

**GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE  
Oy Air Finland Ltd.**

These general conditions of carriage for passengers and baggage are the only conditions of carriage binding upon Oy Air Finland Ltd. Other airlines have issued their own conditions of carriage, which may differ from these conditions and apply to the carriage of the airlines, which have issued the conditions.

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ARTICLE 1

DEFINITIONS

AGREED STOPPING PLACES mean places other than place of departure and place of destination which have been stated in the flight document or in the time table of Air Finland as scheduled stopping places on the route.

AIR FINLAND. Oy Air Finland Ltd is a Finnish airline based in Helsinki.

AIRLINE means Air Finland.

AIRLINE DESIGNATOR CODE means the code, which identifies Air Finland.

**AUTHORIZED REPRESENTATIVE** means a sales representative, which Air Finland has nominated as their representative in order to sell services by air carriage to passengers.

**BAGGAGE IDENTIFICATION TAG** means a document, which Air Finland uses, solely for identification of checked baggage.

**BAGGAGE CHECK** means those portions of the flight document, which relate to the carriage of passenger's checked baggage.

**BOARDING CARD** means a document issued at check-in for boarding the flight.

**CHECKED BAGGAGE.** Baggage of which Air Finland takes custody.

**CONVENTION** means whichever of the following instruments are applicable the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention) or the aforementioned Convention amended at the Hague on 28 September 1955 and Guadalajara Supplementary Convention on 18 September 1961.

**DAMAGE** means death of a passenger, bodily injury to a passenger or other personal damage and loss, partial loss, damage, destruction or delay of baggage arising out of or in connection with carriage.

**FLIGHT DOCUMENT** means a document printed on paper in a travel agency containing the passenger's name, flight information and reservation number or information about the client's purchase sent via the web shop by email or by post to the address given by the client, containing the passenger's name, flight information and reservation number. The passenger is issued a boarding card at the airport when he presents his flight document.

**PASSENGER** means any person, except the members of the crew, carried or to be carried in an aircraft with the consent of Air Finland or other carrier.

**RESERVATION NUMBER** means a series of numbers, in the flight document, which the passenger receives in connection with the purchase, made in the web shop. Against the series of numbers the passenger receives a boarding card for the flight.

**SPECIAL DRAWING RIGHT (SDR)** means a special drawing right as defined by the International Monetary Fund (IMF). Special drawing right is converted into Euros in accordance with the method valuation applied by the IMF on the date of the decision concerning the compensation to be paid.

**STOPOVER** means a stop of the journey at a point between the place of departure and the place of destination, which the passenger intentionally makes.

**TERMS OF AGREEMENT** mean terms and information written in the flight document or issued with it and these general conditions of carriage.

**THE INTERNAL REGULATIONS OF THE AIRLINE** mean other regulations than those included in these conditions of carriage for passengers and baggage, which the airline has issued, and are valid at the time the flight document is issued.

**UNCHECKED BAGGAGE.** Baggage which is in the custody of the passenger.

**WEB PURCHASE** means the purchase of flights in Air Finland's Internet service.

## ARTICLE 2

### APPLICABILITY

## 2.1. General

These conditions of carriage apply to all carriage by air of passengers, baggage and cargo carried out by Air Finland.

## 2.2. Overriding Laws

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

## 2.3. Conditions prevail over regulations

Air Finland may apply other internal regulations to carriage. In the event of inconsistency between them and these conditions of carriage, these conditions of carriage shall prevail.

# ARTICLE 3

## FLIGHT DOCUMENT

### 3.1. Valid flight document

3.1.1. Air Finland provides carriage only to the passenger named in the valid flight document. When purchasing a flight the passenger receives a flight document either from the travel agency or in connection with the web purchase. The flight document contains the name of the passenger, destination, schedule of the flight/s and the reservation number. Against the flight document passenger receives a boarding card for the flight. A passenger is not entitled to be carried if he does not present a valid flight document with his own name on it. In addition, a passenger is not entitled to be carried if the flight document presented is mutilated or has been altered otherwise than by Air Finland or an authorized representative.

3.1.2. The flight document is not transferable. If the flight document is presented by someone else than the person entitled to be carried there under or to a refund in connection therewith, Air Finland is not liable to the person so entitled if Air Finland in good faith has provided carriage or made a refund to the person presenting the flight document.

3.1.3. Air Finland has the right to require the passenger to provide an appropriate identification in order to identify the passenger.

In case the flight document is lost, stolen or mutilated, or part thereof, or the passenger cannot present the flight document Air Finland will replace such flight document, or part thereof, by issuing a new one provided there is evidence, readily ascertainable at the time, that the flight document valid for the flight/s in question was duly issued and the passenger signs an agreement committing himself to reimburse Air Finland or the carrier for all possible costs and losses for misuse of the flight document.

When this is not the case Air Finland may require the passenger to pay up to the full price for a replacement travel document, subject to refund, if and when Air Finland is satisfied that the original flight document has not been used before the expiry of this validity. Air Finland may levy reasonable expenses for this service from the passenger. If the original flight document is found before the expiry of its validity, the passenger is committed to return it immediately to Air Finland.

### 3.2. Period of validity

3.2.1. Except as otherwise stated in the flight document or in these conditions of carriage, the ticket is valid on the travel dates the passenger has reserved in advance.

3.2.2. If the passenger is prevented from traveling within the period of validity of the flight document because at the time Air Finland cannot provide a seat to the passenger on the flight or Air Finland cancels the flight, the validity of the passenger's flight document will be extended until the first possible flight to the destination in the flight document. The flight document can also be refunded in accordance with Article 10.

3.2.3. In the event of death of a passenger en route, the flight documents of the persons accompanying the passenger may be modified by extending the validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's flight document and those of his immediate family who are accompanying the passenger may likewise be modified. 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. Air Finland's contact information

Instead of the name Air Finland the flight document may contain the airline designator code or another abbreviation. The address of Air Finland shall be deemed to be the airport of departure, which has been stated in the flight document.

## ARTICLE 4

### FARES AND CHARGES

#### 4.1. General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and transportation between cities, towns or other places.

#### 4.2. Applicable fares

Air Finland publishes or in some other way informs about all its fares. The fare includes the flight or the flights from the point of origin to the point of destination entered into the flight document. Fares will be calculated in accordance with the tariffs in effect on the date of payment or the date of departure. Changing the itinerary, date or length of the journey may affect the fare to be paid.

#### 4.3. Taxes and charges

Any applicable taxes, fees or charges imposed by Government or other authority, or by the operator of an airport, shall be payable by the passenger. They have been initially included in the fare stated in 4.2. If a new tax, fee or charge is introduced after the passenger has paid for the flight document and before the date of departure entered into the flight document, Air Finland will charge the passenger such tax, fee or charge.

#### 4.4. Currency

Fares, taxes, fees and charges are payable in any currency acceptable to Air Finland. If the fare or charge is paid in currency other than the currency of the country in which the fares and charges have been published and in which the payment is made Air Finland determines the exchange rate in accordance with its internal regulations.

## ARTICLE 5

### RESERVATIONS

### 5.1. Reservation requirements

Reservations are not confirmed until recorded as accepted by Air Finland or authorized representative.

Depending on Air Finland's internal regulations the journey has conditions which limit or exclude the passenger's right to change or cancel reservations.

### 5.2. Confirming reservation

Air Finland deems the reservation confirmed when the passenger has paid all the fares and charges in full.

### 5.3. Personal data

The passenger authorizes Air Finland, within the limits of the law, to retain his personal data which has been given to Air Finland for the purposes of making a reservation, purchasing a flight document, obtaining ancillary services, developing and providing services and facilitating immigration in connection with travel. For these purposes Air Finland has a right to retain and use such data and transmit it to its own offices, authorized representatives, authorities and other carriers or the providers of the above mentioned services.

### 5.4. Seating

Air Finland will endeavour to keep the predetermined seating arrangements. However, the airline does not guarantee to provide any particular seat in the aircraft and reserves the right to change the seating. The seats can be reassigned even after boarding the aircraft. Reassigning is based on operational, flight or other safety factors.

### 5.5. Reconfirmation of reservations

Air Finland has the right to require reconfirmation of the return flight in accordance with its internal regulations and the time limits that have been specified in them. If reconfirmation is necessary, Air Finland notifies the passenger of that. Failure to comply with such reconfirmation requirement may result in cancellation of any onward or return reservations.

## ARTICLE 6

### CHECK-IN

6.1. The passenger must have completed the check-in process sufficiently in advance of flight departure to permit completion of any formalities and departure procedures and not later than any minimum time specified by Air Finland.

6.2. Air Finland is entitled to cancel the space reserved for the passenger if he has not checked-in in time, if he fails to arrive at the boarding gate in time or appears improperly documented.

6.3. Air Finland will not be liable to the passenger for any loss or expense incurred due to the failure to comply with the provisions of this article.

## ARTICLE 7

### REFUSAL AND LIMITATION OF CARRIAGE

7.1. In accordance with applicable laws, regulations and orders and when required by flight safety Air Finland has the right to refuse to carry a passenger and their baggage or to remove them from

the aircraft. The following examples are situations in which Air Finland may refuse to carry a passenger or their baggage. The list of examples is not exhaustive:

The Carrier has notified the passenger in writing that Carrier would not at any time after the date of such notice carry the passenger on his flights: or in the event of one or more of the following situations:

- a) if a passenger or a piece of baggage endangers the flight safety or safety of the other passengers;
- b) if a passenger is intoxicated by alcohol or drugs to the extent that he presents a threat to flight safety or the safety and comfort of the other passengers;
- c) if a passenger is a deportee, has been arrested or refused entry into the country and their carriage would present a hazard to the safety of the aircraft or people in it;
- d) if the conduct, age, mental or physical state of a passenger is or appears to be such that,
  - 1.) he requires special assistance that cannot be provided by the airline,
  - 2.) he presents a threat to his own or the other passengers safety;
- e) if the passenger does not comply with Air Finland's rules and regulations concerning safety and carriage;
- f) if the passenger shows verbally, or otherwise conducting inappropriately, indifference or presents a threat to flight safety;
- g) if the passenger has refused a security check conducted by authorities or the airline;
- h) if the passenger does not have a valid travel documents;
- i) if the passenger seeks to enter into a country he is in transit and he does not have the necessary documents for entry;
- j) if a passenger loses or destroys his travel documents;
- k) if a passenger has acquired his flight document unlawfully;
- l) if the flight document has been reported as being lost or stolen or is a counterfeit or otherwise suspicious;
- m) if the flight document has not been used in the appropriate sequence, that is, the passenger commences the journey that any stopover or agreed stopping place;
- n) if the passenger cannot prove he is the person entitled to be carried according to the flight document;
- o) if the passenger has committed any of the aforementioned acts or offences and Air Finland has reason to believe such conduct may be repeated;
- p) if the passenger has been notified in writing that Air Finland would not at any time after the date of such notice carry the passenger on its flights.

7.2. Acceptance for carriage of incapacitated persons, unaccompanied minors, pregnant women, persons with an illness or persons who require special assistance is subject to prior arrangement with Air Finland. The carriage of these people will not be refused solely on the basis of their condition.

## ARTICLE 8

### BAGGAGE

#### 8.1. Free baggage allowance

A passenger can carry a certain amount of baggage free of charge subject to the conditions and limitations of Air Finland. The amount can be stated as a number of pieces or as a weight limitation or combination of these. Air Finland informs the passengers in further detail about the limitations and conditions in different flights upon request.

#### 8.2. Excess baggage

If baggage in excess of the free baggage allowance is accepted for carriage, a passenger will be required to pay a charge specified by Air Finland for that excess baggage. Information about the charge can be obtained from Air Finland and authorised representatives. The airline cannot guarantee that the excess baggage will be carried on the same flight as the passenger and his baggage free of charge.

#### 8.3. Items unacceptable as baggage

It is forbidden to carry dangerous goods in an aircraft. Items which are likely to endanger the aircraft or persons or property on board the aircraft are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO-TI) and in the regulations of Air Finland.

A passenger cannot carry in their baggage:

- a) such goods, liquids or other substances that may present a danger to the health, safety or property of the persons carried on board the aircraft. Such goods include explosives, gasses, corrosives, radioactive material, inflammable substances, poisons and other irritants. This list is not exhaustive. Further information can be obtained from Air Finland;
- b) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
- c) items which in the reasonable opinion of the airline are unsuitable for carriage because they are dangerous or unsafe or unsuitable by reason of their weight, size, shape or character;

As opposed to the prohibition above, a passenger is allowed to carry the following in accordance with the instructions of Air Finland and with their approval:

- a) alcoholic beverages containing over 24% but not exceeding 70% alcohol by volume when packed in receptacles of less than 5 litres;
- b) non-radioactive medical or toilet articles (including aerosols, hair sprays, perfumes, medicines containing alcohol). The substance contained by a single article must not exceed 0,5 kilograms or 0,5 litres and the net quantity of the articles must not exceed 2 litres or 2 kilograms;
- c) safety matches or lighter for the person's own use and when carried on him. "Strike anywhere" matches, lighters containing unabsorbed liquid fuel other than liquefied gas, lighter fuel and lighter refills are not permitted;
- d) radioisotope cardiac pacemakers;
- e) wheelchairs or other battery-powered mobility aids (non-spillable battery, battery containing liquid). The carriage of the wheelchair is subject to the approval of Air Finland;

f) a small medical or clinical thermometer containing mercury. The thermometer must be in its protective case;

g) sporting weapons and ammunition to passenger's personal use can be carried as checked baggage. The sporting weapons must be unloaded and carried in a cargo compartment, which is inaccessible to passengers. The quantity of weapons and ammunition must not exceed 5 kilograms gross mass per person. The ammunition must be securely boxed. Explosive or incendiary projectiles must not be carried. The sets carried by different passengers must not be combined into one or several packages. The carriage of weapons and ammunition is subject to the approval of Air Finland.

h) antique weapons, swords, knives and other similar items may be carried as checked baggage in a cargo compartment which is inaccessible to passengers.

Further information about the carriage of baggage can be obtained from Air Finland and authorised representatives.

#### 8.4. Checked baggage

Upon delivery of baggage which a passenger wishes to check, Air Finland will take custody of and issue a baggage identification tag (numbered) for each piece of their checked baggage. The baggage will be tagged with a corresponding identification number.

Air Finland may refuse to carry baggage, which is not properly packed in suitcases or other suitable containers. The airline is under no obligation to take such baggage into its custody.

The passenger must not include in checked baggage fragile items, perishable foodstuffs, money, jewellery, electronic devices, precious metals, negotiable papers, securities, business documents or other items with considerable commercial or other value.

The passenger shall affix exterior identification to the checked baggage showing his name or other personal identification.

Checked baggage will, whenever possible, be carried on the same aircraft as the passenger. If this is not possible the baggage will be delivered to the passenger as soon as possible, unless applicable law, customs or other authorities requires the passenger to be present for customs clearance.

If Air Finland offers an excess valuation facility, the passenger may make a written passenger declaration of value for checked baggage in excess of the liability limits set out in the Convention. If the parties agree upon such a declaration, the passenger is required to pay all costs.

Air Finland recommends the passenger to take an insurance that covers possible damages and losses that may be incurred during the journey (e.g. for baggage, illness, and accidents).

#### 8.5. Right to search

The passenger is required to permit a search and scan his person and a search scan and/or x-ray of his baggage. If the passenger is not available his baggage may be searched in his absence. The search may include x-ray and other technical devices. If the passenger is unwilling to comply with the requirement Air Finland may refuse to carry the passenger or the piece of baggage in question. In the event that a search or scan causes damage to the passenger or his baggage Air Finland shall not be liable for such damage unless due to Air Finland's fault or negligence.

#### 8.6. Unchecked baggage

Air Finland specifies the maximum number, size, dimensions and contents as well as other properties of unchecked baggage that a passenger is allowed to carry on the aircraft. Baggage,



which the passenger carries on to the aircraft, must fit under the seat in front of the passenger or in an enclosed storage compartment for hand luggage in the cabin of the aircraft. If the baggage cannot be stored in this manner it must be carried as checked baggage.

Objects not suitable for carriage in the cargo compartment (such as e.g. musical instruments) may be carried on to the aircraft if the passenger has, in advance, given the airline notice and Air Finland has granted express permission for such carriage. The passenger may have to pay a separate charge for this service.

#### 8.7. Collection and delivery of checked baggage

The passenger is required to collect his checked baggage as soon as it is made available for collection at his destination. Should the passenger not collect it within a reasonable time, Air Finland may charge a storage fee. Only the bearer of the baggage identification tag delivered to the passenger at the time the baggage was checked is entitled to delivery of the checked baggage. Should the checked baggage not be claimed within three months of the time it is made available Air Finland may dispose of it without any liability to the passenger.

#### 8.8. Animals

Dogs, cats, household birds and other pets will be carried subject to an agreement made with Air Finland and the passenger (or another person).

Possible allergies or other such illnesses of other passengers may limit the carriage of animals.

Air Finland shall not be liable for injury to or loss, delay, sickness or death of the carried animals.

Each animal must have a person accompanying it during the whole journey and it has to be kept in its container during the whole flight.

The animal must have valid health and vaccination certificates and other documents that the authorities of different countries may require.

If accepted as baggage, the animal, together with its container and food, shall not be indented in the passenger's free baggage allowance, but shall constitute excess baggage for which the passenger is obligated to pay a confirmed extra charge.

Guide dogs, with their container and food, accompanying passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance.

### ARTICLE 9

#### SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

Air Finland takes all reasonable measures in order to be able to carry a passenger and his baggage adhering to published schedules. For reasons beyond Air Finland's control, (for example laws and other regulations by authorities, weather conditions, situations in the flight control, technical matters, strikes and other such matters), the airline may be obligated to cancel a flight or change the time of flights. If this occurs Air Finland strives to:

- a) carry the passenger to his destination on another of Air Finland flights;
- b) carry the passenger using alternative carrier;
- c) carry the passenger to his airport of destination using other means of transportation;
- d) transfer the flight to a later occasion;

- e) cancel the journey and refund the passenger the fare he has paid.

Air Finland is not liable for any possible loss or damage to the passenger, direct or indirect, resulting from the cancellation or delay of a flight or other arrangements in connection with the flight.

## ARTICLE 10

### REFUNDS

If Air Finland cancels a flight, fails to operate a flight reasonably in schedule, fails to stop at a scheduled place of destination or agreed stopping place or stopover destination or causes a passenger to miss a connecting flight on which the passenger holds a confirmed reservation, Air Finland refunds:

- a) an amount equal to the fare paid, if no portion of the flight document has been used;
- b) if a portion of the flight document has been used, at least the difference between the fare paid and transportation used less any service charges or cancellation fees.

The passenger who has purchased a flight has a right to cancel it if the cancellation is made in seven (7) days after the purchase. Thereafter the passenger is not entitled to any refund. Air Finland requests the passenger to take into account that even when a passenger cancels a flight due to an acute illness the passenger will be charged the entire fare. Air Finland therefore recommends that travel insurance be taken well in advance of the journey.

## ARTICLE 11

### CONDUCT ABOARD AIRCRAFT

A passenger's conduct aboard the aircraft may not endanger the safety of any passenger, crewmember or the aircraft and he has to comply with any order and instruction of the commander and other crew.

If a passenger's conduct aboard endangers the order and/or safety in the aircraft, the commander of the aircraft may take any measures he deems necessary in order to restore the order or remove the hazard that endangers the flight safety. These measures may include using force.

The passenger may be refused entry into the aircraft and he may be disembarked at any landing place. The passenger may be liable to pay all costs, which the airline incurs resulting from the damage caused by the passenger.

A passenger is forbidden to bring and consume his own alcoholic beverages aboard the aircraft.

Air Finland may, for safety reasons, forbid or limit the use of electronic equipment aboard. These may include mobile phones, laptop computers, recorders, portable radios, CD players, electronic games and transmitting devices such as remote-controlled toys and walkie-talkies. The operation of hearing aids and pacemakers is permitted.

## ARTICLE 12

### ARRANGEMENTS FOR ADDITIONAL SERVICES BY AIR FINLAND

Air Finland may in the course of concluding the contract of carriage by air also make arrangements for the provision of additional services. In that case Air Finland is not liable to the passenger for such services except for negligence on the airline's part in making such arrangements.

Air Finland's conditions especially issued for the purpose apply to such surface transportation. If Air Finland provides surface transportation to passengers, such conditions are available from Air Finland upon request.

## ARTICLE 13

### ADMINISTRATIVE FORMALITIES

#### 13.1. General

The passenger is responsible for obtaining all required travel documents and keeping them with him during the journey. The passenger should take into account that laws, regulations, orders, demands and travel requirements differ in different countries. If a passenger does not have the required documents it may be that he cannot depart from or is denied entry into a country.

Air Finland shall not be liable for the consequences to any passenger resulting from his failure to obtain such documents or keep them with him.

#### 13.2. Documents

Prior to travel a passenger 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 Finland to take and retain copies thereof. Air Finland reserves the right to refuse carriage if a passenger has not complied with these requirements or their travel documents do not appear to be in order.

#### 13.3. Refusal of entry

If a passenger is denied entry into any country, he will be responsible to pay any fine or charge assessed against Air Finland by the authorities concerned and for the cost of transporting the passenger from that country. Air Finland will not refund the fare collected for carriage to the point of refusal or denied entry.

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

If Air Finland is required to pay any fine, penalty or to incur any expenditure by reason of a passenger's failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, the passenger shall reimburse Air Finland on demand, any amount so paid or expenditure so incurred. Air Finland may apply towards such payment or expenditure the value of any unused carriage on the passenger's flight document or any of the passenger's funds in Air Finland's possession.

#### 13.5. Customs inspection

If required, the passenger shall attend inspection of his baggage by customs or other government authority. Air Finland is not liable to the passenger for any loss or damage through failure to comply with his requirement.

If Air Finland suffers any losses or damage from the passenger's negligence or from the passenger authorising to arrange a customs inspection for them, the passenger shall reimburse Air Finland any expenditure so incurred.

#### 13.6. Security inspection

Security inspections are carried out to passengers, baggage, freight, post deliveries and other items and persons in order to prevent any criminal action endangering flight safety. A passenger must submit to any security checks by authorities, airport officials and other authorised persons.

The inspections are carried out in a manner that does not cause any undue harm or damage to persons or their possessions.

## ARTICLE 14

### LIABILITY FOR DAMAGE

Laws of the European Union, national law, liability rules of the Convention and Air Finland's conditions of carriage, will determine the liability of Air Finland.

#### 14.1. Damages sustained by persons

14.1.1. Air Finland's liability for damage sustained in the event of death, wounding or any other bodily injury by a passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, Convention or measures.

14.1.2. For any damage up to the sum of the equivalent of 100.000 SDR, Air Finland shall not exclude or limit its liability by providing that Air Finland and its authorised representatives have taken all necessary measures to avoid the damage or that it was impossible for Air Finland and its authorised representatives to take such measures.

14.1.3. Notwithstanding the provisions of article 14.1.2. above, if Air Finland can prove that the damage caused by, or contributed to by, the negligence of the injured or deceased passenger. Air Finland may be exonerated wholly or partly from its liability in accordance with applicable law.

14.1.4. In the event of an accident resulting in death, wounding or other bodily injury to a passenger, Air Finland shall without delays, and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet the immediate economic needs of that person on a basis proportional to the hardship suffered.

Without prejudice to the sentence above (14.1.4.) an advance payment shall not be less than the equivalent in Euro of 15,000 SDR per passenger in the event of death.

Any advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of Air Finland being held liable. It is not returnable unless Air Finland subsequently proves that the damage was caused by, or contributed to by, the negligence of the deceased or injured passenger, or it is subsequently proved that the person who received advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

#### 14.2. Baggage

14.2.1. With respect to international travel, Air Finland's liability in the case of damage to checked baggage shall be limited to 17 SDR per kilogram and in the case of damage to unchecked baggage shall be limited to 322 SDR per passenger.

14.2.2. In domestic travel Air Finland's liability for the destruction, loss, partial loss, damage or delay of baggage is limited to 1,000 SDR per passenger.

14.2.3. In case a higher value of checked baggage is declared pursuant to article 8.4, Air Finland's liability shall be limited to such higher declared value.

14.2.4. The basis for the compensation is the actual weight of the baggage. If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance.

14.2.5. Air Finland is not liable for damage caused to baggage during international travel if the airline can prove Air Finland, employees and agents have taken all necessary measures to avoid the damages or that it was impossible for Air Finland or its agents to take such measures.

14.2.6. Air Finland is not liable for damage to unchecked baggage unless such damage is caused by the airline's negligence.

14.2.7. Air Finland is not liable for any damages caused by delay in international travel if Air Finland can prove that its employees and agents have taken all necessary measures to avoid the damages or that it was impossible for Air Finland or its agents to take such measures.

14.2.8. In domestic carriage Air Finland's liability in respect of damages caused by passenger delay is limited to 4,150 SDR per passenger.

14.2.9. Air Finland is not liable for any damages caused by the condition, quality or fault in the baggage. The passenger shall be responsible for any damage caused by his baggage to other persons or property, including the airline's property. The passenger shall indemnify Air Finland in respect of all claims against the airline and also for all losses and expenses incurred by Air Finland as a result thereof.

14.2.10. Air Finland is not liable for damage that has been caused by articles, not permitted to be contained or otherwise not suitable for carriage, that the passenger has included in his baggage contrary to laws, rules and regulations and these conditions of carriage and the passenger has not made a separate agreement about their carriage with Air Finland.

14.2.11. Air Finland is not liable for any illness, injury or disability attributable to a passenger's physical condition.

14.2.12. Air Finland will be liable only for damage occurring during Air Finland's flights or when embarking or disembarking the airline's flight.

With respect to checked baggage, a passenger may make a claim against the first or last carrier.

## ARTICLE 15

### TIME LIMITATION ON CLAIMS AND ACTIONS

#### 15.1. Notice of claims

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

If a passenger wishes to file a claim or an action regarding damage or loss to checked baggage, he must notify Air Finland as soon as he discovers the damage or loss, and at the latest, within seven (7) days of receipt of the baggage. If a passenger wishes to file a claim or an action regarding delay of checked baggage, he must notify Air Finland within twenty-one (21) days from the date the baggage has been placed at his disposal. Every such notification must be made in writing. If the notification has not been made within the given time limit any right to claim or action shall be extinguished.

#### 15.2. Limitations of actions

An action must be brought against Air Finland within two (2) years of the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

ARTICLE 16

MODIFICATION AND WAIVER

Air Finland may unilaterally modify or waive any provision of these conditions of carriage. The modified conditions come into effect on the date specified by Air Finland, however not retroactively.

OY AIR FINLAND LTD.

(FIF)