

## GENERAL TERMS AND CONDITIONS OF AIR CARRIAGE

### 1. PURPOSE

The purpose of the present general terms and conditions of carriage (hereinafter referred to as "the General Conditions") is to define the conditions under which IXAIR provides air carriage or chartering services as the case may be (hereinafter referred to as "the Services") in the framework of the French legislation on public passenger transport.

These General Conditions apply as soon as the flight contract is signed. IXAIR reserves the possibility to make any changes to the General Conditions at any time.

These General Conditions also apply to carriage free of cost or at a reduced cost, unless otherwise stipulated in the Carriage Contract or in the Chartering Contract.

### 2. BOOKING

Any individual or a legal entity, whether such person is a travel intermediary (agency of others) or an individual person, who wishes to benefit from IXAIR Services for himself if the person is an individual, or on behalf of a third party if the person is a travel agent (hereinafter referred to as "the Client") must make a quotation request (hereinafter referred to as "Quotation Request") with the Sales Department of IXAIR.

This Quotation Request may be made in one of the following manners:

- either directly on its website: [www.barnes-ixair.com](http://www.barnes-ixair.com);
- or by post at this address: 8, Rue de Henri Lossier, 93350 Le Bourget;
- or by telephone at: +33 1 30 08 80 81;
- or by email at: [charter@barnes-ixair.com](mailto:charter@barnes-ixair.com);
- or by fax at: +33 1 30 08 80 91.

This Quotation Request shall indicate the maximum amount of information relating to the flight and in particular, without this list being exhaustive: the Client's name and contact details as well as that of each of the Passengers, desired departure date and time, departure airport and arrival airport, number of passengers planned, desired category of aircraft, request for specific services (example: taxi, hotel, special catering, press, etc.).

On receipt of the Quotation Request, IXAIR shall send to the Client at the earliest and in writing a Flight Proposal to provide the Service as close to the Client's Request. This Flight Proposal shall reiterate the information in the Quotation Request and shall indicate the price for the Service, the applicable VAT and the terms of payment (hereinafter referred to as "the Flight Proposal").

In case of the Client's agreement on the Flight Proposal, a Carriage Contract will be drafted by IXAIR and submitted to the Client. The flight booking shall take effect only when the Flight Contract is returned dated and signed by the Client, along with the payment of the Price or the necessary advance payment specified by IXAIR in the Flight Proposal or in the Carriage Contract (hereinafter referred to as "the Booking").

Thus, as long as the Price or the necessary advance is not paid, the aircraft will not be booked and the Flight Proposal may be subject to changes.

The signing of the Flight Contract is essential before provision of any service.

Any Booking implies irrevocable acceptance and without reservations of the General Conditions in force by the Client.

Any Booking is firm and final. It may however be suspended, amended or cancelled by the Client with the express, prior and written consent of IXAIR who totally or partially apply the penalties stipulated in Article 3.

The Client expressly acknowledges that the flying time is communicated for information and may evolve notably due to use, weather conditions or air traffic control without IXAIR's liability being sought in this regard.

IXAIR may propose another aircraft than the one initially provided in the Carriage Contract, subject to the features of the Service are not significantly changed or in case of an incident or unavailability, IXAIR may have recourse to a sub-contractor insofar as the latter complies with the rules governing the Carriage Contract or the Chartering Contract concluded with the Client.

### 3. PRICE

#### Price of the Services

The price is in Euros exclusive of taxes and is specified in the Flight Proposal.

The price includes the following elements, unless other specifically stipulated in the specific conditions (hereinafter referred to as "the Price"):

- all the fixed and variable operating costs relating to the aircraft (utilisation, downtime, maintenance, insurance, fuel, taxes on stopovers, etc),
- the salaries and allowances of the flight crew, technical staff and additional staff members onboard, if any,
- the costs of setting up back and forth, notably when the flight is scheduled to depart from a different airport than that of Le Bourget or the usual base of the aircraft.

All the exceptional costs that may be incurred during the Service and are not covered by the Price are borne by the Client.

In particular:

- the de-icing costs if the Client has not taken an insurance for this purpose;
- the specific insurances (high-risk countries);
- the costs incurred by the impossibility for the aircraft to park at the destination airport parking in case of a return trip requiring that the aircraft remains close by;
- the costs incurred by a stopover imposed notably due to:
  - ✓ weather conditions,
  - ✓ air traffic control,
  - ✓ a reason attributable to the Passenger(s).

These exceptional costs will be invoiced in addition by IXAIR, on the basis of their effective realisation on the day of the Service.

The Price includes the services provided from the boarding till disembarking; the Client shall himself ensure the transport between his final destinations and the airports.

IXAIR keeps the rights to change the Price of the Service to take into account a significant increase of fuel costs as defined below.

In case of an increase in the oil price listed in New York (Light Sweet Crude Oil) by more than 10% between the signing date of the Carriage Contract and the date of effective provision of the Service, IXAIR may increase the price of the Service by an amount according to the following formula:

$$P_{(r)} = P_{(c)} + [P_{(t)} - P_{(t-1)}] / P_{(t-1)} \times 0.33P_{(c)}$$

Where:

$P_{(r)}$  corresponds to the new price in EUR

$P_{(c)}$  corresponds to the price in EUR mentioned in the initial Carriage Contract

$P_{(t)}$  corresponds to the oil price in USD on the day of the Service

$P_{(t-1)}$  corresponds to the oil price in USD on the day of signing of the Carriage Contract.

In the event where the Client refuses this increase within 24 hours following the information given by IXAIR on this increase in Prix, it shall have the possibility to cancel the Service, without any penalties.

Special products, notably special catering (caviar, vintage wines and champagnes, specific food) must be specifically requested in the Quotation Request to be included in the price of the Service.

In case of cancellation of the Service by the Client due to its refusal of increase in the Price justified by an increase in the fuel price, the special products ordered shall remain due.

#### **Penalties and costs in case of cancellation of the Service**

In case of cancellation of the Service by the Client, IXAIR shall receive a lump sum cancellation indemnity equal to:

- in case of cancellation more than one month before the planned date of the Service: 10% of the booking amount exclusive of taxes with a minimum of 500 Euros exclusive of taxes which shall remain applicable whatever may be to the booking amount as administrative fees,
- in case of cancellation between 1 month to 7 days before the planned date of the Service: 30% of the booking amount exclusive of taxes,
- in case of cancellation from 7 days to 48 hours before the planned date of the Service: 50% of the booking amount exclusive of taxes,
- in case of cancellation less than 48 hours before the planned date of the Service: 75% of the booking amount exclusive of taxes,
- in case of cancellation less than 24 hours before the planned date of the Service: 100% of the booking amount exclusive of taxes,

Any special product, notably the special catering, asked by the Client during its booking and which, on the cancellation day will have already been subject matter of an irreversible order or a payment by IXAIR to its service provider shall remain due by the Client.

In case of cancellation of the Service by IXAIR for a cause that is not attributable to it (for example and without this list being exhaustive: due to bad weather conditions, air traffic control, strikes ...), all the costs of setting up back and forth in case where the flight is scheduled to depart from a different airport than that of Le Bourget or the usual base of the aircraft will be due by the Client if the cancellation takes place after the aircraft takes off from its base.

#### **4. PAYMENT CONDITIONS**

IXAIR's invoices are payable as soon as they are issued and in any case before the performance of the Service. Some exceptions may however be stipulated in the specific conditions in the Carriage Contract or Chartering Contract.

Any payment must take place by cheque, credit card or bank transfer on the date indicated in the invoice.

An invoice will be considered as paid only after the total price inclusive of taxes of the Service is credited on IXAIR's deposit account or 30 days after this credit in case of a cheque.

The payment costs and banking fees, if any, will be paid by the Client.

IXAIR does not grant any discount for an early payment.

Any postponement of payment may take place only with IXAIR's prior, express and written consent.

No payment may be suspended without IXAIR's prior, express written consent.

The non-payment on due date of a single invoice or a sum due leads to payability of any other invoice or sum due by the Client whatever may be the amount thereof.

Non-payment on due date means the absence of handing over, encashment or immediate acceptance of the Client's cheque, bank transfer or bills of exchange.

Any non-payment on due date authorizes IXAIR to suspend or terminate all the ongoing Bookings and to change the business conditions granted.

Any non-payment on due date leads to cancellation of the Service by the Client and the application by IXAIR of the penalties stipulated in Article 3.

Any non-payment on due date shall lead to application of a penalty for delay equal to the rate of the European Central Bank applied to its most recent refinancing operation, increased by 10 points under Article L 441-6 of the French Commercial Code, as from the next day from the due date mentioned in the invoice.

#### **5. IXAIR'S OBLIGATIONS**

IXAIR shall make available to the Client who is travelling (hereinafter referred to as "the Passenger") the aircraft in a good working order, with the official on-board documents and with the technical flight crew necessary for flying it and if required, with an additional on-board staff for its commercial operation.

IXAIR shall take responsibility for dealing with the administrative formalities relating to the aircraft and its flight crew and required for the provision of the Service.

IXAIR shall not be held liable:

- for the scheduling and routing constraints related to obtaining from the administrative authorities the traffic rights or time slots necessary for the provision of the Service,
- for the atmospheric conditions obliging the Pilot in Command to divert the aircraft or to shift the planned schedules on the grounds of flight safety or compliance with aviation regulations.

IXAIR shall alone provide the technical management of the aircraft which will be exclusively flown by its flight crew. In application of this principle, the Pilot in Command may notably take the following actions at its own initiative without the Passenger being able to oppose to them, without this list being exhaustive:

- delay the departure of the aircraft in consideration of the technical or atmospheric conditions,
- reduce the authorised load in case of bad weather conditions,
- if the safety of the aircraft or the passengers requires it, either make necessary stops, stopovers or repairs on the way or change the itinerary or interrupt the trip.

In case of an international flight or a flight towards a coordinated airport, the Carriage Contract or Chartering Contract is entered into subject to the condition precedent of obtaining the necessary administrative authorisations.

#### **In-flight services**

Standard services are included: coffee, tea, standard catering, newspapers of the day, bar with alcohol, champagne and refreshments.

The requests for special catering (caviar, vintage wines and champagnes, specific food) must be subject to specific quotation and must be made at least 24 hours before departure.

## 6. PASSENGER'S OBLIGATIONS

### On-board behaviour

Once on-board, the Passenger must not have a behaviour that would embarrass, inconvenience, threat or endanger one or several person(s), properties or the aircraft itself.

In this regard, the Passenger must not prevent the crew from fulfilling its duties and must comply with the instructions and recommendations thereof aiming to ensure the security and safety of the aircraft and the smooth conduct of the flight.

The Passenger is responsible automatically for any damage caused because of him on the aircraft and must indemnify IXAIR in this respect, on first demand.

### Baggage

The Passenger will be allowed to carry baggage (a rigid suitcase as checked-in luggage and a flexible bag in cabin) within the limit of 20 kg (and ten kilos in the aircrafts with 4 passenger seats or less) per person and according the standard size. Any voluminous baggage or that does not correspond to the standard must be reported during the Booking.

The acceptance of a baggage on the airplane remains subject to the Pilot in Command's assessment.

IXAIR reserves the right to refuse boarding of any baggage or object in the aircraft, that is unfit for the transport considering its weight, size, configuration, nature or fragility. IXAIR reserves the right to inspect the Passenger's luggage.

IXAIR shall not be liable for baggage that is lost, forgotten or damaged due to the Passenger's omission or negligence.

### Cargo

In case of any cargo entrusted, the Passenger shall be liable for clearing any customs formalities relating to the transported goods.

Only the freight of small packets that do not require to dismantle the aircraft seats can be accepted.

### Dangerous goods

The Passenger will not be allowed to entrust the air transport of Dangerous Goods according to the IATA norm, and in particular the items listed below:

#### - Objects prohibited in cabin

Firearms, component parts of firearms, ammunition, any sharp or pointed object that may be dangerous for public safety, any blunt tool or object, detonating and deflagrating substance of any nature and in any form whatsoever, inflammable substances of any nature, any dangerous chemical substance, gas or containing gas, self-defence material, toys imitating firearms, potentially dangerous object that may be used to hit.

#### - Object prohibited as checked-in baggage

Any explosive, inflammable, corrosive, oxydising, irritating, toxic, radioactive, magnetic object, chlorine, paint and compressed gas (example: butane cylinder).

Any weapons that may be transported must be placed in a separate baggage from that of the ammunition.

The ammunition weighing less than 5 kilos are accepted on-board and must be securely packed by the Passenger.

## 7. ADMINISTRATIVE FORMALITIES

### Travel documents

Before boarding an aircraft, the Passenger must be in possession of all the appropriate documents allowing him to travel as per the ordered Service.

The Passenger is liable, and it is his responsibility to procure all the documents, visas and specific permits required for his trip, and to comply with all the legal provisions of the States of departure, destination and transit.

IXAIR shall not be held responsible for the consequences that the Client suffers in case the instructions in the preceding paragraph are not observed.

Besides, the Client is bound to allow IXAIR to take copies of the documents, if required, or to take the information contained therein.

In the event where the Passenger is not in possession of all the valid travel documents necessary to provide the Services, IXAIR shall not be held responsible for the losses or costs that result from it for the concerned Passenger, all the Passengers benefitting from the Service or IXAIR itself.

IXAIR reserves the right to refuse the carriage if the Client or one of the Passengers does not comply with the laws and regulations in force or if IXAIR expresses doubts on the validity of the documents presented.

If the admission on a territory is refused to a Passenger, the latter or the Client shall pay all the costs or fines that are imposed by the local authorities on IXAIR, as well as the cost of carriage in the event where IXAIR has to bring him back to his place of departure or towards any other destination. The price paid for the carriage till the destination where entry on the territory is refused, will not be reimbursed by IXAIR.

### Customs inspections

The Client may be asked to assist in the inspection of his baggage on customs' demand or any other governmental authority. IXAIR shall not be held responsible for the damage or loss resulting from it.

### Security check

The Client is bound to subject himself to security and safety check required by the governmental or airport authorities and at IXAIR's request.

IXAIR shall not be held responsible for the consequences of these checks (delay, refusal to board,...).

### Control by Authorities

The Client and each of the Passengers are bound, as is IXAIR, to subject themselves to any control that the supervisory authority may conduct whether it is on the tarmac or onboard of an aircraft during the flight. Such control shall not cancel the flight except for the Client to pay the penalties stipulated in Article 3.

## 8. CONDITIONS FOR BOARDING

### Delay in boarding

The Passenger must be present for boarding at least 20 minutes before the scheduled time for departure except in case of notification of specific delay by IXAIR.

A delay in boarding may incur penalties in proportion to the prejudice and additional costs suffered by IXAIR (change of the crew, change in the planning, consequences on the following flight ...) which will be exclusively borne by the client.

In the event where the Passenger(s) fail to arrive at boarding one hour after the planned date for boarding (No Show) without prior express approval from IXAIR, the flight may be considered as cancelled by IXAIR, it being specified on the one hand that the Price will be entirely kept by IXAIR as penalty and on the other, that all the expenses incurred by IXAIR between the planned time for boarding and the time when the flight is considered as cancelled, will be entirely borne by the Client.

### Electronic devices

To avoid any interferences with the aircraft avionics, the mobile phones must be mandatorily switched off during the entire flight. The laptops, electronic devices, CD and DVD players must be switched off during the take-off and landing phases or at the request of a flight crew member.

#### **Animals**

Pets of less than 5 kilos are admitted in cabin subject to having been reported beforehand in the Quotation Request and formally accepted by IXAIR. The animals must mandatorily travel in a closed soft bag allowing them to breathe (the maximum size being 55x40x20 cm). The Passenger owner of the pet animals must be in possession of all the regulatory documents such as health certificates, vaccination certificates and entry permits or transit permits.

It is the Passenger's entire responsibility to procure and present all documents required by the authorities of the host country or transit country.

Rigid cages and baskets are not accepted in cabin.

#### **Pregnant women**

IXAIR shall participate in the carriage of a pregnant woman if the concerned person confirms that the air transport will not alter her situation. After 7<sup>th</sup> month of pregnancy, a medical certificate will be required allowing the concerned person to air travel. In any case, this situation must be indicated during the Quotation Request.

#### **Children**

Children must be mandatorily accompanied with one of their parents. Children who are less than 2 years old will be allowed in an adult's lap.

In any case, the carriage of a child must be indicated in the Quotation Request and accepted by IXAIR beforehand.

#### **Smokers**

It is prohibited to smoke on-board in aircrafts.

#### **Refusal and limitation to transport**

IXAIR may refuse to transport a Passenger, the Client and/or a baggage if one or several of the following cases occurred or is likely to occur:

- the Passenger did not comply with the applicable law,
- the transport of the Passenger or of the baggage is likely to put the health, comfort or convenience of other Passengers or of the crew in danger, and notably in the case where the Passenger uses intimidation or behaves abusively with the ground crew and/or crew,
- the physical or mental state of the Passenger, including a state caused by alcohol, drug or medication consumption may present a danger for himself, the other passengers, crew, the aircraft or objects,
- the Passenger refused to undergo mandatory safety controls or refused to provide proof of his identity,
- the Passenger was not mentioned in the Carriage Contract or Chartering Contract or is not able to prove his identity,
- the Client did not pay the transport price payable before the Service,
- the Passenger does not seem to possess valid travel documents,
- the Passenger claims for a specific assistance during boarding that was not ordered during the Booking,
- the Passenger did not follow the instructions and regulations concerning the security or safety.

### **9. FORCE MAJEURE**

IXAIR reserves the right to suspend or cancel the ordered Service without any compensation in case of a force majeure preventing IXAIR, even partially, to fulfil its obligations. In addition to the events presenting conditions of force majeure determined by case law in force, any lock-out, total or partial strike or other labour conflicts affecting notably the stopover or air control, fire, floods, damage, riots, war, computer breakdown, change in norms and regulations, refusal of transit further to the decision of any public authority notably French or

international authority, any mechanical breakdown or damage or extraordinary circumstances with the meaning of the European Regulation no. 261 / 2004 of 11 February 2004, directly or indirectly affecting IXAIR, and more generally any event that is not attributable to IXAIR and whatever may be its cause, constitutes a force majeure event.

### **10. IXAIR'S LIABILITY**

The carriage performed under these General Conditions is subject to the liability rules laid by the Montreal Convention of 28 May 1999 (hereinafter referred to as "the Montreal Convention") and the Regulation (EC) No. 889/2002 of the European Parliament and of the Council of 13 May 2002 amending the Council Regulation (EC) no. 2027 of 9 October 1997 on air carrier liability in the event of accidents.

IXAIR is liable for the prejudice suffered in case of death or physical injury insofar as the accident that caused the death or the physical injury occurred on its aircraft or during the boarding or disembarking within the meaning of Article 17 of the Montreal Convention.

Insofar as the following does not defeat the other provisions of the General Conditions and whether the Montreal Convention is applicable or not:

- a) IXAIR's liability is limited to the damage occurred during the air carriage,
- b) IXAIR's liability shall not exceed the amount of proved direct damage and IXAIR shall, in no manner, be liable for any indirect damage or any form of non-compensatory damage,
- c) IXAIR cannot, in any manner, be declared liable for the damage resulting from compliance by IXAIR of any legal or regulatory provisions or from non-compliance with these same provisions by a Passenger,
- d) IXAIR is not liable for any disease, injury, handicap, including death of a Passenger due to the physical condition of the Passenger or due to aggravation of this state,
- e) the limitations of liability mentioned in the General Conditions extend to the agents and representations of IXAIR and to the owner of the aircraft used by IXAIR. The amount recoverable from the persons mentioned above shall not exceed the amount of IXAIR's liability,
- f) if the negligence or any other detrimental act of the person who asks for damages or of the person from whom he holds the rights has caused the damage or has contributed to it, IXAIR will be fully or partially exonerated from its liability with respect to this person including in case of death or physical injury according to the law in force,
- g) none of the present provisions imply waiver to IXAIR's exclusion or limitation of liability, that of the owner whose aircraft is used, of their agents or representatives in accordance with the Warsaw Convention and the applicable law.

#### **Provisions applicable to the national and international flights concerning physical injuries**

IXAIR's liability, which is based on Article 17 § 1 of the Montreal Convention, shall be out ruled if it is proved that:

- the death or the physical injuries that occurred result from the Passenger's state of physical or mental health, prior to boarding the aircraft,
- the damage was caused fully or partially by the negligence, by an act or omission detrimental to the person who asks for damages or a person from whom he holds the rights, according to Article 20 of the Montreal Convention of 28 May 1999,

- the damage is not due to the negligence, a detrimental act or omission of IXAIR, its agents and representatives, when the amount of the damage is higher than 113 100 SDR per Passenger according to Article 21 §2 of the Montreal Convention,
- the damage results only from the negligence, another act or omission of a third party when the amount of the damage is less than 113 100 SDR per Passenger according to Article 21 §2 of the Montreal Convention.

The amount of reparable damage:

- in case of death or physical injury of a Passenger is not subject to any limitation. The amount of the reparable damage shall cover the remedy of the damage, as it will be fixed by amicable agreement, by means of expertise or by the competent courts.
- In the framework of these provisions, IXAIR shall indemnify the Passenger only beyond the amounts received by the latter, under the social regime to which it is affiliated and only for the compensatory damages,
- IXAIR reserves the right of appeal or subrogation against any third party,
- The payment in advance under Article 5 of the Regulation no. 889 of 13 May 2002 and Article 28 of the Montreal Convention does not constitute an acknowledgement of liability and these sums may be deducted from the amounts subsequently paid by IXAIR as damages, depending on its liability. This advance is not reimbursable except if it is proved a fault or negligence of the person benefitting from the advance when it is established that this person was not entitled to this advance.

**Provisions applicable to the national and international flights concerning damage to baggage**

a) Special Declaration of Interest

- For any baggage whose value is higher than the limits of liability stipulated by the Montreal Convention, in case of destruction, loss, deterioration or delay, the Passenger may, either personally insure all his baggage before the travel, or at the time of remittal of the baggage to IXAIR, make a Special Declaration of Interest limited to a certain amount. In this case, the Passenger shall pay an additional charge.
- IXAIR reserves the right to verify adequacy of the value declared with the value of the baggage and its content.
- Any Special Declaration of Interest must be made by the Passenger with IXAIR before taking off. IXAIR also has the possibility to limit to a maximum amount the level of declarations that may be made. IXAIR also has the right to bring proof, in case of occurrence of a damage, that the sum declared was higher than the Passenger's real interest on delivery.

b) Exoneration of IXAIR's liability:

- IXAIR shall not be liable for the damage to the Passenger's baggage when such damage results from the nature or the defect of the said baggage itself. If the objects included in the Passenger's baggage are the cause of damage to another person or IXAIR, the Passenger shall indemnify IXAIR for all the losses suffered and expenses incurred as a result.
- IXAIR shall not assume any specific liability, other than those stipulated in the paragraphs below in point c), for any damage and/or loss caused to fragile or valuable objects or improperly packaged, except if the Passenger makes the Special Declaration of Interest stipulated in point a) above and if he has paid the corresponding additional charge.

- IXAIR shall not be liable for the damage caused to all or part of the baggage, due to negligence, a detrimental act or omission of the person asking for damages or the person from whom he holds his rights.

c) Amount of the reparable damage:

- For the checked-in baggage and excluding the acts or omissions with the intention of causing a damage, IXAIR's liability in case of damage will be limited to 1.131 SDR per Passenger. If a higher value was declared under Article a) above, IXAIR's liability will be limited to the declared value unless it can prove that this value is higher than the Passenger's real interest on delivery.
- For the baggage that are not checked-in and admitted in cabin, IXAIR's liability may be engaged only in case of proved fault thereof, its agents or representatives. This liability will then be limited to 1.131 SDR per Passenger.

**Provisions applicable to the national and international flights concerning delays of Passengers or of baggage**

a) Delay in carriage of Passengers

According to the applicable regulations, IXAIR is liable for the prejudice caused by delay in carriage of the Passengers. IXAIR is however not liable for the damage caused by a delay if it is proved that it itself, as well as its employees and agents, took all the measures that could have been reasonably necessary to avoid such damage, or that it was impossible for them to take these measures. IXAIR is also not liable for the damage caused by a delay due to a force majeure event, political instability, weather conditions, strikes or due to a fact attributable to the Passenger.

In case of a damage caused by a delay in carriage of passengers who showed up on time agreed for boarding, IXAIR's liability is:

- limited to 4,694 SDR per Passenger under the terms of the Montreal Convention,
- or limited under the terms of EU Regulation 261/2004 of 11 February 2004 if the departure or destination airport is situated in an EU member state.

No compensation will be due if the delay is attributable to one of the Passengers.

No compensation, other than those stipulated in the Montreal Convention or in the EU Regulation 261/2004 of 11 February 2004 will be due by IXAIR, including any indemnity to compensate any immaterial damage.

In case of delay of more than five hours, the Client may consider the flight as cancelled and may ask for its reimbursement.

b) Delay in carriage of baggage

IXAIR is liable for the damage caused by delay in carriage of a Passenger's baggage. IXAIR is however not liable for the damage caused by a delay if it is proved that it itself, as well as its employees and agents, took all the measures that could have been reasonably necessary to avoid such damage, or that it was impossible for them to take these measures. IXAIR is also not liable for the damage caused by a delay due to a force majeure event, political instability, weather conditions, strikes or due to a fact attributable to the Passenger.

In case of a damage caused by a delay in carriage of baggage, the Carrier's liability is limited to 1,131 SDR per Passenger.

This limit shall not apply if it is proved that the damage was a consequence of an act or omission of IXAIR, its employees or

its agents, committed with the intention to cause the damage or with negligence knowing that a damage might result from it; insofar as in such act or omission of an employee or an agent, it is also proved that such employee or agent was acting in the framework of his official role.

#### **11. CONFIDENTIALITY**

Any documents communicated by IXAIR always remain its property and must be remitted to it on simple request. They cannot be communicated or used without prior, express, written permission from IXAIR.

#### **12. PERSONAL DATA**

None of the Parties acts as the sub-contractor of the other Party under the Carriage Contract or Chartering Contract, for handling of Personal Data.

In the framework of the Carriage Contract or Chartering Contract, one Party may have access to Personal Data of individuals communicated by the other Party, notably that of the Passengers (the "Concerned Persons"), that he may process as responsible for processing, to pursue his legitimate interest in the framework of the proper performance of the Carriage Contract or Chartering Contract (the "Processing").

It is for each Party to inform the Concerned Persons, of whom he has communicated the Personal Data, of the Processing by the other Party as well as the provisions of the present Article.

Each Party undertakes to comply with all the obligations under his responsibility under the Regulation on Data Protection.

The Personal Data are kept by each Party for the duration of the Carriage Contract or Chartering Contract increased by the statutory limitation period.

The Personal Data is intended for the internal services of each Party, their service providers (ground-handling services ...) or for the authorities on judicial requisition. Each Party undertakes that his collaborators and more generally any person that he shall authorise to process the Personal Data is subject to an obligation of confidentiality and to get respected with respect to the Concerned Persons, their right of opposition due to their particular situation, of access, rectification, deletion and limitation. In case of a litigation, the Concerned Persons may also refer the matter to the CNIL.

The responsible for Personal Data with IXAIR who may be contacted at the following address:

IXAIR  
Direction Administrative et Financière  
8 Rue Henri Lossier  
93350 AEROPORT DU BOURGET

#### **13. LITIGATION**

The claims and any contestation relating to the interpretation or performance of the General Conditions or performance of the Service will be governed by French law and will be under exclusive jurisdiction of the registered office of the IXAIR.