every such notification must be made in writing.

### 16.2 Limitation of actions

Any right to damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

## ARTICLE 17 – MODIFICATION AND WAIVER

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These conditions may only be modified in writing by one of our authorized agents or employees.

### ARTICLE 18 -OTHER CONDITIONS

Carriage of you and your baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things:-

- (i) the carriage of unaccompanied minors, pregnant women and sick passengers;
- (ii) restrictions on use of electronic devices and items,-
- (iii) the onboard consumption of alcoholic beverages; and
- (iv) limited liability on claims.

Regulations and conditions concerning these matters are contained in this Manual and other Sunrise Airways sources.





## LIABILITY LIMITATIONS

### ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

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Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed U.S. \$75,000 per passenger and that this liability up to such limit shall not depend on negligence on the part of the Carrier.

For such passengers travelling by a Carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of American, liability of the Carrier for death or personal injury to passengers is limited in most cases to approximately U.S. \$10,000 or US\$20,000.

The names of Carriers parties to such special contracts are available at all ticket office of such Carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the Carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representative.

NOTE: The limit of liability of U.S. \$75,000 above is inclusive of legal fees and costs except that in case of a claim brought in a state where provision is made .

### Notice of incorporated terms

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This notice forms part of the conditions of contract between the airline and the passenger. If there is any inconsistency between the incorporated items described below and the terms and conditions in the passenger's ticket, these incorporated terms govern. Incorporated terms may include, but are not restricted to:

1. Limits on liability for personal injury or death.
2. Limits on liability for baggage, including fragile or perishable goods and availability of excess valuation coverage.
3. Claims restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier.
4. Rights of the air carrier to change terms of the contract.
5. Rules on reconfirmation of reservations, check-in times, and refusal to carry.
6. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.



You can obtain additional information on items 1 through 6 above at any location where the transporting air carrier's tickets are sold. Information on ordering the full text of each air carrier's conditions of carriage is available at any location where the air carrier's tickets are sold and on Sunrise Airways web site [www.sunriseairways.net](http://www.sunriseairways.net).

#### Check-in deadline

Passengers should arrive at the airport to check-in at a minimum of two hours prior to your scheduled time of departure for international flights and one hour for domestic flights.

Check-in closes forty five (40) minutes before departure on international flights and fifteen (15) minutes on domestic flights.

Sunrise Airways reserves the right to cancel the reservations of any passenger who does not check-in at least forty five minutes (40) prior to the scheduled or posted departure time of the flight.

When making bookings, passengers are responsible for allowing adequate time for baggage collection and rechecking if connecting to another carrier. We recommend at least 150 minutes between international connecting flights for travel in a different carrier than Sunrise.

Passengers who have checked-in for a flight and have received a boarding pass must present themselves at the departure gate and be ready to board their flight no later than thirty (30) minutes prior to departure on international flights and ten (10) on domestic flights. Passengers not in the boarding area by this specified time prior to scheduled departure are subject to seat cancellation.

## Fares

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Fares you have purchased a NON-REFUNDABLE.

The itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has no value.

If the fare allows changes, a fee may be assessed for changes and restrictions may apply. Please contact Sunrise Airways associated travel agents or Sunrise Call Center for further information.

Electronic tickets are NOT TRANSFERABLE. Tickets are valid for one year from original date of issue

To change your reservation, please call +509 2811 2222 or +1 305 433 2707 and refer to your ticket number

#### Baggage acceptance

Baggage is defined as clothing and items for personal care needed for travel.

Sunrise Airways does not impose carry-on bag (approved cabin baggage) fees however, restrictions do apply. To view carry-on baggage restrictions for Sunrise Airways please refer to the Baggage section of Sunrise Airways website.

Free baggage allowance on all Sunrise flights is 23 kg (51 lbs.); the maximum overall size per piece will be 62 inches (157 cm). The maximum weight for one piece of baggage is restricted to 32 kg (70 lbs.). Any piece of baggage exceeding this limit or not considered as for personal care has to be repacked or has to be sent as cargo.

Charges apply for excess baggage transport, as well as oversized baggage, sporting equipment.



Please contact Sunrise Airways associated travel agents or Sunrise Call Center for further information, information can be found on Sunrise Airways web site [www.sunriseairways.net](http://www.sunriseairways.net)

## Advice to passengers on limitation of liability

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Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of the Warsaw Convention or the Montreal Convention as appropriate may be applicable to the entire journey, including any portion entirely within the country of origin or destination.

For passengers traveling by a Carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the Carrier for death or personal injury to passengers is limited in most cases to approximately US\$10,000 or US\$20,000. The names of Carriers party to such special contracts are available at all ticket offices of Carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by limitation of the Carrier's liability under the Conventions or such special contract of carriage. For further information please consult your airline or insurance company representative.

*Note: The limit of liability of US\$75,000 or SDR113100 (approximately US\$166838) above is not inclusive of legal fees and costs except that in the case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.*