

‘APPROVED’	‘AGREED’
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General Director of Limited liability company Wizz Air Ukraine Airlines Akos Bus	Head of Air Carriage and Licensing Administration of Air Carriage and Airports Department of State Aviation Service of Ukraine Shevchuk I. O.

**General Conditions of Carriage for Passengers and Baggage
for limited liability company Wizz Air Ukraine Airlines**

I. General Conditions

1. These Conditions have been developed in accordance with the Rules of Air Carriage of Passengers and Baggage, approved by the Decree of the Ministry of Infrastructure of Ukraine № 735 dated 30.11.2012, registered in the Ministry of Justice of Ukraine under number 2219/22531 dated 28.12.2012 and the Air Code of Ukraine. In the aspects of Air Carriage of Passengers and Baggage, not covered by these General Conditions, LLC "Wizz Air Ukraine Airline" is subject to the provisions of the Air Code of Ukraine and the Rules approved by the Decree of the Ministry of Infrastructure № 735. In the event of any dispute concerning the interpretation of the provisions of these General Terms, the text of the Rules, approved by the Decree of the Ministry of Infrastructure № 735 and of the provisions of the Air Code of Ukraine shall prevail.

2. These General conditions were developed taking into the account the provisions of the Montreal Convention 1999 and General Conditions of Carriage for Passenger and Baggage established by the International Air Transport Association (IATA).

3. Aviation security during air carriage of passengers and baggage is ensured according to the Law of Ukraine "On the State Program of Aviation Safety of Civil Aviation" and other regulatory legislative acts, developed on the basis of the mentioned Program.

4. The purpose of these General Conditions is to establish the general conditions for air carriage of passengers and baggage by Wizz Air Ukraine Airlines LLC, which ensure due level of flight safety and quality of service, as well as principles and responsibility of Wizz Air Ukraine Airlines LLC during air carriage of passengers and baggage, including services pertaining to this carriage.

II. Terms and definitions used in these General Conditions

Air Carrier (Carrier): limited liability company Wizz Air Ukraine Airlines, which is an economic agent providing services in carrying passengers and baggage by air transport on the basis of a license and air operator certificate issued by State Aviation Service of Ukraine.

Operating air carrier: an air carrier that operates or intends to operate a flight under a contract with the passenger or on the instructions of another person, legal or natural, having a contract with that passenger, carries or undertakes to carry the passenger and/or their baggage according to the ticket, and also undertakes to provide all other services, connected with such carriage, regardless of whether this legal or natural person is an actual carrier a carrier by contract. The term 'air carrier' includes agents, employees, representatives and subcontractors of the air carrier, unless specified otherwise by these Conditions.

Automatic reservation system: system which provides the reflection of information on the schedule of flights, availability of places and tariffs of air carriers and with the help of which the booking of air transportation services (hereinafter referred to as ARS/GRS) as well as technical-software complex, which ensures interconnection of processes of creation, processing, sending, receiving, keeping usage and nullification of the documents for carriage.

Handling agent: a subject of airport activities empowered by the Carrier to perform operations on ground handling of passengers and baggage.

Baggage: items, belongings and other personal property of the passenger which are carried by the aircraft.

Baggage Identification Tag: a document issued by the Carrier for identification of checked baggage.

Baggage Claim Tag: a portion of the ticket evidencing the acceptance of the Baggage for carriage.

Booking (or reservation): a prior reservation of a seat on the aircraft for a specified flight and date for carrying a passenger or a prior reservation of the volume and tonnage on the aircraft for a specified flight and date for carrying baggage.

Website: wizzair.com

Exceptional conditions: conditions under which carriage of passengers and baggage do not fall within ordinary operations and operating procedure for civil aircrafts, including conditions under which carriage of peace-keeping force, carriage for disaster or accident management etc. are performed.

Group carriage: carriage of a group of persons who have a common travel purpose. The minimum number of people in the group is 25. Passengers who belong to one family and have a common travel purpose are covered by the rules of group carriage, irrespective of the number of such passengers.

Governmental authorities: any services, inspectorates, agencies, institutions and any subdivisions thereof of any State, which exercise control over the compliance by the Passengers with customs, currency, border, sanitary, veterinary, quarantine and other regulations in the Places of Departure and Places of Destination pursuant to the provisions of the acting legislation and Applicable Law.

Days: calendar days, including all seven days of the week, holidays and non-working days. For the purposes of determining the validity term of carriage documents, acts and other documents, as well as carriage completion terms, time limits for the submission of claims, this shall be with effect from midnight (00 hours) of the day following the day when the event took place or action was carried out; the remaining time of this

day is not taken into the account. If the expiry of the aforementioned term is a holiday or a weekend, the expiry term day is the first working day that follows the former.

Deportees: persons who arrived to a country legally or illegally, and were instructed to leave the country by the resolution of governmental authorities, whether escorted or not escorted.

Aircraft charter (freight) agreement: an agreement whereby one party (the freighter) undertakes to provide the other party (the charterer), subject to payment, with all or a part of the capacity in one or several aircraft for one or several flights for carrying passengers, baggage.

E-Ticket: an electronic document that includes the Itinerary (itinerary receipt) issued by the air carrier or on behalf of the air carrier, electronic coupons and, if applicable, a document for landing.

E-coupon: a portion of the e-ticket, which is used for carriage by a certain flight, or another substituting document, which is maintained in the automated reservation system database of the Carrier.

Checked Baggage: passenger's baggage which the Carrier accepts for custody and undertakes to carry and deliver in time, and for which the Carrier has registered a baggage claim tag and issued a baggage identification tag.

Person Concerned: A persons authorised to represent the Passenger and/or perform the Passenger payment in accordance with the procedure set forth by the law.

Applicable Law: laws, decrees and orders, as well as other regulatory and legislative acts governing the air transportation of passengers and baggage of any country, from, into and through the territory of which the passengers and baggage are carried.

Mutilated Ticket: a ticket the condition of which, through the Passenger's fault, does not allow identification or legibility of the information that it contains.

Combined carriage: carriage made using various kinds of transport under one carriage document including air transport.

Stopover: temporary interruption of carriage, which was agreed to in advance by the Carrier and the passenger, at any point except for the place of departure and the place of destination.

Interline agreement: agreement on mutual acceptance of carriage documentation and performance of appropriate mutual settlements.

Call Centre: a service provided to the Passenger by telephone. The telephone number of the Call Centre is specified on the Carrier's Website.

Ticket: the document entitled "Passenger Ticket and Baggage Claim Tag" including the e-ticket, issued by the Carrier (their agent), which contains conditions of the carriage contract and notices, along with flight and passenger coupons. All tickets issued by the Carrier are E-tickets.

Carrier code: numeric or numeric and alpha designator of the Carrier, provided by IATA according to the established procedure, which is used for identification of the Air Carrier and reads as WU.

Commercial agreements: any agreements between carriers, except for agency agreement, concerning provision of joint services thereby, associated with air transportation of passengers and baggage.

Recourse recovery: recovery of expenses at the cost of the third party.

User: a person who uses air transport or intends to use it.

Great-circle distance method: a method according to which the distance between two points on the surface of the globe along the arc of the great circle, the plane of which passes through the centre of the Earth, is measured as the shortest distance.

Place of Departure: the place specified in the ticket as the starting point for the carriage of the passenger and their baggage.

Place of Destination: the place specified in the ticket in which the carriage of the passenger and their baggage is complete.

The Montreal Convention: Convention for the Unification of Certain Rules for International Carriage adopted on 28.05.1999 in the city of Montreal. Used during international air carriage.

Unaccompanied Baggage: baggage accepted for carriage separately from the passenger and recorded under the bill of lading.

Circumstance of insuperable force: circumstances which result in long delay or cancellation of one or more flights even the relevant air carrier took all the reasonable measures in order to prevent the delays or cancellations. In particular, the circumstances of insuperable force include without limitation military actions, mass disorders, diversions, embargo, fires, floods or the other Acts of God, explosions, actions or inactions of the state authorities, strikes, technical obstacles appeared as a result of faults and failures, defects of the systems of electrical power supply, communication, utilities, equipment, software.

Required Documents: Passenger's documents required for carriage, specifically a testimonial issued by the country of their nationality, if such form of documents is provided, a passport, visas, health and vaccination certificates, travel permissions for minors etc., which are required by the legislation and regulations of the countries taking part in carriage, border crossings, transit and/or sojourn in a particular country. Document which identifies the Passenger's identity is: for the citizens of Ukraine – passport of the citizen of Ukraine (for travelling abroad and returning to Ukraine – an international passport of the citizen of Ukraine), child passport, diplomatic passport of Ukraine, service passport of Ukraine, seafarer identity card, crew member identity card, for foreigner and stateless person – passport document confirming the citizenship of the foreigner and stateless person or identifies the stateless person issued by the authorized body of the foreign

country or statutory UN organization which provides the right to travel abroad and is recognized by Ukraine, permanent residence permit, temporary residence permit.

Inspection: procedure run by the officials of the appropriate governmental and other authorities and services for the purpose of ensuring flight safety, preventing the carriage of explosive substances and other dangerous items, complying with the quarantine, fitosanitary and other control, etc.

On-line Check-in of Passengers: Passenger's flight check-in, which is performed by the Passenger himself through Internet, according to the procedure and rules contained herein and on the Carrier's Web-site.

Principal and permanent place of residence: one recorded and permanent residence of the passenger at the time of the event. The nationality of the passenger is not a governing factor for identifying their permanent place of residence.

Check-in Deadline: the time, upon expiry of which the passengers who failed to check in or board the plane, are not accepted for carriage by the relevant flight.

Passenger: natural person (other than crew members and additional experts onboard the aircraft, employees of the aircraft operator, authorised representative of the appropriate national regulating body) who is carried by an aircraft upon Carrier's consent according to the contract for carriage.

Passenger with reduced mobility (PRM) or a disabled person: a passenger whose mobility when using transport is reduced due to any physical (sensory or locomotor, permanent or temporary) or intellectual disability, or any other cause, or age, and whose condition requires appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers.

Confirmed Reservation: reservation that was made in the automated reservation system and confirmed by the Carrier after the payment of the Total Fare by the passenger through sending Itinerary to the Passenger.

Total Fare: the price that includes the Tariff, airport and other Charges, as well as Fees for Other Services, and is calculated according to the rates located on the Carrier's Website.

Air carriage: the carriage of passengers, baggage, cargo or mail, performed by an aircraft on the basis of the corresponding air carriage contract. Carriage can be international and domestic. International carriage is the one in which the place of departure and place of destination, whether or not there be a break in the carriage or a transshipment, are situated either on the territory of two separate countries, or on the territory of one country, if an agreed stopping place is envisaged within the territory of another country. Domestic carriage refers to transportation of passengers and/or baggage by aircrafts between places located on the territory of Ukraine.

Flight coupon: a part of passenger ticket or in the case of electronic ticket – and electronic coupon where the relevant places of departure and destination between which the coupon is valid for carriage of passenger and baggage are specified.

Privacy Policy: regulations located on the Carrier's Website that regulate the processing of personal data provided by the Passengers, persons concerned or other persons of the Carrier.

Potentially dangerous passengers: the category of passengers who are enforced to carry out the flight (escorted, deported), in particular those accompanied by the authorised representatives of the appropriate bodies.

Carrier's Regulations: regulations, instructions and technologies established by the Carrier, which are used during carriage of passengers and/or baggage, stipulated in these General conditions or on the Carrier's Website, including the General conditions for carriage of passengers and baggage, rules for usage of tariffs, standards and guidelines and instructions on the servicing of passengers and baggage, procedure for consideration of claims and reclamations.

Claim: the request of the Passenger or Person Concerned made in writing about the compensation for damage (losses) arising as a result of domestic or international air carriage.

Regular carriage (regular flight): air carriage during which all the seats for the carriage of passengers, baggage and mail are available for general paid use, namely, transportation is performed in accordance with the approved timetable or at specified time intervals between the same destinations with the frequency that indicates the regularity of the flights, regardless of the commercial loading.

Overbooked flight: a flight for which the number of passengers who have a confirmed reservation and arrived for check-in prior to check-in deadline exceeds the number of available seats aboard.

Reasonable measures: adequate measures taken by the Carrier in order to prevent or reduce damage (loss) of the passenger.

Reasonable time: the period of time, the reasonable duration of which is two hours - concerning all the flights with the range of up to 1500 km; three hours – for all the flights with the range of 1500 to 3500 km; or four hours - for all the other flights.

Printed Itinerary (Itinerary): a document issued to the Passenger following full payment of the Total Fare for air carriage, and is the integral part of the electronic ticket which contains the Passenger's name and flight details, such as the Place of Departure, the Place of Destination and the agreed stopping place if any, departure and arrival times; and sets out references to the conditions of the Contract of air carriage, notices and other important information.

Hand Baggage (Unchecked Baggage): the baggage of the passenger, which upon the consent of the Carrier is kept for the duration of carriage in the aircraft cabin in the custody of the passenger and is certified with a special tag.

Special Drawing Right (hereinafter referred to as SDR): payment monetary unit, which is used by the International Monetary Fund (hereinafter referred to as IMF) and defined as a basket of currencies, the contents of which is periodically reviewed by the IMF so that it reflects the relative value of currencies in world trade and financial systems.

Special conditions: conditions for carriage of passengers and baggage arising from non-conformity of these General conditions to the regulations of another country, or if the regulations of another country establish a lower level concerning carriage conditions than the one established by these General conditions, or if another country requires its regulations to be adhered to and this places in jeopardy the implementation of the carriage contract.

Agent providing agency services in selling air carriage (sales agent): commercial entity undertaking activities in selling air carriage by order of the air Carrier or general agent on the basis of the appropriate agreement.

Tariff: the amount established by the Carrier for carriage of a passenger or unit of mass, or amount of baggage on the appropriate route.

Tariff regulations: tariffs established and published by the Carrier in automated reservation systems and rules for their use.

Charter air carriage: irregular air carriage, performed on the basis of charter agreement, under which the air carrier provides the charterer or charterers, subject to payment, with a specified number of seats or entire capacity of the aircraft for one or several flights for carriage of passengers, baggage, cargo or mail, as indicated by the charterer.

Other terms used in these General Conditions are used in the meaning specified in the Air Code of Ukraine.

III. Applicability

Chapter 1. General conditions of carriage

1. These General Conditions apply to any international or domestic carriage of passengers or baggage undertaken by the aircraft of the Carrier for a fee or hire, as well as gratuitous carriage by air transport performed by the Carrier.

2. All kinds of carriage of passengers and baggage, mentioned in Clause 1 of Chapter 1 of Section III of these General Conditions, are the subject to Carrier's regulations and Carrier's tariffs, valid as of the date when the e-ticket was issued, and if it is impossible to identify this date – as of the starting date of the carriage. During carriage of passengers and baggage applicable are the regulations, Tariffs and Charges effective as of the date of ticket issuance.

3. These General Conditions apply to the passenger travelling by flight (flights) according to the ticket. The determination of the Airlines as a carrier for such a flight proves the existence of the contract of carriage on such a flight between the carrier and the passenger, which is mentioned in the ticket.

4. These General Conditions, and also tariff regulations of the Carrier with the amendments cannot be applied to the contract of carriage for passengers and baggage without notice to the Passenger after the date of issue of the ticket, unless it may be required under applicable laws, for example, in terms of safety.

5. The Carrier is entitled to carry passengers and baggage, with regard to which it is impossible to ensure compliance with these General conditions, only under special conditions, envisaged by chapter 2 of this section.

6. These General Conditions are not applicable to carriage of passengers and baggage performed under exceptional circumstances which do not fall within ordinary operations and organisation procedures for carriage of passengers and baggage.

Chapter 2. Special conditions of carriage

1. If the Carrier proved, and the appropriate governmental authority recognised that the provisions of these General Conditions are practically impossible to implement and that the regulations for carriage of passengers and baggage established by these General Conditions can be ensured using alternative means, the mentioned authority can approve a single operation or a planned series of several operations on carrying passengers and baggage under special conditions.

The overall level of quality and safety during such carriage shall be at least equivalent to the one that would have been provided during compliance with all requirements established by these General Conditions.

2. Carrier's regulations on application of special tariffs and carriage of certain categories of passengers and baggage are also special conditions of carriage.

IV. Quality assurance for carriage of passengers and baggage

1. These General Conditions are a component of the Carrier programs on quality assurance during air carriage of passengers and baggage.

2. New rules, standards, norms, technical conditions, technologies, instructions, manuals concerning air carriage of passengers and cargo are in compliance with the quality programs.

V. Ticket

Chapter 1. Carriage contract

1. The passenger ticket and baggage claim tag certify the conclusion of the carriage contract and reflect its conditions. Unavailability, incorrect formalisation or loss of the ticket and the baggage claim tag do not influence the validity of the carriage contract.

2. The ticket entitles the passenger to travel by the appropriate flight (flights) and binds the Carrier to undertake the appropriate carriage of the passenger and his baggage, and also provide other services, connected with carriage, according to the carriage contract, apart from cases specified in clause 4 of this Chapter.

3. The conditions of the carriage contract appended to the ticket shall not contradict the Montreal or the Warsaw Convention, depending on which of these conventions is applicable, and these General Conditions.

4. A person shall not be entitled to travel by the flight, whereas the Carrier or the person authorised by the Carrier, has a right to declare the ticket invalid, if:

the person presents ticket amended not by the Carrier or their authorised sales agent;

it is established that the ticket was purchased by a forged/stolen or invalid payment card (credit card);

the tariff was incorrectly applied not through the Carrier's fault;

the person cannot confirm that the electronic ticket was duly provided to them;

the ticket contains incorrect data about the passengers (name, age, gender) not through the Carrier's fault.

5. The tickets deemed invalid through the Carrier's fault shall be re-issued if the passenger requires carriage. The tickets deemed invalid due to the reason not depending on the Carrier are not re-issued. On all occasions the Carrier or the person representing their interests draws up a statement, a copy of which is given to the passenger.

6. The person detected onboard the aircraft without a ticket or with a ticket deemed invalid by the Carrier is to be disembarked from the plane.

7. An appropriate statement is drawn up about detection of passengers without tickets onboard and notice is given to the subdivision of governmental regulation authorities in the aviation sphere, the competence of which covers control over ensuring aviation safety.

8. The passenger shall retain the boarding card and other carriage documents till the end of carriage, and if a claim arises - till the time when it is settled. The boarding card and other carriage documents that were issued to the passengers shall be presented upon request of the officials of the Carrier (airport, handling agent etc.).

Chapter 2. Prohibition of ticket transfer

1. The ticket may be used only for carriage of the person whose first and last name is indicated in the ticket.

2. In order to ensure compliance with requirements of Clause 1 of this chapter, the Carrier is entitled to demand from the passenger to identify themselves.

Chapter 3. Ticket validity period

1. Ticket validity period includes:

total ticket validity period;

validity period for carriage.

2. Total ticket validity period entitles the passenger to use the ticket for all the operations stipulated by these General Conditions, including for obtainment of place for the specified flight and date, return of cost of carriage not used partially or in full and other settlements which are established by these General Conditions or the other Carrier's regulations.

3. Total ticket validity period covers the period of time from the issue of ticket and to the ending of term stipulated by the Carrier's tariffs usage regulations for the obtainment of funds for the ticket not used.

4. All tickets issued by the Carrier are tickets with guaranteed departure date and entitle to carry the passenger and their baggage from the starting airport indicated in it to the destination airport only on the day and by the flight indicated in the ticket. The passenger can change the departure date, places of destination and departure only for an additional fee on conditions envisaged by these General Conditions. All Carrier's flights are direct flights between places of departure and destination. The Carrier does not operate connecting and transfer flights.

Chapter 4. Extension of ticket validity period

1. Ticket validity period, regardless of the type of applied tariff, is extended if the Carrier:

cannot provide a seat for the flight, for which the passenger has a confirmed reservation;

cannot provide a seat for the flight, for which the passenger has a confirmed reservation;

will not operate the flight within reasonable terms after the flight departure time indicated in the ticket;

and also in the case of illness of the passenger or their family member travelling with them on the aircraft if the appropriate certificate from health care institution is presented.

2. If after commencing the journey the passenger cannot continue it within the ticket validity period due to an illness or other circumstances, the Carrier may extend the validity period of such ticket by the time when the passenger can resume the journey or till the first flight of the Carrier on which a seat is available, after the date and from the place where the journey was interrupted. The fact of illness or other circumstances shall be confirmed by the appropriate certificate from the health care institution. In this case the Carrier may also extend the validity term of the tickets for persons accompanying such passenger.

3. In the case of death of a wife (husband) or family member of the Passenger who did not commence the journey or in the case of death of a Passenger on the route the validity of ticket can be extended for the persons accompanying such passenger. Validity extension for such ticket is done after application and death

certificate is received from such Passenger or from persons who accompany the Passenger, for the period within 45 days after the death of the Passenger, his wife (husband), or other family members.

In application of these General Conditions, the family members of a natural person are their parents and parents of their spouse, their spouse, children of both this natural person and their spouse, including their adopted children, guardians, grandmother, grandfather, full brothers, sisters, grandchildren and other dependants recognised by law.

Chapter 5. Service class

1. The Carrier provides the passenger with economy-class service.
2. The passenger is accepted for carriage for the date and the appropriate flight, for which the passenger has a confirmed reservation.

Chapter 6. Abbreviations

1. The Carrier's name, apart from their full name, may also be mentioned in the ticket by the Carrier's code WU.
2. The Carrier (their sales or handling agent) shall inform the passenger during reservation (check-in) about the full name of the Carrier, which is mentioned in the ticket as a code.

VI. Total Fare, Tariffs and Fees

1. The Total Fare shall consist of the Tariff, Charges and Fees for Other Services.
2. The applicable Tariff means tariffs established and published by the Carrier or on behalf of the Carrier (or if not published, then calculated according to tariff regulations of the Carrier) for the flight or flights from the place of departure to the place of destination, indicated in the ticket, valid for the day of payment for the ticket. All Carrier's Tariffs envisage common regulations for their application that establish the validity period of the ticket, conditions of tariff application and refund for the part of carriage that was not used etc. which are specified in Section V of General Conditions of Carriage. Tariffs usage regulations are approved by the head of the Carrier and posted on the Web-site www.wizzair.com and are available for passengers to review.

3. The Tariff does not include transport services between airport terminals and between airports and city terminals, airport and other Charges, Fees for Other Services and commissions chargeable by payment card processing systems, banks and Sales Agents.

4. Airport Charges (taxes) for provision of services to passengers during their servicing in the airport are established and approved according to the current legislation and shall be published in the form accessible to the users. Airport Charges (taxes) are not included in the tariff, and jointly with the tariff they make up the total fare.

5. Carrier charges fees for other services related to reservation of the ticket and carriage of the passenger, mentioned on the website of the Carrier. The Carrier does not collect other charges of the Carrier (rates), apart from the above-mentioned Fees for Other Services.

6. Airport Charges (taxes), Fees for Other Services, established for using any services or equipment, can be included in the Total Fare during reservation or paid separately with provision of the document confirming that these services were paid for.

7. Settlements on the territory of Ukraine for air carriage services are made according to the current legislation of Ukraine. The currency exchange rate is established according to the current legislation of Ukraine

8. Terms and conditions for presentation of the tickets for the return of the amounts paid:

According to the fare rules of the Carrier, the Passenger will not have the right for a refund of the amounts paid for partially or fully unused carriage, except as set out in Chapter 2-4 of Section XVII, and Section XX of the General Conditions.

VII. Payment of the Total Fare

1. Total Fare is determined and paid in the currency of the Place of Departure, if the Carrier does not specify a different currency at the time or by the time when the payment is made (for instance, because the local currency was not converted). If payment is made on the territory of Ukraine, the currency for payment is hryvnia. The invoice is issued in the currency in which payment is made.

2. The Total Fare is paid via the Website or the Call Centre or the Sales Agent.

3. In some exceptional cases the Passenger will be required to pay the Charges separately, as some airports require the charges to be paid directly at the airport. The Passenger will be informed about such cases during booking.

4. If as a result of a miscalculation of Charges or Fees for Other Services their amount is less than required, the Passenger or the Person Concerned shall pay the respective difference between the amount of such Charges or Fees for Other Services. If the Passenger fails to pay such difference at the request of the Carrier (Sales Agent), the Carrier is entitled to cancel the Confirmed Reservation of the Passenger and/or refuse carriage.

5. If the Passenger paid an amount exceeding the Total Fare, the Passenger may use this amount as payment for other flights or other services of the Carrier or request return of such overpaid amounts.
6. The Passenger is liable for payment of the Total Fare even if it was paid by the Person Concerned. The card used for payment and/or the reservation details may be considered by the Carrier exclusively at his own discretion to indicate a high risk of fraud. In this case the Carrier is entitled to contact the Passenger or the Person Concerned by the telephone numbers provided during reservation for confirmation of reservation and payment details. If it is not possible to contact the Passenger (Person Concerned) by these numbers, or if the Passenger (Person Concerned) does not confirm the payment or reservation details, the Carrier reserves the right to cancel the reservation and refund the Total Fare.
7. On Passenger's request, the Carrier provides invoices and other accounting documents confirming the payment of the Total Fare. Such invoices and other accounting documents are issued solely to the name and address specified during reservation. If the invoices and other accounting documents are lost due to reasons not depending on the Carrier, the Passenger can obtain a copy of the invoice and other accounting documents, whereas the Carrier reserves the right to charge a fee from the Passenger for issuance of an additional copy.
8. When the reservation is made through the Website, the Passenger or Person Concerned pays the Total Fare by a card suitable for internet payments or by bank transfer. Information about fees for payment processing during reservation can be found on the Website and from the Call Centre.
9. When the reservation is made via the Call Centre, the Passenger shall provide their bank card details to the Call Centre employee who arranges the payment to be made or to pay on their own by bank transfer in accordance with clause 10 of this Section. Information about fees for payment processing during reservation can be found on the Website and from the Call Centre.
10. Some countries accept payment in the form of bank transfer. Payment via bank transfer is permitted only in the country which is the Place of Departure. Detailed information about bank transfers is available on the Website or can be given by the Call Centre.
11. When a reservation is made through the Sales Agent, the Passenger pays the Total Fare in cash according to the invoice issued by the Sales Agent and also undertakes to pay the commission fee of the Agent. The Sales Agent is responsible for the transfer of the Total Fare of the air carriage to the accounts of the Carrier. The Sales Agent shall be liable to the Passenger for inappropriate transfers of the Total Fare of the air carriage to the accounts of the Carrier.

VIII. Reservation for carriage of passengers and baggage

Chapter 1. Reservation requirements

1. Reservation of a seat on the aircraft and traffic capacity for carriage of excess baggage for the specified flight and date is an essential condition for carrying a passenger and baggage by air transport.

2. Reservation is made using the Carrier's ARS/GRS. Seats and tonnage can be reserved with the help of landline and mobile communications via the Website, Call Centre of the Carrier or the Sales Agent, specialised self-service machines etc. When the reservation is made it is reflected in the Carrier's reservation system.

3. During reservation the Carrier does not provide the Passenger with a specific seat aboard the aircraft. The Passenger agrees to any seat that will be provided to them aboard the aircraft. However, for an additional fee the Passenger can purchase priority boarding and extra legroom seats.

4. The Carrier or their sales agent will inform the passenger (their representative) about the terms for payment and issuance of the ticket, as well as about changes in the schedule.

5. Until the passenger (their representative) pays the total fare, the reservations is considered preliminary and if necessary can be cancelled with a notice given to the passenger. A reservation is confirmed only after the Passenger pays the Total Fare that was determined during reservation.

6. If the Total Fare is not paid by the passenger (their representative) within the term assigned by the Carrier (their agent), the reservation is cancelled without giving a notice to the passenger.

7. After the Passenger or the Person Concerned pays the Total Fare, the Itinerary is given to the Passenger. The Passenger prints out the Itinerary in case reservation is done through Internet, or Itinerary is given to the Passenger by the Sales Agent who did the reservation. If the Passenger made reservation via Call Center he will be issued a reservation code while Itinerary will be transferred to him by fax, e-mail or ordinary mail in accordance with these General Conditions.

8. The Passenger shall provide the Carrier with correct and truthful information in accordance with Chapter 2 of this Section. The Passenger is liable for the correctness of provided information and for ensuring the accurateness of the provided email address and undertakes to check it regularly. The passenger is responsible for the correctness of given telephone numbers, country, city and town codes (even if the reservation for the Passenger was made by the Person Concerned) and ensuring that the Passenger can be reached with regard to reservation matters by at least one of the telephone numbers at all times.

9. If a mistake is made during reservation and such mistake is not attributable to the Carrier or Call Center staff, the Passenger has a right to contact the Call Centre asking to make the appropriate changes to the reservation. The Carrier is entitled to charge an extra fee for this service.

Chapter 2. Passenger's personal data

1. During reservation the passenger gives the Carrier or their agent the required information about their personal data (last name, first name, patronymic) and special conditions of carriage. Besides, during reservation the passenger shall give the Carrier or their agent reliable information about their telephone number, permanent and temporary residence address, email address and other possible spare contact for timely notification and informing of the passenger, any other data that can be required by the Carrier in accordance with the current legislation and Applicable Law. If there is no due contact with the passenger,

responsibility for consequences of untimely notification and informing of the passenger about changes in carriage is placed on the passenger.

2. If the passenger refuses to give the information required for the reservation, then the reservation is not made.

3. Within limits established by the current legislation of Ukraine and that of the country of destination, the person that sells air travel (the Carrier, the sales agent) shall keep confidentiality of the passenger's personal data. In this case the passenger empowers the Carrier to store their personal data and provide these to the governmental authorities at the latter's request or to the Carrier's employees, agents, other Carriers, providers of additional services for the purpose of making or amending reservations, getting additional services, arrangement of the baggage search system and system for fraud prevention/detection with regard to travel documents, help with information about entry/departure on the route. The passenger can learn about the Privacy Policy on the Website of the Carrier or by contacting the Call Centre.

4. Due to the fact that Carrier views each flight segment as a separate flight, the Carrier does not require Passenger to make recurrent confirmation of the return flight.

5. Introduction to reservation only of contact details of sales agent instead of the passenger's contact data is forbidden.

Chapter 3. Change of confirmed reservation.

1. The Carrier may change a Confirmed Reservation only in the cases mentioned below.

2. If the Passenger wishes to change the flight departure time or the route specified in the Printed Itinerary, the Passenger may make changes via the Website or the Call Centre up to 3 (three) hours before the scheduled time of departure.

3. The Passenger shall be required to pay for the cost of such change and the difference between the initial and the new Tariff (including all new Charges or Fees for Other Services).

4. If the Passenger wishes to change the name of the Passenger, the Passenger shall notify the Call Centre about it not later than 3 (three) hours before the scheduled time of departure. The Passenger will be required to pay for such change. Name change is permitted only if this change affects all carriage sectors specified in the Printed Itinerary.

5. The fee for changing a Confirmed Reservation is available on the Website or through the Call Centre.

6. The Passenger cannot cancel a Confirmed Reservation and acquire a right to compensation, except for cases specified in these General Conditions (in particular, clause 3 Chapter 4 Section V, Chapters 2-4 Section

XVII) and in Applicable Laws. The Passenger is entitled to a refund of the amount of unused Airport Charges (taxes).

IX. Passenger service

Chapter 1. Passenger service in the airport

1. The carrier or service agent provides passengers at the airport with visual and/or acoustic information on:

time of departure and arrival of the aircraft;

place, time for start and close of check-in for the flight;

flight delays or cancellations and reasons for flight delays and cancellations;

means and itineraries of passage between airport terminals or transportation between airports and from the airport to the city;

rules and order of pre-flight and post-flight inspection of passengers and baggage;

general rules for passengers' compliance with requirements connected with border, customs, immigration, quarantine, veterinary, phytosanitary and other kinds of control, according to Applicable Law;

location of the room for mothers with children, the post of law-enforcement authorities, the helpdesk, the first-aid post, the toilet etc.;

places for baggage collection and actions of the passengers if the baggage is delayed, damaged, destroyed.

2. All announcements made in the airports shall be made in the Ukrainian language. In international airports announcements are additionally made in English and/or in the language of the country, from/to which the flight is made.

3. In the airport the handling agent ensures:

check-in of the passengers and formalisation of baggage for carriage;

ground transportation of passengers, their baggage to the aircraft parking apron and arranges embarkation of the passengers into the aircraft and loading of their baggage;

arrangement of the passengers' disembarkation from the aircraft and unloading of baggage, their ground transportation to the appropriate airport arrival terminal and baggage delivery.

4. The check-in term (opening, closing) is established by the Carrier as specified in clause 1 of chapter XI of these General Conditions.

5. The time for passenger embarkation into the aircraft is communicated by the Carrier to the passengers during flight check-in, but this time ends 10 minutes before the flight departure specified in the ticket.

6. Open and close time for check-in and time when boarding is over are separately specified in the Itinerary or another document provided to the passenger when the ticket is sold. Also, the time of boarding is specified in the boarding card given to the Passenger at the time for check-in.

Chapter 2. Passenger service aboard the aircraft

1. The Carrier, at their own discretion, establishes the standards and scope of services granted to the Passengers. The Carrier may at any time and at their own discretion change such standards and scope of services.

2. The Carrier aboard the aircraft shall ensure:

equipping of the aircraft passenger compartment with technical means and passengers security systems; maintaining of the relevant temperature in the compartment, individual usage means for passengers (individual lighting, fan, table for meal, restraint system, oxygen and smoke control masks, etc.);

maintaining of the appropriate sanitary condition of the aircraft compartment;

serviceability and completeness of equipment, inventory and means for servicing of passengers;

availability of places for passengers with children and places with possibility to install the cradles for infants;

possibility for placement of patients on handbarrow and handicapped persons;

provision of services which provide comfort and correspond to the flight duration.

help for passengers during entering and leaving of the aircraft (finding of place, placement of hand baggage, etc.)

that the passenger is informed about flight conditions and general rules of conduct for the passenger aboard the aircraft, location of main and emergency exits, conditions for leaving the aircraft in emergencies, as well as about the location of personal protective equipment and inflatable escape chutes in the aircraft cabin;

provision of passengers with periodicals;

provision of drinks and catering for an additional fee, except for the free provision of refreshments under Clause 3 of this Chapter;

first-aid pre-hospital care, in order to provide the first-aid pre-hospital care the Carrier shall have on the board of aircraft the first-aid kits in such quantity;

the number of passenger seats from 100 to 199 – 2 units;

availability of the carriages for movement of handicapped passengers on the board of aircraft;

3. Provision of cold drinks is a compulsory gratuitous service. For each hour of the flight, the minimum norm for provision of free cold drinks is 100 ml and without catering - 150 ml per hour of flight. In the period from April 15th to October 14th inclusive the norm for provision of cold drinks is increased to 150 ml.

4. On the flights of the Carrier catering is not included into the Total Fare. During the flight the Carrier or third parties offer drinks and snacks for sale.

5. The Carrier may grant the passenger additional services for increased comfort during the flight. The list of additional services for increased comfort, the procedure of their provision and payment are established by the Carrier. The Carrier informs the passengers about additional services of the Carrier Website.

6. If the Carrier makes arrangements with the third parties about provision to the Passenger of other services, apart from air carriage, or if the Carrier issues a ticket or voucher for transportation of services of the third party, apart from air carriage services, such services being for example hotel booking or car rental, the Carrier acts only as an agent; in this case applicable are conditions established by the third party that provides services. The Carrier disclaims responsibility for such services.

Chapter 3: Requirements to the quality of services which are provided for passengers on the aircraft board

1. Rendering of services on the provision of passengers with catering is performed with strict observance of the terms for food products realization.

2. Basic diet (hot dish if it is provided by the Carriers regulations) is offered for passengers in 1-1.5 hours after the aircraft departure.

3. Music programs designed for filling of intervals between the texts of mandatory information and creation of pleasant music background in the compartments of aircrafts. Broadcasting of music programs is stopped in night time, except for the usage of individual hearing system, in 15-20 minutes after having meal (when the passengers are having rest) and upon the passengers' request (when they feel bad and due to the other reasons).

4. Carrier can provide additional paid services in relation with the reservation and performance of air carriage. Such services include without limitation priority boarding, extra legroom seat provision, etc. List of such services may vary from time to time. Full list of services offered by the Carrier from time to time may be found on the Website or received from the Call Centre or Sales Agent.

Chapter 4. Safety requirements on the aircraft board

1. The aircraft shall be equipped with necessary set of emergency and rescue equipment and emergency evacuation means for passengers in the emergency situation.

2. It is forbidden to take on the aircraft board the containers, inventory and equipment for which no sockets, racks or special fixtures are not provided.
3. Maximum number of persons on the aircraft board shall not exceed the number of chair and seats equipped with safety belts.
4. Before departure, landing and in special cases the passengers shall fasten the safety belts and stewards shall control the fastened position and tension of belts for every passengers. Children of two and downwards which are carried without provision of separate place are located on the knees of adult passenger who shall keep them tightly with hands.
5. During every flight the stewards shall:
 - timely and correctly inform the passengers on the places of emergency equipment location and rules for its usage;
 - familiarize the passengers with the safety manual;
 - thoroughly examine all the passenger premises of the aircraft in order to detect the strange things;
 - during the acceptance and locating of passengers in the aircraft strictly observe the requirements to centering, not allow for placement of large things on the baggage shelves and placement of any things in passages, near entrance doors and emergency exits;
 - during flying through the turbulence zone require from the passengers to stay in their chairs with the safety belts fastened;
 - in the emergency situations keep temper, be confident in their actions and themselves; actions of stewards shall be accurate, voice shall be calm and words shall be convincing;
 - before entering of passengers into aircraft and leaving of it check the correctness of the airstairs installation;
 - before departure and landing of aircraft check the correctness of installation and reliability of fixation of equipment and inventory;
 - not allow the passengers to walk along the compartment during ascending and descending of the aircraft.
6. Cradles for infants shall be installed not earlier than 10-15 minutes after departure and removed not later than 20 minutes before the aircraft landing.
7. The Carrier shall ensure the safety in compartment, proper and reliable placement of hand luggage, baggage, removable equipment, soft inventory and means of servicing.

X. Carriage of specific categories of passengers

Chapter 1. Carriage of persons with reduced mobility or disabled people.

1. The passenger shall on their own, before making the journey, on the basis of their health condition decide if they are able to use air transport.

2. The Carrier shall not be liable for deterioration of health condition of the passenger or other consequences that may occur to the passenger during embarkation into the aircraft, performance of the flight or after the completion of air and ground transportation within the airport as a result of passenger's age, their mental or physical condition.

3. The passenger whose physical condition arouses concern of the Carrier (the infirm, the sick on stretchers etc.) are accepted for air carriage on condition that they present an appropriate certificate of the health care institution confirming their fitness to travel by air transport, and in individual cases also confirming that their disease does not threaten the surrounding people.

4. The Carrier does not undertake Carriage of the infirm passengers on stretchers. Passengers with reduced mobility or disabled people who for medical reasons require additional oxygen throughout the duration of the carriage are not accepted for carriage. Infirm passengers are accepted for air carriage only under condition that they are accompanied by persons who take care of them and travel with a separate ticket.

5. An inquiry about assistance required during transportation of the sick person shall be forwarded to the Carrier:

not later than 48 hours before the flight departure. The Carrier will reply not later than in 24 hours and will inform the sales agent, who made the booking and inquired about the provision of appropriate servicing, as well as departure, destination and transit airports. If an event which resulted in the loss of mobility occurred less than 24 hours before departure issue on the possibility of carriage is solved promptly under the phone numbers of the Carrier's Call Centre which are placed on the Carrier's web-site.

6. Blind and deaf passengers accompanied by the guide dog are allocated seats where there is ample space for the dog, near the emergency exit. The guide dog is transported free of charge in a muzzle and on a lead. During carriage of a Passenger with a guide dog the Carrier is entitled to request presentation of a document confirming the necessity of the Passenger being accompanied by such dog.

7. Passengers with reduced mobility are seated near the emergency exit and in such a way that they do not impede quick evacuation of passengers from the aircraft. The Carrier ensures provision of help for such passengers in the movement to lavatory, if necessary.

8. If the disabled person or person with reduced mobility is receiving help from the person escorting him then such person upon his request shall be allowed to provide the required help in the airport and during entering and leaving of the aircraft. The Carrier ensures (if possible) the provision of seat for such person near a disabled person or person with reduced mobility.

9. The Carrier ensures transporting of up to two means of transportation per disabled person or person with reduced mobility, including electrical wheelchairs without liquid-type batteries (upon condition of pre-term warning 48 hours before and taking into account the possible limitations of space on the aircraft board and according to the law on dangerous cargos), and the availability of wheelchairs to move passengers with disabilities at the airport.

10. A maximum of 28 (twenty-eight) Passengers with reduced physical abilities, including a maximum of 10 (ten) Passengers who require carriage by a specialised wheelchair or a lift up and down to the ramp and lift up and down to the aircraft cabin, can be carried by Carrier flights.

Chapter 2. Carriage of infants, children and pregnant women

1. In terms of air transport, infants (INF) are those under the age of 2 and children (CHD) are those aged from 2 to 12.

2. Infants under the age of 2 are carried without provision of a separate seat, whereas children aged from 2 to 12 are given a separate seat.

3. Children aged under 14 shall be carried by Carrier's flights only if they are accompanied by adults. Children under the age of 14 must be accompanied by a person at least 16 years old.

4. One person above the age of 16 is allowed to accompany a maximum of 10 (ten) persons under the age of 14. In some countries the regulations regarding the travel of minors may differ from the above, in which case those regulations will be applicable. If the Passenger does not comply with appropriate rules, the Carrier shall not be liable for damage incurred in connection with non-compliance with such requirements of the current legislation.

5. The age of the child or infant is established as of the date when carriage starts from the departure airport specified in the carriage document.

6. Every adult passenger is entitled to carry only one infant without a separate seat provision. Moreover, one adult passenger is allowed to carry not more than two infants, one without a separate seat provision and the other on a separate seat, with such carriage paid for according to the rules established by the Carrier for carrying children aged from 2 to 12. An infant for whom a separate seat was paid for shall be carried in a children's car seat certified for use on air transport. If the passenger does not have such a car seat and does not comply with the mentioned conditions the Carrier is entitled to refuse carriage of the infant on a separate seat.

7. Pregnant women after the 35th week of pregnancy, and in case of multiple foetus after 32nd week, are prohibited to travel by Carrier's aircrafts. The Carrier is not liable for health problems of pregnant women after the 35th week of pregnancy and/or their unborn children that may occur during or as a result of carriage by air. The Carrier insistently recommends pregnant women after the 28th week of pregnancy to

consult a doctor about their fitness to travel by air. The Carrier may request that they are provided with a medical certificate in the order envisaged by clause 3 of Chapter 1 of Section X of these General Conditions.

Chapter 3. Carriage of deportees and passengers who are not allowed into the country

1. The Carrier is not liable for refusal of governmental authorities to allow a passenger to enter the country. In such case the Carrier does not refund to the Passenger the cost of air carriage, losses or expenses of the Passenger incurred in connection with such refusal.

2. The Passenger shall, at the request of the Carrier or governmental authorities, return to the place of departure or other place in connection with refusal of the country of destination to accept such passenger, regardless of whether this country is the place of destination or transit, and to pay the appropriate cost of return travel.

3. The Carrier may use for payment of such carriage any funds paid by the passenger to the Carrier earlier for carriage that was not performed, which were left in the Carrier's disposal, or from any other funds of the passenger that are in the disposal of the Carrier.

4. If the Passenger had to pay or deposit any amount or issue a financial guarantee in connection with the Passenger's non-compliance with requirements of the current legislation or Applicable Law or with unavailability of the required documents, or with presentation of forged documents or documents containing untruthful information, the Passenger shall, at the request of the Carrier, refund to the latter the paid or deposited amount and expenses incurred in connection thereof.

5. The cost of the ticket for transportation of civil/criminal deportees is paid by the governmental authorities of the country that made the decision about deportation of such persons to the country to which deportation is made.

6. The Carrier is entitled to refuse carriage of civil or criminal deportees in accordance with Clauses 1-2 Section XII hereof, if there are no documents required for carriage or there are grounds to believe that deportees can constitute a threat to the safety of life and health of other passengers or damage the safety of the flight.

7. Potentially dangerous passengers, especially those who travel involuntarily, are not accepted for carriage in accordance with the Carrier's decision.

8. The Carrier accepts civil deportees for direct air carriage only on the condition that:

the appropriate governmental body performing deportation (departure) not later than in 24 hours before the flight is made informed and gave the Carrier sufficient information about the deportees (flight number, the number of deportees, reasons for deportation, whether there are among deportees those against whom criminal proceedings were initiated, whether there are contagious patients and mentally infirm and the list of officials accompanying these deportees);

all required documents are available for these persons to be accepted for carriage.

9. The Carrier is entitled to limit the number of such persons per one separate flight. Due to the rule that deported persons who are members of one family shall be carried by the same flight, it is allowed to transport more deported persons than established by the limitations.

10. Deported persons are embarked before other passengers, they are disembarked after other passengers.

11. Dangerous criminals under arrest (convoyed) are not accepted for carriage by the Carrier's flights. .

XI. Passengers check-in and baggage handling

1. Passengers check-in and baggage handling for flights in the airport starts, as a rule, 2 hours and closes 40 minutes before flight departure time according to the schedule in the airport of the Place of Departure. During the check-in of passengers and handling of baggage the automatic departure control systems (DCS) are used for check in case they are available at the airport.

2. In order to comply with formalities connected with the departure procedure, the passenger shall arrive to the Carrier's check-in counter and gate with required travel documents not later than 40 minutes before scheduled time of departure. If due to any reason the passenger does not arrive in time to the check-in counter or the boarding gate or shows up without required travel documents or does not complete check-in procedures by the check-in deadline, the Carrier is entitled to cancel the booking and is under no obligation to delay the flight. The Carrier is not liable to the Passenger for damage and losses in connection with Passenger's non-compliance with the requirements of this clause.

3. During check-in the Passenger shall present Required Documents and say the reservation code. If the Passenger fails to do so, the Carrier can refuse to carry the Passenger. In this case refusal from flight is deemed voluntary. Also, for the avoidance of misunderstandings, the passenger is advised to possess and present upon request the Printed Itinerary with the reservation code indicated in it.

4. The Carrier is entitled to check documents and if duly formalised entry (transit) visas or required travel documents are unavailable the Carrier is entitled to refuse the person from the flight. In this case refusal from flight is deemed voluntary.

5. During check-in the passenger is given a boarding pass which indicates their last and first names, IATA or ICAO code of the Carrier, flight number, date and time of departure, closing time for boarding the aircraft, number of the boarding gate.

6. Regardless of means with which passengers embark into the aircraft (transportation by bus, passenger boarding bridge etc.) and location of the parking apron of the aircraft, the deadline for passengers boarding the aircraft completes 10 minutes before scheduled flight departure time. If a passenger is late for boarding into the aircraft, the Carrier is entitled not to accept such a passenger for boarding and is under no obligation to delay the flight. If a passenger is late or does not show up for embarkation into the aircraft,

the passenger is considered to have refused from the flight, except the cases when it happened due to the Carrier's fault or ground servicing entity.

7. During check-in and baggage handling the passenger shall present for weighing all baggage intended for carriage, apart from items mentioned in Clause 1 of Chapter 2 of section XIII of these General Conditions.

8. The Carrier or the handling agent shall indicate in the electronic format the number and weight of baggage accepted for carriage and issue a slip of the baggage identification tag for checked baggage.

9. To indicate special conditions of carriage for checked baggage, a special warning baggage tag without number is attached additionally to the baggage identification tag. A special tag without number is attached to the items that will stay for the duration of the flight along with the passenger in the aircraft cabin and that are allowed for carriage in accordance with section XIII of these General Conditions.

10. After check-in and baggage handling the responsibility for completeness of checked baggage is placed on the Carrier.

11. Carriage of baggage that exceeds the free baggage allowance established by the Carrier is charged according to the Tariff established by the Carrier on the Website. A fee for carriage of such baggage is formalised as a receipt about payment for excess baggage or as a miscellaneous charges order.

12. Online check-in service is available on certain routes. Rules and conditions of on-line check in can be obtained from the Web-site, Call-Center and from the check-in agent. Passenger can check in online from 7 days up to 3 hours before the Scheduled flight departure time on the Website. Due to the particularities of the immigration and passport control on certain routes, passengers, who checked in online may be required to appear at the check-in counter in order for their immigration documents to be checked by the representatives of the Airline. Airline may refuse the passengers from travel who did not pass the above-mentioned check of immigration documents. Detailed information on the particularities of the immigration and passport control for the passengers who checked in on-line can be found on the Website. The carrier has the right to charge additional fee from the passenger for check-in at the airport of departure in cases if for such point of departure the Carrier offers free on-line registration services.

XII. Refusal to carry passengers and baggage to ensure flight safety

1. The Carrier is entitled to refuse carriage on any stage of carriage, to cancel a reservation or remove a person from the board of the aircraft, if this action is necessary:

in connection with the necessity to comply with current laws of the country of departure, destination or transit;

to meet requirements of governmental authorities of Ukraine (Security Service of Ukraine, Ministry of Internal Affairs of Ukraine), border, customs, quarantine, veterinary, phytosanitary bodies etc.

2. The Carrier is entitled to refuse carriage on any stage of carriage, to cancel a reservation or remove a person from the board of the aircraft, relying on their own reasonable decisions, if:

the conduct, age, psychical or mental condition of the person gives grounds to believe that the passenger requires special assistance from the Carrier that was not ordered or which the Carrier cannot provide under certain circumstances, cause discomfort to other passengers, cause any risk to themselves or other passengers or property of passengers and the Carrier;

the passenger did not follow the directions of the Carrier, connected with ensuring flight safety, quality and comfort of passenger carriage, creates discomfort for carriage of other passengers which is the reason for the Carrier being unable to discharge obligations to passengers that are aboard the aircraft;

the passenger behaves in such a way which gives rise to doubts about ensuring flight safety during carriage, specifically they demonstrate aggressive behaviour using threats to other passengers, Carrier's employees and aircraft crew;

the passenger refused to undergo inspection by security service employees of the Carrier, airport or appropriate governmental authorities;

the passenger can be or is a hazard to other passengers (baggage, cargo) or the aircraft;

the passenger did not pay the appropriate Tariff or Charges payable;

the passenger did not present for inspection the required travel documents;

the passenger is attempting to enter a country without a valid entry document;

the passenger during the flight damaged Required Documents other identification documents;

passenger has previously committed any of the acts or violations here and there are indications that such conduct may be repeated;

a person who travels, cannot identify himself as the person named on the ticket (in this case, the carrier is entitled to declare void a ticket and cancel the ticket and refuse to return its cost);

the ticket, presented by the Passenger is not valid for carriage (in this case the Carrier is entitled to declare such ticket invalid, withdraw this ticket and refuse to recover its cost);

the ticket presented by the passenger is purchased not from the Carrier or its authorized Agent (in this case the Carrier is entitled to declare such ticket invalid, withdraw this ticket and refuse to recover its cost);

the crew has reasonable grounds to believe that the passenger is intoxicated.

if the Passenger did not notify the Carrier about their special needs or the intention to carry special Baggage or items of baggage with regard to which special conditions are applied.

In all cases of ticket withdrawal the Carrier draws up an appropriate statement, the original of which is given to the passenger, whereas the copy is retained by the Carrier.

If the passenger got refusal as for further transportation because of the reasons set out in paragraph 2 of this section the Carrier shall notify the passenger in written or oral form that he cannot at any time after the date of such notice carry such passenger on his flights.

3. The passenger who was refused carriage or further carriage due to reasons specified in clause 1 of this section has a right for the refund of the amounts that they paid according to Clauses 1 and 2 of Chapter 2 of section XIX of these General Conditions.

4. The passenger who was refused carriage or further carriage due to reasons specified in clause 2 of this section does not have a right for the refund of the amounts that they paid, with the exception of unused airport changes (taxes), according to clause 3 of Chapter 2 of Section XIX of these General Conditions.

5. In the case of proven unreasonable delay of passenger connected with the passing of control in order to ensure the civil aviation safety the Carrier will ensure his departure by its next flight if the free places are available. If the passenger refused from the flight due to delay of such control the Carrier upon the passenger's request compensates the cost of ticket or its non-used part.

XIII. Baggage

Chapter 1. Baggage requirements

1. The baggage of the passenger is accepted for carriage during their check-in in the airport of departure, or in another check-in location.

2. Passenger's belongings, depending on their size, weight and peculiarities can be transported as checked baggage or unchecked baggage (hand baggage).

3. The passenger is entitled to carry up to 6 pieces of checked-in baggage if the weight of each piece does not exceed 23 kg. The sum of three dimensions of the separate article of baggage (length, width, height) shall not exceed 158 cm. The first piece of checked-in baggage is carried free of charge. Each subsequent piece of checked-in baggage is subject to a baggage fee, payable per bag, per flight and per passenger. The second and third pieces can be purchased online via the Website, the subsequent 3 at the airport. If purchased at the airport, additional pieces of checked-in baggage will be subject to a higher baggage fee; the amount of baggage fee will depend on whether it is purchased during check-in for the flight or the Carrier is forced to send the baggage for check-in at the boarding gate after it is discovered that it does not fit into the standard dimensions of carry-on luggage. Infant under the age of 2 is entitled to carry one piece of checked in luggage weighting under 10 kg (22 lb) size of which according to the sum of three dimensions does not exceed 115 cm (45 inches). Older children are entitled to the same baggage allowance as adult passengers.

4. The Carrier takes measures for carriage of checked-in baggage at the same aircraft by which the passenger is carried and especially if according to the applicable law the passenger shall be present during

the conduction of customs procedures concerning the baggage. In case of carrying of checked-in baggage on the other aircraft the Carrier takes measures in order to deliver the baggage for passenger to the place of destination as quick as possible or upon the agreement with passenger compensate the transport expenses of the passenger connected with the obtainment of baggage, in accordance with these General Conditions.

5. After the Carrier accepts baggage for carriage, this baggage goes into Carrier custody which is confirmed by issuance to the passenger of the slip of the baggage identification tag and baggage claim tag with indication of the number and weight of pieces accepted for carriage. Passenger's access to checked-in baggage is prohibited from the moment when baggage goes into Carrier custody till it is delivered, except for cases when it is identified or additionally inspected by the authorised services.

Chapter 2. Free baggage allowance

1. The Passenger is entitled to carry free of charge on top of the free baggage allowance, as specified in the Clause 3, Chapter 1 Section XIII hereof, the items that they keep for themselves and did not put into baggage (unchecked baggage or hand baggage), in particular: a bag with maximum dimensions 55x40x20 centimetres, a paper folder, a coat, a jacket, an umbrella or a walking stick, printed reading material for the flight, food for the child required during the flight, a portable crib for children (if there is an infant aged under 1 year), foldable baby carriage, a folded wheelchair and/or crutches. The total weight of items, except for the wheelchair, shall not exceed 10 kg.

2. Free baggage allowance does not cover:

passengers' belongings, regardless of their name, the size of which does not correspond to that indicated in clause 1 of this chapter;

passengers' belongings not placed in suitcases, bags, boxes, regardless of their name and purpose with one piece exceeding the weight of 23 kg;

TV sets, tape recorders, radio receivers with one piece exceeding the weight of 10 kg;

flowers, plant seedlings, edible greens, dried plants, branches of trees and bushes with their total weight exceeding 5 kg;

correspondence escorted by government couriers;

3. The passenger may declare the special value of the luggage before it is accepted for carriage. Value of the checked-in baggage is declared separately for every article of baggage. In such case, the Carrier shall be liable for such baggage up to the limits of such declared value. Carrier can charge the passenger additional fee for carriage of baggage with declared value.

4. In order to confirm the payment for carriage of baggage with the declared value the Carrier or authorized sales agent issues the order of various collections or receipt on payment of excessive baggage where the places between which the passenger declared the carriage with the declared value.

Chapter 3. Carriage of group baggage

1. Passengers travelling in a group, upon their wish, have a right, whereas the Carrier is bound to apply to these passengers the sum of free baggage allowances. The free baggage allowance for groups is also applied to passengers who are members of one family.

2. Aggregation relates only to free baggage allowances. Baggage shall be handled separately for each passenger. Group baggage can be formalised in the name of one person who was empowered by all passengers and is included into the group of these passengers. However, the carriage documents of each passenger shall indicate the number of pieces and weight of their baggage.

Chapter 4. Requirements to baggage packing

1. Every piece of baggage shall have good packing that would ensure its safety during carriage and processing and would make it impossible to damage passengers, crew members, third persons, aircraft, baggage of other passengers or other property, and would also eliminate the possibility of free/accidental access to the baggage contents of unauthorised persons.

Baggage that does not comply with provisions of this clause is not accepted for carriage.

Good and proper condition of package is decided by the Carrier.

2. Baggage that has external damage that does not influence its integrity during carriage and processing and cannot harm passengers, crew members, third persons, the aircraft, baggage of other passengers or other property can be accepted for carriage as checked baggage upon consent of the Passenger. In this case the presence and type of damage to baggage shall be indicated in the baggage claim tag (baggage identification tag) by the Carrier or their handling agent and shall be confirmed by the passenger.

3. The Carrier is entitled to request from the passenger to wrap baggage in additional package.

Chapter 5. Limits for acceptance of items for carriage as baggage

1. Items that should not be included into baggage (these must not be included into Checked Baggage or Hand Baggage):

goods, items, liquids and other substances that can pose a substantial risk to passengers' health, flight safety or property of the Carrier or other passengers during carriage, in particular explosive and compressed gases, materials causing corrosion, oxidisers, radioactive materials, magnets, highly inflammable materials,

poisonous, harmful or irritating substances, as well as any items and substances specified in ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air, Doc 9284-AN/905, and Regulations for the Safe Transport of Dangerous Goods issued by International Air Transport Association (IATA) as those prohibited for transportation by passenger aircraft;

goods and items, carriage of which is prohibited by current laws of any country, from, into or through the territory of which the flight will be performed;

goods not suitable for carriage by their nature, weight, size, shape or smell;

live animals and birds, except for cases envisaged in Chapter 2 of Section XIV of these General Conditions.

firearms, ammunition and explosives including weapons for hunting or sports purposes as defined by the Applicable Law of any country of departure or destination;

item or substance that looks like firearms, ammunition or explosives, cutting or piercing items

condensed gas (except for carbon dioxide used for moving artificial limbs, containers with gas used for self-inflating lifejackets; oxygen and air bottles in quantities set forth by International Air Transport Association IATA);

briefcases and attached cases with built-in alarm devices, lithium batteries or pyrotechnical materials;

items not suitable for carriage because of their weight, size or other characteristics;

human remains;

2. Checked baggage must not contain: frail and fragile items, items that are breakable or perishable, money, keys, valuables, electronic equipment, photographic and video equipment, items from precious metals and silver, technical documentation, travel documents, business documents, securities, valuables, medications, medical documentation, works of art and fine arts, passports and other identification documents and samples, perishables, works of art and fine arts.

3. If Checked Baggage contains any item specified in clauses 1-2 of this Chapter 5, the Carrier is not liable for their loss, destruction, delay of and damage to such items.

4. The passenger is entitled to include into checked baggage their household items, alcoholic drinks, non-radioactive items for medical purposes, toiletries and essentials, including containers with aerosols for medical purposes and other items and substances permitted for carriage in limited amounts according to Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO, Doc 9284-AN/905) and in the amount permitted by the appropriate control authorities.

Chapter 6. Right to refuse to accept baggage for carriage

1. The Carrier is entitled to refuse to accept baggage as checked one if it is not properly packed into suitcases with locks or other appropriate containers that ensure safe transportation of baggage and its handling using conventional means for baggage handling.

2. The Carrier is entitled to refuse carriage and further carriage as baggage of items specified in Clauses 1 and 2 of Chapter 5 of Section XIII of these General Conditions after the former reaches the conclusion, on the basis of appropriate documents, that such baggage contains any prohibited materials or items. The Carrier is under no obligation to take under their control and incur a liability for goods or items which they refused to accept for carriage as baggage.

Chapter 7. Right of inspection

1. In order to ensure flight safety and tracking of items set forth in clause 1 of Chapter 5 of Section XIII of these General Conditions, the Carrier is entitled to request that the passenger undergoes personal security inspection undertaken by services of the Carrier, airport, and to give baggage for examination, and is also entitled to inspect or arrange inspection of baggage in the passenger's absence. If the passenger does not want to comply with this request, the Carrier may refuse carriage of such passenger (baggage).

2. The Carrier is not responsible for damage caused to the passenger or his or her baggage during X-ray or other scanning of items forbidden for carriage, except for cases of Carrier's negligence.

Chapter 8. Excess baggage

1. Excess baggage, oversized baggage and baggage weighing more than 23 kg (per piece) is accepted for carriage only upon the Carrier's consent and if the aircraft has vacant capacity for carriage, and also on condition that the passenger pays for carriage of such baggage, except for cases when carriage of such baggage has been agreed with the Carrier in advance and paid for.

2. Carriage of baggage over the maximum free baggage allowance, established by the Carrier, shall be paid for by the passenger. Passenger can obtain all necessary information about the fee charged for transportation of baggage in excess of free baggage allowance, from the Website or Call Centre.

Chapter 9. Payment for carriage of baggage in excess of the free allowance

1. Carriage of baggage in the quantity that exceeds the free allowance shall be paid for by the passenger according to the Tariff for payment for excess baggage which was established by the Carrier and is effective as of the day when the claim tag was formalised and as of the flight departure date according to the ticket. Such payment can be made in advance upon consent of the Carrier – during formalisation of the ticket or at the airport before check-in.

2. If in the place of departure the passenger presented for carriage less baggage than the quantity that was paid for in advance, the difference between the payment of the prepaid and actual weight of baggage is refunded to the passenger.

If in the place of departure the passenger presented for carriage more baggage than the one that was paid for in advance, such baggage is accepted for carriage after an appropriate additional payment.

3. If the aircraft is overloaded or if there is no vacant tonnage, the Carrier, having informed the passenger about it, is entitled to send the baggage by their next flight or by the flight of another Carrier. The Carrier at their own discretion identifies baggage to be carried by the next flight.

4. The Carrier is entitled to refuse carriage of baggage due to passenger's failure to pay the Tariffs and Charges established by the Carrier.

Chapter 10. Unaccompanied baggage

1. The Carrier does not carry unaccompanied baggage by its flights.

Chapter 11. Hand baggage

1. Accepted as hand baggage are items specified in clause 1 of chapter 2 of section XIII that allow to place them safely in the aircraft cabin in overhead lockers or under the seat. It is prohibited to place hand baggage and items allowed for carriage in all aisles of the aircraft cabin.

2. Items that do not comply with the requirements established by the Carrier to size and weight of hand baggage or those prohibited for carriage in the passenger cabin of the aircraft are deemed and will be handled as checked baggage.

3. Hand baggage must not contain cutting and piercing objects: knives, scissors, needles, knitting needles and other sharp and cutting objects. It is also prohibited to bring to the aircraft in hand baggage any liquids, suspensions, creams, pastes with the volume in excess of 100 ml (grams) in one container (tube). The total volume of mentioned substances in hand baggage, packed in containers up to 100 ml (grams), shall not exceed 1 litre (kg) per passenger.

4. Hand baggage throughout the carriage is in the custody and under the responsibility of the passenger.

Chapter 12. Baggage handling, delivery and collection

1. The responsibility for collection of their Baggage at the Place of Destination is placed on the Passenger.

2. Baggage not collected by the Passenger is transferred for storage to appropriate airport services. The storage period of such baggage is 60 days, whereas the Carrier is entitled to charge the Passenger a fee for baggage storage. Upon expiry of this period baggage is sold according to the established procedure or destroyed.

3. The holder of the baggage claim tag (baggage identification tag) is entitled to collect baggage. The Carrier is under no obligation to establish and check the right of the holder of baggage claim tag and baggage identification tag for baggage collection. The Carrier is not liable for loss resulting from or connected with refusal from such check.

4. In cases of shortage and loss of, damage to, delay in carriage of baggage, and in cases when baggage is issued without presentation of a baggage claim tag (baggage identification tag), immediately after the fault is detected and before the passenger leaves the restricted area of the airport, a Property Irregularity Report (PIR) is completed, which is signed by the Carrier representative (Handling Agent) and the Passenger.

XIV. Carriage of certain baggage categories

Chapter 1. Carriage of baggage in the aircraft cabin

1. Upon consent of the Carrier, baggage (items) of the Passenger that require special preventive steps during transportation or special handling conditions may be carried in the aircraft cabin (in particular, frail and fragile items and items that are breakable or perishable, photo- and movie cameras, TV, radio and video equipment, device samples, musical instruments, electronic and optical devices, materials of unpleasant nature, specialized wheelchairs operating on sealed batteries, skis, snowboards, equipment for tennis, diving or surfing, fishing equipment and/or clothes, hunting and sporting trophies, bicycles, poles; other specific items).

2. Items mentioned in the previous clause, which the passenger believes not suitable for carriage in the cargo hold of the aircraft, are accepted for carriage in the passenger cabin only upon preliminary agreement with the Carrier, which is to be done via the Call Centre even if the reservation is made through the Website or the Sales Agent. For carriage of special Baggage, the Passenger shall pay a special fee for its packing. Detailed information about the fee amount for such service can be found on the Carrier Website, via the Call Centre or the Sales Agent.

If the Passenger did not notify the Carrier about carriage of special Baggage according to the procedure envisaged by this section, the Carrier may refuse the Passenger to carry such Baggage and/or shall not be liable for its loss, damage, delay etc.

3. The weight of one non-standard baggage piece carried in the aircraft cabin shall not exceed 80 kg, whereas its size shall enable placement of baggage on a separate passenger seat or seats. Packing of baggage carried in the aircraft cabin shall ensure its due fastening on the passenger seat or seats and comply with sanitary standards.

4. Delivery to the aircraft of baggage to be carried in the aircraft cabin, its loading, placement in the aircraft cabin, unloading and transportation within airport terminals is performed under passenger's responsibility and on the latter's preliminary order and with these facilities paid for to the appropriate airport services.

5. The Carrier is entitled to refuse carriage of any item which the Carrier reasonably believes unsuitable for carriage due to its size, shape, weight, contents, nature, packing or due to security reasons and in order to ensure the comfort of other Passengers. The Carrier is not liable for items which it refused to accept for carriage as baggage.

Chapter 2. Carriage of animals (birds)

1. Dogs, cats, poultry and other pets are not transported by Carrier's flights, with the exception of transportation of guide dogs accompanying blind/deaf passengers and service animals that assist the state authority officers in performing their functions.

. Such dogs must be properly placed at the feet of the passenger and have valid vaccination and health certificates, an entry permit for the country of destination or transit. The animals must be clean, tidy and have no unpleasant smell. The Carrier is entitled to decide on the type of transportation.

2. Guide dogs assisting blind/deaf passengers and accompanying such passengers are carried free of charge. In this case the guide dog must have a dog collar and a muzzle and be tied to the seat at its owner's feet.

3. If an animal is carried the passenger is absolutely liable for this animal and liable for provision of required certificates, permits etc. envisaged by current laws and regulations. The Carrier will not be liable for injury, loss, delay, illness or death of such animals if they are refused entrance into the country of destination or transit, if such damage was not caused as a result of Carrier negligence.

4. If the passenger violates provisions of clauses 1 – 4 of this Chapter, the Carrier is entitled, during check-in of the passenger, at their own discretion to make the final decision about carriage or refusal to carry animals.

XV. Schedule

1. Regular flights are performed according to the aircraft schedule drawn up by the Carrier and published in automated reservation system and on the Carrier's Website. The Carrier warrants that such information published on the Website is accurate, valid and comprehensive.

2. The Carrier is not liable for mistakes and omissions in schedules and other published timetables for flights of other Carriers.

3. Flight departure time and the type of the aircraft indicated in the schedule or other published timetables for Carrier's flights are not guaranteed and are not a compulsory condition of the carriage contract. The Carrier is entitled to change flight departure time, about which they shall give a timely notification to the passenger.

4. The Carrier will make every possible effort to notify the Passenger in good time about any changes or cancellations. The Carrier publishes the appropriate announcement on the Website and may inform the Passenger by email or telephone by the email address or telephone number specified during reservation. If the holder of the email address or telephone number specified during reservation is another person (including the Person Concerned), the Passenger is liable for getting from the holder of such email address or telephone number the information about any changes regarding the reservation. If the Passenger does not agree to the new time of flight departure or to the new itinerary, the Passenger shall contact the Call Centre of the Carrier. If the Passenger did not contact the Call Centre, the Carrier will consider the

Passenger to have agreed to the changes, and the only compensation to which the Passenger will be entitled is the compensation specified in Section XVII of these General Conditions, also the Carrier will not be liable for any damage or losses, connected with such changes or cancellations.

XVI. Flight cancellation and delay

1. The Carrier is entitled to delay or cancel the flight both due to commercial reasons and due to reasons that do not depend on the Carrier.

2. The Carrier shall take all necessary steps to avoid delay in carriage of passengers and baggage.

3. If force majeure circumstances are in force (including unfavorable meteorological conditions, force majeure situations during air traffic control, strikes, riots, civil disobedience, embargo, wars, hostile actions, violation of peace, unregulated international relations, unexpected defects that influence flight safety or other difficulties, which actually threaten or make safe flight impossible), the Carrier is entitled to cancel or delay the flight or cancel the previously confirmed reservation without notifying the passenger.

In other cases the Carrier or their sales agent undertakes to notify the passenger about flight delay or cancellation not later than three hours before the start of check-in.

4. If the flight is delayed, the Carrier shall on their own or via the entity of airport activities inform the passengers with the means available in the airport of departure every 30 minutes about the approximate duration of flight delay and the expected time of its departure. The passengers will also be informed about their rights if their flight is delayed or cancelled.

XVII. Rights of the passengers departing from/to the airports of the European Union, in cases of refusal of carriage, flight cancellation or delay

Chapter 1. Applicability of compensation

1. Provisions of this section are applicable to the passengers departing from/to the airport, located on the territory of the European Union (EU) member state; as well as to the passengers departing from/to the airport, located in the third country, to/from the airport, located on the EU territory.

2. The provisions of this section are applicable to the passengers (of regular and charter flights), who were refused carriage against their will, or whose flight was cancelled or delayed, on condition that the passenger has a confirmed reservation for the appropriate flight and arrived for check-in within the term envisaged by Carrier's regulations and specified in writing (including electronic facilities), or, if the term is not specified, not later than 45 minutes before the specified departure time or if they reserved a flight, which was delayed/ transferred by the Carrier or charterer of the aircraft (tour operator) to another flight, regardless of reasons.

3. The provisions of this section are not applicable to passengers travelling free of charge or at a reduced cost, which is directly or indirectly not available to the wide public.

4. If the Carrier pays compensation or grants services, specified in this section, no provision of these General Conditions shall be interpreted as the one that limits their rights to request recourse recovery from any person, including third parties, in particular, under requests for compensation to tour operators or another person, with which the Carrier concluded a contract. Accordingly no provision of these General Conditions shall be interpreted as the one that limits the rights of the tour operator or the third parties other than the passenger, with which the Carrier concluded a contract, to request a refund or compensation from the Carrier.

Chapter 2. Compensation to the passengers in case of refusal of carriage

1. If the Carrier reasonably expects to refuse boarding to passengers and such refusal is not connected with delay or cancellation of the flight, they shall first find volunteers who are ready to refuse from their confirmed reservation in exchange for a reward, agreed between the passenger who voluntarily refuses the flight and the Carrier.

2. In addition to the reward, the Carrier shall offer the passenger, at the latter's choice:

to refund the cost of the carriage within seven days, which shall be paid in cash, by electronic bank transfer, bank money orders or bank cheques or, if the passenger gave their written consent, by travel cheques and/or other services, as well as to refund the total cost of ticket at the price for which it was purchased; compensation for the unused part of the ticket and for the used part or parts of the ticket, if the flight no longer serves any planned purpose of the passenger, as well as to provide them if necessary with a return flight to the initial point of departure as soon as possible; or to change the itinerary, which is to be made under comparative transport conditions: to the final place of destination - as soon as possible or to the final destination later at the wish of the passenger and provided that free seats are available.

3. Transportation of the passenger from the airport where they were refused carriage to the airport from which the alternative route that was suggested by the Carrier starts, and from the airport of the alternative boarding to the airport to which the passenger had to arrive by the flight, for which they were refused carriage, is performed at the expense of the Carrier.

4. If there are no passengers who voluntarily refuse carriage by this flight or their number is insufficient, the Carrier is entitled to refuse carriage to the passenger against the latter's will.

5. If the passengers were refused carriage against their will, the Carrier shall pay to them the following compensation:

250 Euros – for flights with the range of 1500 kilometres or less;

400 Euros – for flights with the range from 1500 to 3500 kilometres;

600 Euros – for flights with the range over 3500 kilometres.

During calculation of distance, the key factor shall be the final point, in which refusal of carriage or non-performance of the flight, which was planned earlier and for which at least one seat was reserved, shall cause delay in arrival of passengers at the planned time.

6. The Carrier is entitled to reduce the amount of compensation, specified in clause 5 of this Chapter, by 50%, if the passenger is offered substitution of the route to their place of destination by alternative flights, the arrival time of which does not exceed the planned one by:

two hours – for all flights with the range up to 1500 kilometres; or

three hours – for all flights with the range from 1500 to 3500 kilometres; or

four hours - for all other flights, not specified in the first and the second paragraphs of this clause.

The distance specified in this sub-clause is measured by the method of great-circle distance of the route.

7. Payment of compensation does not release the Carrier from obligation to offer the passenger, at the latter's choice, the same services and refund of expenses specified in clause 1 of Chapter 4 and clause 2 of Chapter 2 of section XVII of these General Conditions.

Chapter 3. Compensation to the passengers for cancelled flight

1. If a flight is cancelled, the passengers shall be offered servicing according to clause 2 of Chapter 2 of section XVII of these General Conditions and compensation according to clauses 5-6 of Chapter 2 of section XVII of these General Conditions. The passenger has a right for compensation, if they were not informed about flight cancellation:

two weeks before the planned time of the departure; or

in a period not exceeding two weeks and not less than seven days before the planned time of the departure with the change of route offered, which will enable them to depart not later than two hours before the planned time of departure and to arrive at the final place of destination not later than four hours after the planned time of arrival; or

less than seven days before the planned time of departure with the change of route offered, which will enable to depart not later than one hour before the planned time of departure and to arrive at the final place of destination not later than two hours after the planned time of arrival.

2. The Carrier that cancels or delays the flight shall explain to the passengers at their request the reasons of cancellation or delay of the flight. If it is necessary to ensure timely transfer of transfer passengers to the following connecting flights, the Carrier shall as soon as possible offer to them alternative routes for carriage.

3. The Carrier shall not pay compensation according to clause 5 of Chapter 2 of section XVII of these General Conditions, if they can present evidence of the fact that cancellation was caused by force majeure circumstances that could not be avoided, even if all reasonable measures had been taken.

4. If the Carrier cancels the flight and the passenger continues their travel by other flight (flights) or by another route, the passengers shall be offered and provided free of charge with:

meals and cold drinks reasonably appropriate to the time of waiting for the new flight;

hotel accommodation, if passengers have to wait for departure for one or more nights or if the time of additional waiting for departure by the passengers is longer than expected, or compensation for such hotel accommodation;

ground transfer by the route "airport – hotel – airport"

two telephone calls or telex, fax or e-mail messages, if this is allowed by the airport technical facilities, or compensation for such communication services.

5. The Carrier will pay special attention to the needs of persons with reduced mobility and to any persons who accompany them, as well as to the needs of children unaccompanied by adults.

6. Establishing the fact that the Passenger has been informed about rules and conditions of carriage, the procedure for booking flights, Tariffs, taxes (Charges), as well as about the schedule and terms of performing the flight is laid upon the Carrier, their Sales Agent, tour operator etc. according to the place where the air carriage contract was concluded.

Chapter 4. Compensation to the passengers for the delayed flight

1. The Carrier shall provide the passengers, according to the standards which the former established, with meals and cold drinks and the possibility to make two free calls or send a telex, fax or email message reasoning from the airport facilities if the flight is delayed for the period of:

up to two hours or more from the planned departure time for the flight with the range up to 1500 kilometres;

up to three hours or more from the planned departure time for the flight with the range from 1500 to 3500 kilometres;

up to four hours or more from the planned departure time for all other flights not specified in the first and second passages of this clause.

If performance of the delayed flight is put off to the next day following the day of its performance, which was envisaged by the schedule and specified in the ticket, the Carrier shall provide the passengers with hotel accommodation, meals and ensure transfer by the route airport - hotel - airport.

2. If the flight is delayed not less than for five hours, the passengers shall be offered servicing according to clause 2 of Chapter 2 of section XVII of these General Conditions.

XVIII.

Compensation for delay in the carriage of baggage

1. Compensation for delay in the carriage of baggage is established proceeding from the necessity to provide the passenger with living essentials. In any case such compensation is limited to the amount of 50 USD (or equivalent in another currency).

2. Compensation is offered to the passenger if the baggage does not arrive to the point of destination along with the passenger, if the point of destination is not the place of permanent residence of the passenger.

The Carrier's obligations on the informing of passengers about their rights

1. The Carrier during check-in shall provide the passengers with legible and clearly visible information of such content: "If you are refused in carriage or your flight is cancelled or delayed for not less than two hours request at the check-in desk or boarding gate for written notification in which your rights are specified, in particular concerning the obtainment of compensation and help".

2. The Carrier which refuses to perform carriage or cancels the flight shall provide every passenger concerned a written notification in which the rules for provision of passengers with compensation and help are specified. The Carrier shall provide with the same notification of passenger the flight of which is delayed at least for two hours. Contact details for sending of requests on the violation of passenger's rights for compensation or help shall be also provided in writing.

3. For informing of death persons or persons with bad sight and other essential defects which complicate or make impossible their individual familiarization with visual or acoustic information the airport of departure/destination shall use the relevant alternate means of information.

XIX. Refund

Chapter 1. General refund procedure

1. Refund for unused ticket (its part) is made in cashless form and in the currency in which the ticket was paid for. If the ticket was purchased from the agent selling air carriage, refund is made at the place of ticket purchase.

In Ukraine the Carrier pays the refund in the national currency of Ukraine.

If the payment was made by electronic transfer (bank card), the funds are refunded to the payment card, from which the payment for ticket was made.

2. The amount of refund for the unused ticket (its part) depends on the Total Fare, valid at the time of ticket purchase and the type of refuse of carriage (voluntarily or forced).

3. Refund is made on the basis of unused (partly unused) carriage document, miscellaneous charges order, receipt for payment of excess baggage fee.

4. Refund is made to:

the person who paid for the ticket - if the carriage was paid for by bank transfer;

the account of legal entity (the enterprise, institution etc.) – if the payment was made via a cashless settlement;

the account of the credit card holder, with the help of which the carriage was paid for;

the sponsor which paid for carriage - if the ticket was formalised under prepaid ticket advice (PTA).

sales agent of the Carrier – if the ticket was purchased through such sales agent.

Refund is made on condition of presentation of a package of documents confirming the right for the receipt of monies. The list of documents for every specific refund case can be found through the Carrier's Call Centre.

5. Refund is made on the date of cancellation of the contract of carriage (presentation of tickets to cash desk at the place of their formalizing, obtainment by the Carrier of information from the passenger on the will to get refund for the non-used carriage which is formalized by electronic ticket) and if it is impossible to make a refund on the date of cancellation of the contract of carriage – within the other term as agreed by the parties but not later than during seven days from the moment of obtainment of all the documents required for carriage.

Chapter 2. Refund

1. Forced refund or rebooking without application of penalty sanctions is made in the following cases:

if the flight, for which the passenger had a reserved seat and an issued ticket, is cancelled, rescheduled or delayed;

if carriage documents were formalised incorrectly;

if the type of aircraft is changed;

if it is impossible to provide the passenger with a seat according to the reservation;

In the case of refuse of carriage due to non-payment of Tariff or Charges (taxes) by the passenger after change of tariffs or their application rules as compared with those acting as of the day of passenger's departure from the initial airport specified in the ticket;

if the Carrier applies their right to refuse carriage due to reasons set forth in clause 1 of section XII of these General Conditions;

in the case of illness of the passenger or their family members travelling with them, if they have a duly formalised certificate from the health care institution;

in other cases of the passenger's refusal from the carriage or Carrier refuse to carry the passenger that occurred due to the fault of the Carrier;

Re-reservation for the other flight in case if the passenger is late for the flight for which he has an authorized reservation, due to the delay of arrival of the previous Carrier's flight, in case of formalizing of carriage with separate carriage documents is performed with penal sanctions

2. In the case of forced refund, the sum to be refunded to the passenger shall equal:

if neither part of the ticket was used - the amount that equals the total fare for the ticket, according to price at which it was purchased;

if any part of the ticket was used - the amount that equals the Tariff for unused part of the one-way flight and unused airport Charges (taxes) and unused Charges (taxes) of the Carrier from the place where refuse of carriage took place, to the place of destination. Except for above-mentioned cases, the Carrier shall comply with refund rules set forth in Chapter 3 of section XVII of these General Conditions.

3. If the refund is voluntary, the passenger receives a refund for all unused airport Charges (taxes) and Carrier's fees.

Chapter 3. Right to refuse refund

1. The Carrier is entitled to refuse refund in the cases when:

It is directly envisaged by these General Conditions or Applicable Law;

The Carrier has a confirmation that the passenger purchased the ticket in order to use it only for settlement of their immigration or visa matters.

2. Refund can be made, if a lost ticket (or its part) was not used or changed and no refund was made for it.

3. The Carrier has a right to charge a penalty (fee), established by the Carrier for such cases, from the amount refunded. The Carrier shall publish the amount of such penalty on the Website.

4. Refusal to refund the passenger does not deprive the passenger the right to file a claim for the carrier or a lawsuit.

XX. Conduct aboard the aircraft

1. Passenger's conduct aboard the aircraft shall be such as not to constitute any danger or threat to other persons, items, aircraft or its crew.

The passenger shall not impede the crew to perform their duties and shall follow instructions of the aircraft captain and the crew with regard to ensuring the safety of the flight and the aircraft, as well as safe, effective and comfortable carriage of passengers. The passenger shall give up the conduct, which can provoke or provokes protest of other passengers.

2. For flight safety reasons, the Carrier may forbid or limit usage of electronic equipment, mobile phones, laptops, portable tape recorders, portable radio receivers, CD players, transmitting devices, including radio controlled toys, walkie-talkies etc. (except for hearing aids and cardiostimulators) aboard the aircraft.

3. Aboard the passenger shall not be intoxicated or under influence of any other substance which can lead to danger or constitute danger to other passengers, items, aircraft or its crew. Drinking any alcoholic beverages aboard is permitted only to the amount offered by the Carrier.

4. Smoking is prohibited aboard regardless of the flying range.

5. If the passenger does not comply with provisions of clauses 2 - 4 of this section, the Carrier is entitled to take such steps, which are required by the situation and which the Carrier considers necessary for prevention of such conduct. Such steps may include limitation of passenger's movement aboard, disembarkation of the passenger, refusal of embarkation into the aircraft in any point of the route and transfer of the passenger to the local governmental authorities for proper impact steps to be taken.

6. If the passenger does not comply with provisions of this section or acts in a different way, failing to abide by the rules established by the Carrier, the Carrier is entitled to refuse further carriage of the passenger and to apply administrative and civil actions to them (to initiate administrative, criminal proceedings, file a lawsuit to the court seeking compensation of damages).

7. If as a result of prohibited conduct of the passenger, the Carrier was forced to take certain steps resulting in additional expenses, the passenger shall compensate such expenses to the Carrier according to the current legislation.

XXI. Combined carriage

1. The period of air carriage does not include any carriage by ground and marine (river) kinds of transport, which is performed outside the airport area. However if such carriage is performed in order to implement a carriage contract for embarkation, disembarkation, loading, dispensing or transshipment, any

damage, until otherwise proved, is deemed the consequence of the event, which occurred during air carriage. If without passenger's consent, the Carrier fully or partially replaces carriage, which by the agreement of the parties shall be made by air, with the carriage by any other kind of transport, such carriage by any other kind of transport is deemed carriage performed in the period of air carriage.

2. In the case of combined carriage performed partly by air and partly by any other type of transport, the provisions of these General Conditions shall, taking into the account clause 1 of this section, apply only to the carriage by air.

3. Nothing in this General Conditions shall prevent the parties in the case of combined carriage from inserting into the ticket provisions relating to carriage by other kinds of transport, on condition that the provisions of these General Conditions are applied only to the carriage by air.

4. The Carrier shall offer the carriage by other kinds of transport, taking into the account clause 1 of this section, as an agent of another carrier, even if such carriage is marked in the ticket under Carrier's code.

The liability of the Carrier for any undue carriage of the passenger, destruction, loss, damage, delay in carriage of the baggage, which occurred in the period of carriage by other kinds of transport, is limited by the amount, paid by the passenger for such carriage.

XXII. Charter flights

1. The performance of charter flights is governed by appropriate air regulations of Ukraine. When the Carrier that performs charter flights is concluding an agreement about a charter flight with the customer, the former shall envisage provision of services and compensations specified in these General Conditions.

The tickets for charter flights shall not be effective until the Carrier receives the fare for the performance of the charter flight.

Refund and confirmation of reservation are made according to the terms and conditions of the contract, concluded between the Carrier and the charterer.

2. The tickets for charter flights are valid only for carriage on such dates and for such flights as specified in the tickets. Depending on the availability of vacant seats, the charterer can change the dates of departure and return of the flight, provided that such changes are agreed between the charterer (tour operator-Carrier under the contract) and passengers and the actual Carrier (who performs the flight). The charterer is liable for informing the Passengers about additional conditions of carriage.

3. The tickets for charter flights provide for limitations (or exclude) passenger's rights to change or cancel the reservation. The tickets for charter flights, according to which the total value of full-service tourist trip was paid (including two-way tickets, transfer, hotel accommodation and meals), may stipulate additional conditions and limitations that are set out by the Carrier under the contract for this trip that includes all limitations.

4. Claims and complaints (including Baggage claims and claims arising due to changes in the schedule, delay, cancellation or deviation from it) shall be submitted to the charterer in writing. In this case limitations on action shall apply as specified in these General Conditions.

All expenses in connection with reservation of more tickets than there are seats available on the aircraft shall be reimbursed by the charterer.

If the passenger is entitled to reimbursement of the fare for air carriage or compensation for losses, the Carrier transfers the respective amounts to the charterer, whereas the Passenger shall receive such reimbursement from the charterer.

5. Provisions specified in Chapters 3, 4 of section V, sections VI and VII, Chapter 1 of section VIII, section XIX of these General Conditions are not applicable to charter flights.

XXIII. Administrative formalities

Chapter 1. Travel documents

1. The Passenger is liable for obtaining all documents, which are necessary for travel: visas, permits, certificates etc., as well as for compliance with all applicable laws with regard to exit from, entry into and transit through the country of departure, arrival and transit. The Carrier is not liable to the passenger for passenger's failure to obtain such documents or visas, or to comply with such applicable laws.

2. Upon the request of the Carrier, the passenger shall present to the Carrier's authorised officers, representatives of the respective governmental authorities all documents for exit, entry or transit, health certificates and other documents as required by the applicable laws and to allow the Carrier to make and retain copies of such documents or otherwise keep the information specified in the respective documents. The Carrier is entitled to refuse to carry the passenger who does not comply with the applicable laws or whose documents have not been duly formalised.

Chapter 2. Refusal of entry into a country

1. The Carrier is not liable for the passenger being refused to enter a country.

2. The passenger shall, at the request of the Carrier or governmental authorities, pay the appropriate fare for the return flight, if they are required to return to the place of departure or other place due to refusal of the destination country to accept such a passenger, regardless of whether this country is a destination or transit one. In order to pay for such carriage, the Carrier may use any funds, which the passenger paid to the Carrier before and which were left at the Carrier's disposal as a result of carriage that was not used, or any passenger's funds, which are at the Carrier's disposal.

3. The Carrier is entitled not to return funds, paid by the passenger for performed carriage to the place, which they were refused to enter, or to the place of deportation.

Chapter 3. Liability of the passenger

1. If the Passenger shall be required to pay or deposit any amount, pay a fine or issue a financial guarantee in connection with the fact that the Passengers did not comply with requirements of the applicable laws or did not present the required travel documents, or presented forged documents or documents containing untruthful information, the Passenger shall, at the request of the Carrier, refund to the latter the paid or deposited amount and Carrier expenses incurred in connection thereof.

2. In order to cover such expenses, the Carrier is entitled to use funds, which the passenger paid to the Carrier before and which were left at Carrier's disposal for carriage that was not used, or any passenger's funds, which are at Carrier's disposal, or can refuse carriage, if the passenger did not recover Carrier's expenses.

Chapter 4. Customs, security, passport control and other types of control

1. In the course of international flights it is compulsory for the passengers, their checked and hand baggage to undergo the security and passport control, as well as other types of control at the request of customs and other authorised bodies.

2. In the course of domestic flights it is compulsory for the passenger, their checked and hand baggage to undergo security control, as well as other types of control at the request of other authorised bodies.

XXIV. Liability of the Carrier and extent of compensation for damage

Chapter 1. Death and injury of passengers. Damage to baggage

1. The Carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place aboard the aircraft or during embarking or disembarking the passenger.

2. The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place aboard the aircraft or when the checked baggage was in the charge of the Carrier. However, the Carrier is not liable for damage of the baggage resulting from its defect, quality or vices. In the case of unchecked baggage, including personal belongings of the passenger, the Carrier is liable if the damage resulted from their fault or that of their employees or handling agents.

3. If the Carrier admits the loss of the checked baggage, or if the checked baggage has not arrived upon expiration of twenty-one days after the date on which it ought to have arrived, the passenger can raise to the Carrier the demands which result from the carriage contract.

Chapter 2. Responsibility of the Carrier for damage, incurred as a result of delay in carriage

1. The Carrier is liable for damage occasioned by delay in the air carriage of passengers and baggage. Nevertheless, the Carrier shall not be liable for damage occasioned by delay if they prove that they and their

employees and (sales and/or handling) agents took all possible steps in order to avoid damage or that they were unable to take such steps.

2. In any case the Carrier's responsibility for undue carriage is limited by actual losses, proved by the passengers.

Chapter 3. Exemption from liability

1. If the Carrier proves that the damage was caused or contributed to by the negligence or wrongful act or omission of the person claiming compensation, or the person from whom they derive their rights, the Carrier shall be wholly or partly exempt from liability to the claimant to the extent that such negligence, wrongful act or omission caused or contributed to the damage.

2. When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the Carrier shall likewise be wholly or partly exonerated from liability to the extent that they prove that the damage was caused or contributed to by the negligence, other wrongful act or omission of that passenger.

Chapter 4. Compensation in case of death or injury of passengers

1. The Carrier may not exclude or limit their liability for damages, which caused death or injury of the passenger, on conditions, specified in Chapter 1 of this section, by the amount of 113100 SDR for each passenger of an international flight and 20000 USD (or equivalent in other currency) for passengers of flights within Ukraine.

2. The Carrier shall not be liable for damages, which caused death or injury of the passenger and the amount of which exceeds the amounts, specified in clause 1 of Chapter 4 of section XXIV of these General Conditions, upon conditions mentioned in Chapter 1 of section XXV if the Carrier proves that:

such damage was not due to the negligence or other wrongful act or omission of the Carrier or their employees or handling agents; or

such damage was solely due to the negligence or other wrongful act or omission of the third party.

3. The Carrier shall immediately, but not later than within fifteen days after identification of natural person, who has a right to receive compensation, to make an advance payment, which shall be not less than 16000 SDR in case of an international flight and 10 000 US dollars in case of a flight within Ukraine.

4. During ticket formalization the Carrier shall ensure that the passenger is provided with the general conditions that regulate carrier's liability to the passenger and carrier's liability for passenger's baggage; the general conditions are provided in writing. In addition, the Carrier will provide the passenger with the written statement about applicable limitations of Carrier's liability with regard to the Passenger and baggage.

Chapter 5. Limits of liability for damage caused as a result of delay

1. The liability of the Carrier for damage caused by delay during carriage of passengers of any flights, is limited to 4694 SDR for each passenger.

2. During carriage of checked baggage by international flights, the liability of the Carrier in the case of destruction, loss, damage or delay is limited to 1131 SDR (for minimum norm of the free-of-charge carriage of baggage established by the authorized body in the field of civil aviation) for each passenger. The Carrier is not responsible for damage caused due to the delay if it proves that it, its employees and agents took all the measures which could be necessary in order to avoid the damage or that for it (them) it was impossible to take such measures.

3. In the case of carriage of baggage with a declared value, Carrier's liability is determined by the amount of the baggage declared value.

4. The provisions mentioned in clauses 1, 2 and 3 of Chapter 5, section XXV of these General Conditions shall not apply if it is proved that the damage resulted from an act or omission of the Carrier, their employees or handling agents, done with intent to cause damage or criminal omission and with knowledge that damage would probably result; provided that, in the case of such act or omission of the employee or the handling agent, it will also be proved that such employee or agent was acting within the scope of their employment.

5. The limits of liability prescribed by Chapters 4 and 5 of section XXIV of these General Conditions shall not prevent the court from awarding an additional judgment on recovery, in accordance with applicable laws, of the whole or part of the court costs and the other expenses of the litigation incurred by the claimant, including interest. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the amount which the Carrier has offered in writing to the claimant within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

Chapter 6. Conversion of monetary units

The sums mentioned in terms of special drawing rights in this section shall be deemed to refer to the special drawing rights as defined by the International Monetary Fund. Conversion of these sums into national currency shall, in case of judicial proceedings or consideration of passengers' complaints, be made according to the value of such currencies in terms of the special drawing rights as of the date of awarding judgment or a decision made by the Carrier on the passenger's complaint.

XXV. Complaints and claims:

1. During carriage of passengers and baggage, any action for damages, regardless of its ground, whether under the Montreal or agreement, related to offence or on any other ground, can only be brought subject to the conditions and such limits of liability as which are set out in these General Conditions and the

legislation of Ukraine without prejudice to the question as to who the persons are who have the right to bring suit and what their respective rights are.

2. If an action is brought against an employee or (sales and/or handling) agent of the Carrier arising out of damage mentioned in these General Conditions, such employee or (sales and/or handling) agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of liability for their actions; while the Carrier itself shall bear responsibility for their actions.

3. If the claim is presented for the compensation of damage caused due to the delay of the passenger's carriage amount of compensation is limited by the sum specified in the clause 1 chapter 5 section XXIV of these Conditions. Amount of claim shall be proven by the person who submits the claim.

4. The receipt of checked baggage by the person entitled to receive checked baggage without complaint is prima facie evidence that the same has been delivered in due condition and in accordance with the carriage document or with the record stored by the other means of information protection.

The passenger is to confirm the opposing opinion by formalisation of the Property Irregularity Report (PIR) before they leave the baggage collection hall of the airport.

5. In the case of undue carriage of checked baggage, the passenger is to complain to the Carrier forthwith after the discovery of the damage (loss of a part of the baggage), and, at the latest, within seven days from the date of receipt of the checked baggage. In the case of delay in baggage transportation, the complaint must be made at the latest within 21 calendar days from the date on which the baggage has been placed at the passenger's disposal.

The complaints for loss of baggage are made to the Carrier after the baggage is acknowledged to have been lost. The baggage is considered lost, if it was not found upon search carried out within 21 days from the date following the date, on which the baggage was scheduled to arrive at the place of destination. In this case the complaint against the Carrier is to be made within two years from the date of arrival of the aircraft to the place of destination, or from the date when the aircraft was to arrive at the place of destination, or from the date when transportation was stopped.

6. Every complaint must be made in writing and handed over or dispatched within the terms, specified in clause 5 of this chapter. It is necessary to attach to the complaint all original copies of the required documents, which confirm passenger's right to demand recovery depending on the subject of the complaint, including the ticket (), fiscal cheques for payment of services, receipt for payment of excess baggage fee, the slip of the baggage identification tag, certificates about delays and other documents, which can facilitate the consideration of complaints. The person concerned shall prove the claim amount.

If the claim is presented related to the partially lost baggage, the compensation is calculated based on the weight of the baggage lost and the cost of 1 kg. The cost of 1 kg of compensation for the partially lost baggage is calculated based on the established size of compensation according to the clause 2 article 5 section XXIV of these Conditions and minimum norm for the free-of-charge carriage of baggage established by the authorized civil aviation body.

If the claim is presented concerning the compensation for the partially lost baggage with weight of up to 1 kg, the weight indicators specified in the recommended IATA practice 1751 (Annex A) can be used for compensation of value of the partially lost baggage.

If the claim is presented concerning the damage of the baggage packing, the expenses for its repair shall be compensated. If the damaged packing of baggage cannot be used in future, its value confirmed by the person concerned shall be compensated. If the claimant does not have documents, with which he can confirm the value of the damaged packing of baggage, the compensation is performed in the same way as if in the case of the lost baggage.

The Carrier is not responsible for the following types of damages of the baggage: broken wheels and legs of suitcases, etc.; lost belts and eyelets; minor buffies or scratches; damage resulted from the excessive filling of suitcase; damages of hand of suitcase or bag; damage of fragile things or perishable products; damage of improperly packed items. 7. If there are no claims within the terms mentioned in clause 5 of this chapter for international air carriage, no complaints against the Carrier are accepted, apart from the cases of fraud on their part. Presentation of claim on the improper carriage of baggage on the internal flights is performed according to the applicable legislation of Ukraine.

8. After the receipt of the complaint, depending on its complexity and the completeness of the complaint documents, the absence of which makes the consideration of the complaint in the essence of the complaint requirements impossible, the Carrier sends a notification-request to the claimant, in which they inform the claimant about the receipt of the complaint, about the necessity (if any) of submitting additional documents and about the terms of consideration of the complaint after the receipt of missing documents.

The Carrier shall consider the complaint and inform the claimant about its satisfaction or rejection within three months from the date of its receipt.

9. In the case of the death of the person liable, the claim for damages is made, according to the conditions of this chapter, against assignees, who are legal representatives of this person or dispose of the person's property.

10. The claims about the Carrier liability with regard to undue carriage of the passenger or baggage shall be forwarded, at the option of the claimant, to the court at the place of Carrier's registration, the location of their headquarters or the location of Carrier's office, in which the carriage contract was concluded, within the terms according to the current legislation from the date of the aircraft arrival at the place of destination, or from the date, on which the aircraft was to arrive at the place of destination, or from the date, on which carriage was stopped.

Court claims about Carrier's responsibility with regard to undue carriage of the passenger can be made within the terms established by the current legislation, without making a preliminary complaint against the Carrier first.

11. In respect of damage resulting from the death or injury of a passenger, a claim may be brought before one of the courts mentioned in clause 11 of this chapter, or on the territory of a state party that joined the Montreal Convention, in which at the time of the event the passengers have their principal and permanent residence and to or from which the Carrier operates services for the carriage of passengers by air, either on their own aircraft or on another Carrier's aircraft pursuant to a commercial agreement, and in which this Carrier undertakes its activities on air carriage of passengers, using premises leased or owned by the Carrier itself or by another Carrier, with which they have a commercial agreement.

12. The right for damage compensation is lost if the claim about responsibility is not made within the terms specified by the Montreal Convention and according to the current legislation from the date of arrival to the destination or from the date when the aircraft had to arrive or from the date when carriage was stopped.

13. Any claim about responsibility concerning the carriage which was performed by the actual Carrier, can be forwarded, at the claimant's option, against this Carrier or against the Carrier that operates under the agreement, against both or against each of them separately. If the claim is made only against one of these Carriers, they have a right to engage another Carrier, against which the claim is made, to the consideration of this case in the court. The procedure of such engagement and its consequences are set forth by the applicable laws.

14. Nothing in this chapter shall prejudice the question whether a person liable for damage, according to provisions of these General Conditions, has a right of recourse against any other person.

XXVI. Informing the passenger:

1. The provisions of this section shall apply to the Carrier and their sales and/or handling agents who issue tickets for air carriage on the territory of Ukraine.

2. The Carrier (their sales agent) shall display the following information in the office used for formalising carriage in a place that is visible and accessible to customers:

their full name, location;

the copies of documents (licenses, certificates) for carriage activities (sales of carriage);

telephone number of the local institution for protection of customers' rights;

a book for comments and suggestions.

3. In the course of issuing a ticket, the Carrier (their sales agent) gives the passenger the following information:

Regulations Regarding Air Carriage of Passengers and Baggage, approved by the Order of the Ministry of Infrastructure of Ukraine No. 735 dated 30.11.2012.

these General Conditions – as paper copies, issued as an information card (if carriage is sold on-line via the internet – in the electronic form via the Website, through which carriage is reserved);

the cost of carriage on the appropriate route – verbally in the ticket sales point during reservation (if carriage is sold on-line via the internet – in the electronic form through the Website, through which carriage is reserved, or by specifying the required information in the itinerary);

the cost, conditions and limitations during carriage at a special Tariff – verbally during reservation (if an e-ticket is used – via the website, through which carriage is reserved)

administrative formalities during travel on the appropriate route – verbally during reservation;

limits of Carrier's liability during carriage of passengers and baggage – in the ticket or in the itinerary;

rights of passengers in the case of refusal of carriage, cancellation or delay of the flight;

items and goods prohibited for carriage – in the ticket or in the itinerary;

limitation with regard to carriage of passengers with reduced mobility and necessity of ordering special services during reservation.

In the course of promotion actions, the Carrier will give the people comprehensive information about the fare, which must include the Tariff and all airport taxes and Charges, as well as Carrier's charges and taxes.

Purchasing a ticket for Carrier's flight, the passenger unconditionally agrees with all conditions of the carriage contract and these General Conditions.

The Carrier shall publish their regulations on the website.

XXVII. Ensuring compliance with these General Conditions:

1. Carrier's compliance with these General Conditions of Carriage for Passengers and Baggage and applicable laws of Ukraine is controlled, in particular, by State Aviation Service of Ukraine;

2. Control shall allow the Carrier, their sales and handling agents to prove that they and their actions meet the established requirements. The Carrier and their agents will be ready to provide the appropriate governmental authority with an opportunity to conduct checks during operations of carriage and servicing of passengers and baggage in order to demonstrate that such operations meet the established requirements.

3. The specified checks are performed according to the procedure set forth by the legislation.