

AIR SERBIA

GENERAL CONDITIONS OF CARRIAGE - AUSTRIA

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1. Abbreviations and definitions

WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

AIRLINE DESIGNATOR CODE - means the two-characters or three letters which identify particular air carriers.

AUTHORISED AGENT - means a natural or legal person that is authorised by Air Serbia to represent Air Serbia in the sale of Tickets for its services.

BAGGAGE - means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

BAGGAGE CHECK - means those portions of the Ticket which relate to the carriage of your Checked Baggage.

BAGGAGE IDENTIFICATION TAG - means a document issued solely for identification of Checked Baggage.

CARRIER - means an air carrier other than Air Serbia, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

CHECKED BAGGAGE - means Baggage of which Air Serbia has taken custody and for which Air Serbia has issued a Baggage Check.

CHECK-IN DEADLINE - means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

CODE SHARE - means carriage by air operated by another Carrier as indicated in the Ticket.

CONDITIONS OF CONTRACT - means those terms and conditions applicable to your contract of carriage, including, in particular, the fare rules and these Conditions of Carriage.

CONJUNCTION TICKET - means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

CONVENTION - means the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

COUPON - means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named Passenger to travel on the particular flight identified on it.

DAMAGE - includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by Air Serbia.

DAYS - means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and

provide further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

ELECTRONIC COUPON - means an electronic flight coupon or other value document held in Air Serbia database.

ELECTRONIC TICKET - means the Itinerary / Receipt issued by Air Serbia or on Air Serbia's behalf, the Electronic Coupons and, if applicable, a boarding document.

FLIGHT COUPON - means the portion of the Ticket that bears the notation "good for passage", or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

FORCE MAJEURE - means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

ITINERARY/RECEIPT - means a document or documents Air Serbia issues to Passengers travelling with Electronic Tickets that contains the Passenger's name, flight information and notices to the Passenger.

PASSENGER - means any person, carried or to be carried on board of an aircraft pursuant to a Ticket.

PASSENGER COUPON or PASSENGER RECEIPT - means the portion of the Ticket issued by Air Serbia or on Air Serbia's behalf, which is so marked and which ultimately is to be retained by you.

SDR - means a Special Drawing Right as defined by the International Monetary Fund.

STOPOVER - means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

TARIFF - means the published fares, charges and conditions applying to those fares.

TICKET – means the document issued by Air Serbia or Air Serbia's authorized agent in which the Passenger's name/surname and flight route are specified, and includes an Electronic Ticket.

UNCHECKED BAGGAGE - means any of your Baggage other than Checked Baggage.

2. Applicability

2.1 GENERAL

These Conditions of Carriage apply only on those flights, or flight segments, where Air Serbia name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment - provided that the Passenger is a consumer and Austrian resident and that the place of departure or arrival of the flight in question is located within the territory of Austria.

2.2 CHARTER OPERATIONS

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

2.3 CODE SHARES

On some services, Air Serbia has arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with Air Serbia and hold a ticket where Air Serbia's name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply, Air Serbia will advise you of the carrier operating the aircraft at the time you make a reservation.

2.4. INTERLINING

These conditions of carriage do not apply to flights that do not bear the Airline Designator Code "JU" even where the ticket was issued by us. In that case we are not the Air carrier, but act as intermediary between you and the carrier whose Airline Designator Code appears on the ticket.

3. Tickets

3.1 GENERAL PROVISIONS

We provide carriage only to the passenger named on the ticket when a confirmed booking exists. We reserve the right to deny carriage if the passenger is unable to verify his/her identity.

Air Serbia reserves the right to check the Passenger's identity, and to, in particular, require you to provide an internationally accepted identification document that complies with travel requirements of the country of arrival.

A Ticket is not transferable.

Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

If you have a Ticket, which is completely unused, and you are prevented from travelling due to Force Majeure within your sphere, provided that you promptly advise Air Serbia and furnish evidence of such Force Majeure, Air Serbia will provide you with a credit voucher in the amount of the ticket value for future travel on Air Serbia's flights, subject to deduction of the administration fee stated in the fare rules, which are provided to you during the booking process. This option is provided regardless of any other entitlements you might have under applicable laws and is not intended to limit or replace any such entitlements.

The Ticket is and remains at all times the property of the issuing carrier.

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

3.2 PERIOD OF VALIDITY

Except as otherwise agreed upon in the contract of carriage, in particular based on these Conditions of Carriage or on the Tariffs applicable to specific Ticket categories (which may limit

the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:

1. one year from the date of issue, or
2. one year from the planned commencement of travel, providing this is within one year after the date of issue of the ticket.

If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, Air Serbia may extend the period of validity until the date on which you become fit to travel or until Air Serbia's first available flight thereafter from the point at which the journey is resumed, provided that space is available in the class of service for which the fare has been paid. Such illness must be evidenced by a medical certificate. When the remaining flight coupons in the Ticket, or, in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the period of validity of such Ticket may be extended for not more than three months from the date stated in such certificate. In such circumstances, Air Serbia will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. This also applies in the event of a death in the immediate family of a Passenger who has commenced travel, with regards to their Tickets and those of their immediate family who are accompanying the Passenger. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

3.3 COUPON SEQUENCE AND USE

The fare of the Ticket you have purchased has been calculated based on the specific itinerary as shown on the Ticket, including the place of departure, any Agreed Stopping Places and the final destination. The specific itinerary forms an essential part of the contract of carriage concluded between Air Serbia and you.

If you are intentionally and for the purpose of circumventing our fare rules not using all flight coupons contained in a Ticket or do not use them in the sequence specified in the ticket, the Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket. The fare will be recalculated to reflect the fare that would have applied on the original day of purchase for a Ticket under the same fare conditions for the itinerary actually flown. Such recalculation may result in a fare that is higher or lower than the fare actually paid by you and may therefore lead to us either charging or refunding the difference. Upon request, we will inform you in advance of the applicable fare.

Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to Air Serbia Tariff and the availability of space on the flight requested.

4. Fares, Taxes, Fees and Charges

4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with Air Serbia's Tariff in effect on the date you purchase your Ticket for travel on the specific dates and itinerary shown on the Ticket.

4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. Before you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, which will be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay the corresponding amount. The same applies to new taxes, fees or charges imposed after the Ticket has been issued. If any taxes, fees or charges, which you have paid to Air Serbia are abolished or reduced you will be entitled to claim a refund.

5. Reservations

5.1 RESERVATION REQUIREMENTS

Air Serbia or Air Serbia's Authorised Agent will record your reservation(s). Upon request, Air Serbia will provide you with written confirmation of your reservation(s).

5.2 TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by Air Serbia or Air Serbia's Authorised Agent, Air Serbia may cancel your reservation.

5.3 PERSONAL DATA

We hereby recognize that Passengers will be given separate Privacy Notice informing them in more detail of the processing their personal data each time they are booking and purchasing a Ticket.

You recognize that personal data has been given to Air Serbia for the purposes of making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. Air Serbia will retain and use such data and transmit it to Air Serbia's offices, Authorised Agents, government agencies, other carriers or the providers of the abovementioned services.

5.4 SEATING

Air Serbia will endeavour to honour advance seating requests. Air Serbia reserves the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary in particular for safety or security reasons.

6. Check - In and Boarding

Check-in Deadlines are different at every airport and Air Serbia recommends that you inform yourself about these Check-in Deadlines and comply with them. Your journey will be smoother if you allow yourself enough time to comply with the Check-in Deadlines. Air Serbia reserves the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated due to circumstances within your control. Air Serbia or Air Serbia Authorized Agents will advise you of the Check-in Deadline for your first flight on Air Serbia. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for Air Serbia flights can be found in our timetable, or may be obtained from Air Serbia or Air Serbia's Authorized Agents.

You must be present at the boarding gate no later than the time specified by Air Serbia when you check-in. Air Serbia will not be liable for any loss or expense incurred due to your negligent

or intentional failure to comply with the provisions of this Article. This limitation of liability does not apply to cases of personal injury or where damage has been caused by Air Serbia's or its agents' willful misconduct or gross negligence. This Article shall not limit any rights granted to passengers under Regulation (EC) 261/2004.

7. Refusal and Limitation of Carriage

7.1 RIGHT TO REFUSE CARRIAGE

Air Serbia may refuse to carry you or your Baggage if one or more of the following have occurred:

- Such action is necessary in order to comply with any applicable laws, regulations, or orders given by relevant authorities; or
- The carriage of you or your Baggage may endanger the security, safety or health, of other Passengers or crew members; or
- Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Passengers, to crew, or to property; or
- You have, on a previous flight, violated applicable safety or security regulations or the rules governing air travel and passenger conduct during check-in, embarkation, on board the aircraft, or disembarkation, and Air Serbia has reason to believe that such conduct may be repeated; or
- You have refused to submit to a security check of yourself or your Baggage or have been identified as a security and safety threat by the relevant staff conducting the security check.; or
- Air Serbia has been informed (orally or in writing) by immigration or other authorities of the country to which you are travelling or through which you may intent to transit, or of a country in which you have a Stopover planned, that you will not be permitted entry to such country even if you have valid travel documents; or
- You have not paid the applicable fare, taxes, fees or charges before the check-in window is closed; or
- In case you do not have valid travel documents, use forged documents, request entry into a country through which you are allowed to transit only, or into a country for which you do not have valid travel documents, or if you destroy your travel documents during the flight; or
- You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than Air Serbia or Air Serbia's Authorised Agent, has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket; or
- You have failed to comply with the requirements set above concerning coupon sequence and use, or you present a Ticket which has been issued, mutilated or altered in any way, other than by Air Serbia or Air Serbia's Authorised Agent, that makes it impossible to

read the essential information (such as the name of the passenger, the flight number and flight date) and you were not able to prove by other acceptable means (boarding pass or valid travel document that can be verified against information in the system) that a contract of carriage for the flight in question has been concluded between Air Serbia and you; or

- You fail to observe Air Serbia's instructions with respect to safety or security; or
- You have not obeyed the instructions of our ground staff or members of the crew of the aircraft relating to safety or security; or
- You have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft prior to or during any of the operations of embarkation on your flight, or on board of the aircraft before take-off; or
- You have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft; or
- You made, or attempted to make, a bomb hoax, hijack threat or any other security threat; or
- You failed to observe the non-smoking rule on board our aircraft or used forbidden electronic equipment on board ; or
- You have committed a criminal offence during check-in or at any stage of embarkation or disembarkation from, or on board the aircraft before take-off, or while using any service provided by Air Serbia.

7.2 SPECIAL ASSISTANCE

The acceptance for carriage of unaccompanied children, passengers with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with Air Serbia.

8. Baggage

8.1 FREE BAGGAGE ALLOWANCE

Based on the type of Ticket you chose, you may carry some Baggage free of charge, subject to Air Serbia's conditions and limitations, which are available upon request from Air Serbia or Air Serbia's Authorised Agents and are available in the GDS (Global Distribution System).

8.2 EXCESS BAGGAGE

You may carry additional Baggage in excess of the free baggage allowance, subject to payment of an additional charge. The applicable charge will be communicated to you by Air Serbia upon request.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

You must not include in your Baggage:

Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.

Items for which carriage is prohibited by applicable laws, regulations or orders of any state to be flown from or to.

Items, which are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or which, are fragile or perishable having regard to, among other things, the type of aircraft being used,. Such items are specified in the "Dangerous Goods Regulations" of the ICAO (International Civil Aviation Organization) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the IATA (International Air Transport Association) Dangerous Goods Regulations and our own transport regulations (further information is available on request and on our website [Restricted items in baggage | Air Serbia](#)).

Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded and, where applicable, secured with an appropriate safety device, and must be suitably packed. The carriage of ammunition is subject to the applicable ICAO Technical Instructions and IATA Dangerous Goods Regulations.

Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage only with the prior approval of Air Serbia, but will not be permitted in the cabin of the aircraft.

Checked Baggage should not include money, jewelry, precious metals, computers, personal electronic devices, stocks, bonds or other securities, business documents, passports or other personal documents, and samples.

For more detailed information go to [Baggage | Air Serbia](#)

8.4 RIGHT TO REFUSE CARRIAGE OF BAGGAGE

Air Serbia will refuse to carry as Baggage the items described above and may refuse further carriage of any such items upon discovery.

Air Serbia may refuse to carry Baggage that is not properly and securely packed in suitable containers. Information about packing and containers unacceptable to Air Serbia is available upon request.

8.5 RIGHT OF SEARCH OF PASSENGERS AND BAGGAGE

For reasons of safety and security, Air Serbia may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described above or any firearms, ammunition or weapons, which have not been presented to Air Serbia. If you are unwilling to comply with such request, Air Serbia may refuse to carry you and your Baggage.

8.6 CHECKED BAGGAGE

Upon delivery of your Baggage to Air Serbia for check-in, Air Serbia will take custody of such Baggage and issue a Baggage Identification Tag for each piece of Checked Baggage.

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

Air Serbia will try, as much as reasonably possible, to carry your Checked Baggage on the same aircraft as you, however, in particular for safety or security reasons it may be necessary to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight, Air Serbia will deliver it to you, unless you are required to be present for customs clearance.

8.7 UNCHECKED BAGGAGE

Air Serbia may specify maximum limits for the number, dimensions and weight of Baggage permitted in the cabin of the aircraft. If Air Serbia has not specified such limits, Baggage brought into the cabin must fit under the seat in front of you or in the enclosed storage compartment above your seat. If your Baggage does not comply with these requirements, it must be carried as Checked Baggage and you may be required to pay an additional fee.

If the Baggage you wish to take with you into the cabin does not comply with these conditions, it must be carried as Checked Baggage.

Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements above will only be accepted for carriage in the cabin if you have given Air Serbia advance notice and Air Serbia has granted its approval. You may have to pay an additional charge for this service.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

You are required to collect your Checked Baggage as soon as it is made available at destination or Stopover. If you fail to comply with this obligation, Air Serbia is entitled to store the Baggage at your cost and risk or to have it stored by third parties.

Air Serbia shall be liable for damage to uncollected Baggage during storage only in cases of willful misconduct or gross negligence on its part or on the part of its agents. Liability for slight negligence is excluded.

If you do not collect the Baggage within a period of three months from the date of the flight and do not respond to a collection notice sent to your last known contact address, Air Serbia is entitled to realize (dispose of) the Baggage in order to cover its costs (in particular storage and administrative costs). Any surplus proceeds shall be made available to you.

Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

If a person claiming Checked Baggage is unable to produce the Baggage Receipt or identify the Baggage by means of a Baggage Identification Tag, Air Serbia will deliver the Baggage to such person only on condition that he or she proves his or her right to receive the Baggage.

8.9 CARRIAGE OF ANIMALS

Dogs, cats and other pets may only be carried with prior approval of Air Serbia and subject to an additional charge. Such carriage shall be subject to the following conditions:

You must ensure that the animal is properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit.

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

Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance.

A Passenger travelling with an animal is solely responsible for (i) the safety, health, welfare and behaviour of their animal, including the animal's interaction with other Passengers and crew members while on board the aircraft or in the gate area; (ii) compliance with all applicable government laws, regulations and requirements in force in the country, state or territory from and/or to which the animal is being transported and/or in which the passenger has a stopover (in particular for required health certificates, approvals and vaccinations), as well as any costs or consequences arising from your failure to comply with these laws and regulations (including the animal being placed in quarantine upon arrival).

9. Refunds

9.1 GENERAL

This Article 9 only applies to refunds made based on the specific Tariff you chose when purchasing the ticket and concluding the contract of carriage. Such refunds will be made in accordance with this Article 9 and the Tariffs applying to the specific ticket category you purchased and of which you have been informed of before concluding the contract of carriage. This clause does not affect any claims or damages to which you are entitled in the event of performance disruptions.

There are fares that are:

- non-refundable,
- refundable upon payment of a penalty fee, and
- fully refundable

Except as otherwise provided, Air Serbia shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that a refund restriction applies, Air Serbia shall make the refund only to the person who paid for the Ticket or to that person's order.

Refunds will only be made upon surrender to Air Serbia of the Ticket and all unused Flight Coupons.

9.2 RIGHT TO REFUSE REFUND

Air Serbia may refuse a refund based on the specific Tariff purchased, where application is made more than one year after the expiry of the validity of the Ticket, which is defined in Article 3.2 of these General Conditions of Carriage.

Air Serbia will not refund a Ticket that has been submitted to Air Serbia or government authorities as proof of your intention to leave the country, unless you prove that you are in possession of a permission to stay in the country or that you will leave the country with another carrier or by other means of transport.

9.3 CURRENCY

Air Serbia reserves the right to make a refund to the same form of payment used during purchase and the same currency used to pay for the Ticket. In case of expired credit cards, Passengers should provide the bank account data required for completing the refund process.

9.4 REFUNDS AT YOUR TRAVEL AGENCY

In the case of tickets booked via a travel agency, the amount refunded may differ from the amount paid by you to the travel agency due to fees that the travel agency has charged. We therefore recommend that you contact the travel agency and have the amount refunded there.

10. Conduct Aboard Aircraft

10.1 GENERAL

If you conduct yourself aboard the aircraft in a way that endangers the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or you behave in a manner that causes discomfort, inconvenience, damage or injury to other passengers or the crew, Air Serbia may take measures to prevent continuation of such conduct. You may be disembarked and refused onward carriage at any point of the itinerary and may be prosecuted for offences committed on board the aircraft.

10.2 ELECTRONIC DEVICES

For safety reasons, Air Serbia may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptops, tablets, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

10.3 NO SMOKING FLIGHTS

Smoking on board the aircraft of any Air Serbia flight is strictly prohibited.

11. Arrangements for Additional Services

If Air Serbia makes arrangements for you with any third party to provide any services other than carriage by air, or if Air Serbia issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental etc., in doing so Air Serbia acts only as your agent. The contract is made directly between you and the relevant third party. Air Serbia is not a party to this contract.

Reservations for any of the services are made with the respective service providers. Air SERBIA is not responsible for the terms and conditions of these reservations or purchase agreements made with the respective service providers. The contract for your service is booked directly with our partner companies and is separate from the Air SERBIA flight reservation.

12. Administrative Formalities

12.1 GENERAL

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

We reserve the right to refuse carriage to you if you do not comply with these requirements, or if your travel documents are forged.

12.2 TRAVEL DOCUMENTS

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

12.3 PASSENGER'S RESPONSIBILITY FOR REFUSAL OF ENTRY, FINES, DETENTION COSTS ETC.

If Air Serbia is required to pay a fine or penalty due to you being refused entry into any country, you shall, at Air Serbia's first request, reimburse any such fines or penalties. If Air Serbia is obliged to transport you to another country as a result of such refused entry, you shall be responsible to pay the applicable fare for such transport and the fare collected for carriage to the point of refused entry will not be refunded by Air Serbia. You may be liable for additional damages incurred by Air Serbia; nothing in this Article shall be construed as limiting Air Serbia's rights to claim any damages from you.

If Air Serbia is required to pay a fine or penalty due to your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall, at Air Serbia's first request, reimburse any such fines or penalties. For this purpose, Air Serbia may use any amount paid to it for unused carriage or any of your funds in Air Serbia's possession. You may be liable for additional damages incurred by Air Serbia; nothing in this Article shall be construed as limiting Air Serbia's rights to claim any damages from you.

12.5 CUSTOMS INSPECTION

Please note that, at the request of the competent (customs) authorities, you must be present when your checked and unchecked baggage is inspected by these authorities. This is a government responsibility that is not part of the transport contract concluded with us. We are therefore not responsible for any damage that you incur as a result of your baggage being checked by the competent (customs) authorities or due to non-compliance with the request of these authorities.

12.6 SECURITY INSPECTION

You shall submit to security checks by Governments, airport officials, Carriers or by Air Serbia.

13. Liability for Damage

Transport is subject to the liability regime of the Convention, which was implemented in the European Community by Regulation (EC) No. 2027/97 in the version amended by Regulation (EC) No. 889/2002 and the national legislation of the member states.

Please find below the information regarding the Convention as required by Regulation (EC) No 889/2002; this information complies with the Annex of this Regulation: *Air carrier liability for passengers and their baggage*

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

1. *Compensation in the case of death or injury*
There are no financial limits to the liability for passenger injury or death. For damages up to 151 880 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
2. *Advance payments*
If a passenger is injured or killed, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 000 SDRs (approximate amount in local currency).
3. *Passenger delays*
In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 6 303 SDRs (approximate amount in local currency).
4. *Baggage delays*
In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1 519 SDRs (approximate amount in local currency).
5. *Destruction, loss or damage to baggage*
The air carrier is liable for destruction, loss or damage to baggage up to 1 519 SDRs (approximate amount in local currency). In the case of checked baggage, the air carrier is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

6. *Higher limits for baggage*

If the value of baggage exceeds the applicable liability limit determined by Montreal Convention, passenger is strongly advised to fully insure it before traveling.

7. *Complaints on baggage*

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

8. *Liability of contracting and actual carriers*

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

9. *Time limit for action*

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

10. *Basis for the information*

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

Air Serbia's liability for damages to property caused by slight negligence is excluded. This limitation of liability does not apply to personal injury, nor to other damages caused by gross negligence or willful misconduct by Air Serbia or a person for whom Air Serbia is responsible. Mandatory liability provisions, in particular those of the Convention (as outlined above), remain unaffected by this clause.

The contract of carriage, including these Conditions of Carriage and all the exclusions or limitations of liability contained therein, shall also apply to and for the benefit of Air Serbia's authorized agents, servants, employees and representatives, insofar as these persons are acting within the scope of their respective duties and are directly held liable for damages by a Passenger based on the contract of carriage. Such exclusions and limitations shall not apply in the event of personal injury or where the damage has been caused by Air Serbia's or its agents' willful misconduct or gross negligence.

Nothing in these Conditions of Carriage shall be regarded as a waiver of any exclusion or limitation of Air Serbia's liability under the Convention or applicable laws unless otherwise expressly stated.

14. Governing Law

These Conditions of Carriage and any contract of carriage to which these Conditions of Carriage apply shall be governed by and construed in accordance with the laws of Serbia.

15. Alternative Dispute Resolution

Regardless of whether the booking is made online or by another method, consumers may appeal to one of the following organizations for alternative dispute resolutions:

For Serbia: Civil Aviation Directorate of the Republic of Serbia: <https://cad.gov.rs/?lang=en> is the competent body of the Republic of Serbia that, in accordance with EU regulations, ensures effective application of provisions of the Law on Obligations and the Basics of Property Relations in Air Transport (hereafter: the Law), concerning rights of passengers in air transport, informs passengers of their rights guaranteed by the Law in the event of denied boarding, cancellation or long delay of flights.

For Austria:

The Austrian national enforcement body for rights granted under Regulation (EC) No. 261/2004 is the Agentur für Passagier- und Fahrgastrechte (APF), Linke Wienzeile 4/1/6, 1060 Vienna, Austria (+43 1 5050 707 740, www.apf.gv.at).