

# Algemene Vervoersvoorwaarden

## Article 1: Definitions and Interpretations

### 1.1 Title and Headlines

The title and headlines of the Articles and paragraphs of these Conditions of Carriage are set down only to provide an overview and help with navigation through the document, and have no influence on the way the text is to be interpreted.

### 1.2 Definitions

Unless a different meaning is obvious beyond all reasonable doubt from the immediate context, the following terms used in these Conditions of Carriage have the meanings set out as follows:

#### 1.2.1 (a) "We", "our", "us"

stands for Germanwings GmbH.

#### 1.2.1 (b) "You", "your"

stands for the person who has entered into a carriage agreement with us, as well as for each person who, according to their Ticket, is carried or will be carried in an aircraft, except for cabin crew (see also the definition of "Passenger".)

#### 1.2.2 "Convention"

means that one of the following agreements is applicable, depending on each agreement's scope of application: in any case:

- The agreement of 28.05.1999 on the Unification of Certain Rules Relating to International Carriage by Air ("Montreal Agreement");  
but in part also:
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, which was signed on 12 October 1929 in Warsaw ("Warsaw Convention");
- the Warsaw Convention, amended by the Hague protocol of 28.09.1955;
- the Additional Convention to the Warsaw Convention of Guadalajara dated 18.09.1961
- the Warsaw Convention, as amended by Additional Protocol No. 1 of Montreal dated 25.09.1975;
- the Warsaw Convention, as amended by Additional Protocol No. 2 of Montreal dated 25.09.1975;
- the Warsaw Convention, as amended at The Hague and by Additional Protocol No. 4 of Montreal dated 25.09.1975;

#### 1.2.3 "Airline Code" (Airline Designator Code)

stands for the two figures or three letters which identify a particular Airline. Our Airline Code is "4U".

#### 1.2.4 "Next of Kin"

are people directly related to you (children, grandchildren, parents, grandparents), or up to three times removed (siblings, nephews/nieces, uncles/aunts), your spouse and people directly related to your spouse. Your life partner is understood to be your spouse if you both live together in the same household.

#### 1.2.5 "Authorised Agent"

is a sales agent who we have selected to represent us in the sale of air travel services.

#### 1.2.6 "Total Fare"

is the final price which you must pay for the flight which you have booked with us, and is comprised of the Flight Fare according to Article 4.1 and the additional charges payable in accordance with Article 4.2.

#### 1.2.7 "Confirmation Number"

is the number, which is given to you by us or on our behalf, to identify your Flight Reservation, which has been

confirmed by us.

#### 1.2.8 "Booking Confirmation"

is a notification, which will be sent to you by us or on our behalf by fax, e-mail or another method, if you are travelling with an Electronic Ticket. It contains the Confirmation Number, the name of the Passenger, flight information and remarks.

#### 1.2.9 "Check-in Deadline"

is the deadline, set by the Airline, by which time you must have completed Check-in formalities and have obtained your Boarding Card.

#### 1.2.10 "Coupon"

means the paper Flight Coupon as well as the Electronic Coupon. Both grant the named Passenger the right to travel on the flight named on the Coupon.

##### 1.2.10 (a) "Electronic Coupon"

means the data stored in our database relating to the Flight Coupon or other important documents.

##### 1.2.10 (b) "Flight Coupon"

means a Flight Ticket, which bears the wording "good for passage", or in the case of an Electronic Flight Ticket, the Electronic Coupon, which shows the places between which you are entitled to be carried.

##### 1.2.10 (c) "Passenger Coupon"

means a Flight Ticket, which is marked as "Passenger Coupon" or "Passenger Receipt" and which is for you to retain.

#### 1.2.11 "Passenger"

is each person, who according to their Ticket, will or should be carried in an aircraft, with the exception of the cabin crew (see also the definition of "you" and "your").

#### 1.2.12 "Airline"

means an Airline that is not our Airline, whose Airline Code is given on your Ticket or on a Ticket for connecting flights.

#### 1.2.13 "Ticket"

means the document entitled "Passenger Ticket and Baggage Check" as well as the Electronic Flight Ticket. In all instances it is issued by us or on our behalf and contains the Agreement Conditions, remarks and the Coupons.

##### 1.2.13 (a) "Electronic Flight Ticket"

means the following items taken together: the Booking Confirmation, the Electronic Coupons, and if appropriate to the context, the Boarding Card.

#### 1.2.14 "Baggage"

is your personal property, which you are taking with you on your journey. Unless otherwise stated, this comprises your Checked Baggage as well as your Cabin Baggage.

##### 1.2.14 (a) "Checked Baggage"

is Baggage, which we take into our custody and for which we have carried out a baggage scan.

##### 1.2.14 (b) "Cabin Baggage"

is your Baggage, with the exception of your Checked Baggage.

##### 1.2.14 (c) "Baggage Check"

is the part of the Flight Ticket, which relates to the carriage of your Checked Baggage.

##### 1.2.14 (d) "Baggage Identification Tag"

is a receipt, which is issued solely for the purpose of identifying Checked Baggage.

#### 1.2.15 "Acts of God"

are unusual and unforeseeable circumstances outside of your control, which even with due care and attention could not have been avoided.

#### 1.2.16 "Damage"

refers to death, wounding or physical injury of a Passenger, as well as loss, partial loss, theft or other damage, which occur in connection with the carriage of Baggage or other incidental services carried out by us.

#### 1.2.17 "SDR"

stands for the currency unit which the IMF (International Monetary Fund) uses for its accounting and for its transactions with member countries. The value of a SDR is based on the market value of a basket of the four most important world currencies (US Dollar, Euro, Yen and British Pound). By comparing these currencies with the current rate of exchange the daily value of the SDR in a particular currency can be calculated. For example, on 1 February 2005 the value of one SDR was 1.16665 Euro.

#### 1.2.18 "Days"

are calendar days, including all 7 days of the week; not counting the day on which a notification message is sent, nor the day on which the Ticket is issued or the Flight is taken, owing to the fixed period of validity of the Flight Ticket.

#### 1.2.19 "Tariff"

means the published Fares, Charges and/or the relevant Conditions of Carriage of an Airline. Our Tariffs can be inspected on request.

#### 1.2.20 "Agreement Conditions"

are the conditions, which are provided to you with your Flight Ticket or Booking Confirmation or are contained within them, are labelled as such and which refer to these Conditions of Carriage and statements.

#### 1.2.21 (a) "Stopover"

is a scheduled stop during your journey at a point between take-off and landing locations.

#### 1.2.21 (b) "Agreed Stopover Locations"

are the places which are named on the Flight Ticket or are published in our timetables as scheduled stopover points on your route, not including the initial take-off and final landing locations.

## Article 2: Applicability and Legal Validity

### 2.1 Legal Basis

With the exception of the conditions in Articles 2.2, 2.4 and 2.5, these Conditions of Carriage are only applicable on Flights or Flight Sections, which carry our name or our Airline Code on the Flight Ticket.

### 2.2 Charter Traffic

If carriage is offered through a charter flight agreement, these Conditions of Carriage are only applicable to the extent that they have been adopted into the charter flight agreement, by way of reference or other form of referral.

### 2.3 Codeshares

For some services we have reached agreements with other Airlines, which are known as "Codeshares". That means that even if you have made your reservation with us and have a Flight Ticket with our name or Airline Code on it, another Airline may be operating the aircraft. If such agreements come into force, we will inform you when you make your reservation about the Airline which is operating the aircraft.

### 2.4 Overriding Laws

These Conditions of Carriage are applicable, unless they conflict with our Tariffs, binding legislation or binding official regulations, in which case the Tariffs, binding legislation or binding official regulations shall apply. The validity of the remaining Conditions of Carriage shall remain unaffected.

### 2.5 Precedence of the Conditions of Carriage over other Regulations

In the case of conflicts between these Conditions of Carriage and other regulations for certain special cases issued by us as the basis of this contract, which are listed in Article 16, the Conditions of Carriage shall prevail, unless expressly stated otherwise.

## Article 3: Flight Tickets

### 3.1 General Conditions

3.1.1 When your booking is confirmed by us or by our Authorised Agent a carriage agreement is created, covering the Flight Ticket issued to you, these Conditions of Carriage and any special conditions referred to. The essential details of the Flight Ticket, in particular the flight number, date, arrival and departure airports and the Passenger name are also specified in your Booking Confirmation.

3.1.2 Only those people will be carried by us who are named as passengers on the flight ticket (booking confirmation). The full first name and surname of the passenger must be identical to that displayed on the flight ticket. Please note that it is only possible to transfer the right to carriage to another person in accordance with the conditions set out in Article 5.2. The same conditions also apply to subsequently completing or changing a first name or surname that was incomplete or not provided at the time of booking. The person that has concluded the carriage agreement with us is, however, still authorised, in accordance with § 328 paragraph 2 of the BGB (German Civil Code), to cancel or amend the passenger's right as established in the carriage agreement without their approval.

3.1.3 The Passenger(s) named by you when booking and whose name appear on the Flight Ticket are deemed authorised to represent you in all contractual matters relating to this carriage agreement and are to be deemed as the full and final recipient of notifications and services provided by the airline, discharging the airline of any further duty with respect to these notifications and services. If, owing to the behaviour of the Passenger, or owing to a subsequent arrangement with the Passenger which changes the agreement, we have the right to demand compensation for damages, extra payment or reimbursement for expenses, according to the terms of this agreement or according to legal regulations, it is your responsibility to pay these in full. Any debts to us incurred by the Passenger must be paid for by you, as if they were your own.

3.1.4 The right to withdraw from or cancel the carriage agreement, as well as a right to a partial or full refund of the Total Fare exists only insofar as this is explicitly allowed by the Conditions of Carriage. We therefore advise you if you are in any doubt about unforeseen circumstances to take out appropriate travel insurance.

3.1.5 If you have a wholly unused ticket, the Passenger named in the Flight Ticket has been prevented from travelling by an Act of God and rebooking according to Article 5.2 is not possible, and if you inform us of this immediately and provide proof of the circumstances, we will provide you with a voucher which cannot be exchanged for cash, to the value of the Total Fare paid, less a fee, equal to the rebooking fee in accordance with our table of charges (Article 17). We will then subtract the value of the voucher from the Total Fare of your next flight with our Airline. The voucher is valid for six months from the date issued and becomes invalid and irredeemable if not used within this period.

3.1.6 We only issue Electronic Flight Tickets. You do not have the right to be carried until you provide us with conclusive proof of your identity, which can only be by way of an officially recognised photo I.D. document (passport, national identity card). Furthermore a valid Electronic Ticket must have been issued in your name. The Electronic Ticket which was issued for you when you booked is identified by using the Confirmation Number, which you should therefore have with you at check-in.

### 3.2 Period of Validity

3.2.1 The Flight Ticket is, unless governed by terms in these Conditions of Carriage, valid for a maximum of 12 months from the date of issue (booking date).

3.2.2 If you are unable to take your flight either in full or in part during the period of validity owing to a factor for which we are responsible, we will extend the period of validity of the Flight Ticket or grant you the right to a refund according to Article 10.2.

3.2.3 We will also extend the period of validity of your Flight Ticket if you are prevented from continuing your journey once you have started it because of illness. The extension will be granted until the first flight is available in the Tariff category which has been paid for from the location where you are continuing your journey, upon your regaining your fitness to travel. All such illness must be confirmed by a Doctor's certificate. We will also extend the period of validity of the Flight Tickets of your Next of Kin who have accompanied you on your journey to the same extent as we have extended yours.

3.2.4 If a Passenger dies after having started the outward leg of the flight and before starting the return leg, the period of validity of the return portion of the Flight Ticket of the people accompanying the deceased Passenger can be changed by waiving any minimum stay rules or extending the period of validity. If a member of the Passenger's Next of Kin dies after the Passenger has started his or her journey, the period of validity of the Passenger's Flight Ticket and of the Flight Tickets of the Passenger's other Next of Kin, who is/are accompanying the Passenger, can also be changed. The changes can only be made upon production of a valid death certificate and extensions to the period of validity are possible up to a maximum of 45 (forty-five) days from the date of death.

3.2.5 Irrespective of these conditions a Flight Ticket becomes invalid once all flights referred to in the Flight Ticket have been completed, unless these flights have been previously rebooked, or you have the right to rebooking regardless, according to the terms of Article 5.2.

### 3.3 Name and Address of the Airline

Our name can be abbreviated in the Flight Ticket to our Airline Code or in other ways. The departure airport for the first section of the flight with our Airline given in the Booking Confirmation should be taken as our address.

## Article 4: Total Fare And Payment

### 4.1 Flight Fares

Unless expressly stated otherwise, Flight Fares only cover carriage from the departure airport to the destination airport, including taxes, fees and charges levied by the government, other bodies entitled to do so or the airport operator. Ground transport services between airports and from airports and city centres are not included. Your Flight Fare is calculated with reference to our Tariff taking into account the standard prices on the issuing date for the flight date and route stated in the Flight Ticket. Changes to your flight date or route – insofar as these are permissible at all – can therefore affect the flight fare payable.

## 4.2 Further Charges

4.2.1 Certain additional services, which we provide at your request in connection with your carriage, and special expenses which are incurred by us when completing or honouring the carriage agreement reached with you and/or which are caused by you or by a Passenger authorised by you through the carriage agreement reached with you, are not covered by the flight fare. For these services we will charge you extra fees. Irrespective of this description, charges for services and operating costs (e.g. excess baggage fees or rebooking fees) fall into this category, as do refunds of expenses incurred and demands for compensation for losses incurred (e.g. if bank debits are not honoured).

4.2.2 The conditions under which we are entitled to levy further charges are set out in these Conditions of Carriage. Unless expressly stated otherwise, the amount will be calculated according to our table of charges (Article 17). The latest published version of the table of charges applies.

4.2.2 (a) the time of booking, in the case of a service which we are already obliged to provide as a result of the booking itself, such as for example a rebooking (see Article 5.2.3) or the carriage of infants under 2 years of age (see Article 7.3.2)

4.2.2 (b) the time at which the service is provided or of any other circumstance, which causes us to charge a further fee, in all other cases.

## 4.3 Currency

Flight fares, taxes, charges and fees as well as further charges (charges for carriage) are payable in Euros, unless a different currency is indicated by us or our Authorised Agent, no later than at the time of booking.

## 4.4 Payments

4.4.1 The total fare is payable immediately once the carriage agreement has been concluded (see Article 3.1). If the total fare subsequently increases, for example through the booking or utilisation of fee-paying additional services, a change to the passenger travelling or the booking itself, the extra amount will be payable as soon as the circumstance causing the increase occurs and at the latest when we notify you of it. In this case the following rules also apply for the increased amount.

4.4.2 Cash payments can only be made at Germanwings airport sales desks. Otherwise all payments are payable by Germanwings' accepted credit cards or by bank transfer (direct debit or debit order), except where there are other specific arrangements. You thus give authorisation for your credit card account to be charged or for your current account at a German bank to be debited with a direct withdrawal authorization. Payments by bank transfer are only possible up to 5 days before the departure of the first flight. We retain the right to limit 'bank transfer' to 'direct debit with direct withdrawal authorisation'. We charge a transaction fee for payments by credit card. Please see the Table of Charges (Article 17 'TAF-') for the amount. If fee-paying additional services are subsequently booked and paid for by credit card, we only levy a reduced transaction fee (Article 17 „TAFR“).

4.4.3 If, by way of Booking Confirmation, we have accepted the method of payment which you have chosen, the Total Fare is deemed as provisionally paid, until we ascertain or have reasonable grounds to suspect that:

4.4.3 (a) the credit card or bank account details provided by you are incorrect or incomplete

4.4.3 (b) you are not the authorised owner of the credit card or bank account,

4.4.3 (c) for any other reason you are not entitled to access the bank account or credit card, either completely or to an extent which will prevent you from honouring your financial commitment to us as created by the carriage agreement,

4.4.3 (d) you have cancelled the debit authorisation which you had granted us,

4.4.3 (e) the credit card company or bank does not grant payment of the amount requested by us on the basis of the debit authorisation you granted us,

4.4.3 (f) the amount which we debit from your credit card or bank is transferred back into your account either in full or in part, or the monies are returned to you in whatever way.

## 4.5 Consequences of late payment or failure to pay

4.5.1 Until the Total Fare is paid in full or according to Article 4.5.3 is deemed to be provisionally paid, we have the right to refuse to provide all of the services which we have agreed to provide in this agreement, in particular to refuse to carry you.

4.5.2 If one of the cases mentioned in Article 4.4.3 (a) to (f) occurs, or if you do not keep to a payment deadline which we have agreed with you, we have the right,

4.5.2 (a) to refuse to carry you until the full settlement of outstanding payments.

4.5.2 (b) to block your online user access to our website and to refuse further bookings from you, or for you as a named passenger,

4.5.2 (c) to pass your unrecovered debt to a debt collection agency,

4.5.2 (d) to inform the SCHUFA (German credit reference agency) of your delay, in as far as we have ascertained in

individual cases that your behaviour is due to an inability or unwillingness to pay,

4.5.2 (e) in cases mentioned in Article 4.4.3 (f) (monies transferred back), to charge you a reverse transfer fee according to our table of charges (Article 17 "CBF") to cover the extra expense and work caused to us in this case, insofar as you are responsible for causing the reverse transfer and you do not prove to us that no loss, or a smaller amount of loss than the amount of the fee, was incurred by us,

4.5.2 (f) to demand that you refund any other losses incurred by us.

## Article 5: Reservations

### 5.1 Reservation requests

5.1.1 We only issue tickets together with a reservation. In the unlikely event that this is not the case and you are issued a ticket without a reservation, a reservation can be subsequently for a flight, as long as there are still places available in the appropriate Tariff category.

5.1.2 We or our Authorised Agents will register your reservation(s). On request we will supply you with written confirmation of your reservation.

5.1.3 Our Flight Fares are subject to conditions which limit or remove your right to change or cancel your reservation.

### 5.2 Changes to bookings

5.2.1 In accordance with the following provisions, flights for the same route can

(a) be transferred to passengers other than those authorised to be carried in accordance with Article 3.1.2, and their incomplete or missing first name or family name can be completed (change of passenger) or

(b) be rebooked to another scheduled time, as long as there are available seats on the desired flight

Changes to the booked routes are not possible. In the case of One-stop fares all flight segments between the initial point of departure and the final destination are deemed to be one flight. Booking changes to individual segments are therefore not possible. Rebooking possibilities offered by the flex rate set out in article 19 remain unchanged by these provisions.

5.2.2 Changes to bookings are allowed only up to two hours before the scheduled departure time of the (original) flight. Changes to bookings at a later time (changes to bookings retroactively) are only permitted in the situations described in Article 3.2.2, Article 3.2.3, Article 3.2.4, Article 5.5.1, Article 9.1.2, and Article 9.2.2, and only if the new booking occurs immediately upon the removal of the cause of the hindrance.

5.2.3 Except in the situations described in Article 3.2.2, Article 5.5.1, Article 9.1.2 and Article 9.2.2, we charge a flat fee per passenger and flight segment per booking change. You can find the amount in our table of charges (Article 17 "BKG" or "NC1"). In addition, the flight fare is determined as the fare payable for the flight segment in question at the time of rebooking. If the flight fee calculated in this way is higher, you must also pay the difference in addition to paying the rebooking fee. If the new flight costs less, we will however not refund the difference. In respect of the extra costs payable by passengers in the case of rebooking, we make explicit reference to our right to deny the provision of services (Article 4.5.1).

5.2.4 Changes to bookings can be carried out online (only possible if the booking is carried out under the "Booking with Login" option), via the Germanwings call centre or in person at the departure airport. The new flight dates must fall within the period of validity of the flight ticket, unless there are circumstances under which we will extend the period of validity of the flight ticket, in accordance with Article 3.2. It is only possible to change a booking to a flight, which, at the time of the booking change, is loaded into our reservation system and available for booking.

### 5.3 Occupation and reservation of seats

5.3.1 Your seat is allocated when you check in. We hereby advise you that you have no right to influence the choice of seat nor can you occupy a seat other than the one allocated to you.

5.3.2 However, you do have the possibility of reserving a specific seat in rows 11-25 or a seat with extra legroom in rows 1-10 depending on availability (Best Seat) for a flat-rate fee per passenger and leg. You can find the amount in our table of charges (Article 17 "SEF").

5.3.3 We do, however, reserve the right to refuse reservation requests and to reallocate at any time the seats allocated in accordance with Article 5.3.1 or the seats reserved in accordance with Article 5.3.2, if we deem it necessary for reasons of flight safety, security or operating reasons, or if the information about the passenger in question provided, as requested when reserving the seat, is incorrect or incomplete. If you are thus deprived of a reserved seat, we will refund you the reservation fee, as long as you are not solely or predominantly responsible for the seat being refused.

### 5.4 Private seat

5.4.1 As well as reserving a seat in line with Article 5.3.2, you can also have the seat next to you kept free (private seat). You can book this service if there is still a free seat available next to the one you have reserved or if you are prepared to accept a different seat to the one reserved, but with a seat still free next to it.

5.4.2 To book a private seat contact the Germanwings call centre or go to a Germanwings airport sales desk. You will be charged a supplement equivalent to the fare in the applicable tariff bracket for the route in question valid when booking this supplementary service. If you add a private seat on the same day as you book your flight, the surcharge will not be higher than the fare paid.

5.4.3 We remind customers that private seats can only be booked after a flight has been booked. They cannot be booked in isolation nor cancelled. A private seat booking does not entitle you to any special baggage allowance or the right to carry any other person, nor can you claim any extra miles on your Boomerang Club account. Where we have capacity to do so and subject to flight safety and protection concerns, on prior request, we will allow you to carry in the private seat musical instruments, which are not considered hand luggage in line with Article 8.1.2 (a) due to their size or weight, nor which are supposed to be checked in as bulky luggage.

## 5.5 Reconfirmation of reservations

5.5.1 Please note that in some cases you may need to reconfirm your flight reservation in order for us to keep your reservation for your return flight. Reconfirmation must be made at the latest 24 hours before your return flight at our call centre or at our ticket desk at the return flight's departure airport. You can find the telephone number on our website or on your Booking Confirmation. Reconfirmation is not necessary if there is less than 24 hours between arrival at the destination and the return flight. If you do not reconfirm your booking when this is required we can cancel your reservation on the return flight. If you then later inform us that you wish to take the return flight as planned, we will reactivate your reservation and carry you if there are still places available on your desired flight. If this is not the case, we will make a reasonable effort to carry you to your destination airport. We would, however, draw your attention to the fact that this may lead to an increase in the flight fare and that payment of any additional monies can be a condition of your being carried by us. Please see Article 4.5.1.

5.5.2 You should verify whether reconfirmation is necessary with every Airline which is carrying you on your journey. If it is necessary, you must reconfirm with the Airline whose Airline Code appears on your Flight Ticket for the flight in question.

## 5.6 Cancellation of Reservations

If we legitimately cancel your reservation your Flight Ticket will become invalid at the latest after the completion of the flights concerned. The only case in which this does not apply is when these flights were previously rebooked, or if you have the right to rebooking regardless, according to the terms of Article 5.2. We expressly advise you that in the case of your reservation being legitimately cancelled by us you have no right to a refund of the Total Fare already paid by you and that your obligation to pay any still unpaid amounts remains unaffected, unless otherwise stated in these Conditions of Carriage.

## Article 6: Check-In and Boarding

### 6.1 Check-In

6.1.1 In general the check-in desks open two hours before the scheduled departure time (for flights from Tel Aviv: three hours). We recommend that you arrive at check-in two hours before departure. Passengers who have not arrived at the check-in desk and presented themselves to the check-in staff by at the latest 30 minutes before the scheduled departure of their flight (for flights from Tel Aviv: 45 minutes) will no longer be able to be checked-in. If you have booked a one-stop flight we recommend that you use the specially marked transfer desks when you check-in again at the airport where you catch your connecting flight, if such a transfer desk is available. One-stop passengers will as a rule be given priority treatment at a transfer desk and as such will be checked in more quickly.

6.1.2 Notwithstanding the rules in Article 6.1.1 special check-in times and restrictions on checked luggage do apply.

6.1.2 (a) for children travelling alone using the unaccompanied-minor service as stipulated in Article 22. They must be at the check-in desk at least two hours before the scheduled departure time and made themselves known to the check-in personnel when checking in.

6.1.2 (b) for passengers wanting to check in at a special check-in terminal outside the airport (e.g. City Air Terminal – CAT – at Wien Mitte station). The necessary time that passengers must be at the check-in terminal by and have made themselves known to the check-in personnel when checking in is longer than at our check-in desks at the airport and will be made available for each specific location. This is why these terminals are generally open all day irrespective of the specific flight time. Please be aware of this when you plan your journey to these special check-in terminals as there may be restrictions on checked luggage, which may not be carried as free baggage as in Article 8.1 due to their bulkiness or other difficulties. We have published separately information on those airports with special check-in terminals and their relevant opening and leadtimes, as well as any restrictions on checked luggage they may have.

6.1.3 In the interest of passenger safety we took immediate action after the terror attacks in the USA on 11th September 2001. We introduced the strong rules issued by the British Department of Transport, Local Government and the Regions (DLTR) for British airports and airlines, which lead to more frequent, stronger safety measures. Please note that this may lead to certain delays.

6.1.3. (a) All passengers including children and infants must produce a valid official photo-ID document when they check in. This also applies regardless of national immigration requirements for domestic flights and flights to and from states within the Schengen agreement. For international flights national immigration and exit regulations must also be complied with and the necessary identity documents and any other required documents and visas provided. Without such documents you will not be allowed to check in for your flight. We ask for your understanding for the fact that in the case of one-stop flights the required checks are carried out before each flight segment individually and are limited to the requirements of that individual flight segment only.

6.1.3 (b) The names on the identity document and on your Flight Ticket (Booking Confirmation) must be the same. Only Passengers who have made a booking can be checked in. You can not make a change (passenger change) at a later date.

6.1.3 (c) Passengers and their Baggage will be subjected to a thorough security screening by us. We are therefore entitled in accordance with Article 8.6 to search you and your Baggage. Certain items may not be carried into the cabin or are prohibited from being transported in the aircraft in any way. You should therefore closely observe these particular conditions set out in Article 8 when packing your Baggage. This will make our job easier and will spare you any trouble at check-in. When necessary we will have to ask you to transfer items from your Cabin Baggage into a piece of your Checked Baggage or even completely refuse to check in your Baggage.

## 6.2 Boarding

At check-in you will find out from which gate you can board the aircraft and at what time you must be at the gate at the latest. Please note that at every airport there are security and control procedures to pass through before the gate area can be reached, and that we have no control over how long these procedures can take. We recommend that you go through the security check as soon as possible, since waiting times can vary according to the prevailing circumstances.

## 6.3 Consequences of being late

We reserve the right to cancel your reservation if you do not keep to the check-in deadline or you do not arrive at the gate by the time specified. This also applies if we were not able to check you in owing to a reason specified in Article 6.1.2.

## Article 7: Refusal and Restriction of Carriage

### 7.1 The right to deny carriage

We can refuse to carry, or to carry any further, you or your luggage, if we have reason to believe on the basis of certain facts that

7.1.6 you have not paid in full any flight fares or other further charges levied by us;

7.1.1 this is necessary to observe current legal regulations, or orders and regulations of authorities;

7.1.2 carrying you or your Baggage could endanger the health or safety of others or could interfere with the physical welfare of other Passengers or the crew;

7.1.3 your physical or mental state, including if under the influence of drugs or alcohol, poses a risk or a danger to you, to other Passengers, the crew or the property of others;

7.1.4 you have committed an offence as described in Article 11.1 on a previous flight and we have reason to suspect that you could repeat such behaviour;

7.1.5 you have refused to cooperate with a security check;

7.1.6 you have not paid in full any Flight Fares, taxes, charges or other fees levied by us;

7.1.7 you are not in possession of valid travel documents, you wish to enter a country which you are only entitled to travel through or for which you have no valid travel documents, you destroy your travel documents during the flight or you refuse to hand over your travel documents to the crew in exchange for a receipt when asked to do so;

7.1.8 you are unable to prove that you are the person named in the Flight Ticket (Booking Confirmation);

7.1.9 you fail to follow our instructions relating to flight safety or security.

### 7.2 Passengers who require special assistance

7.2.1 Please note that we can only carry unaccompanied children, disabled people, pregnant women, people who are ill or other people who need special assistance if this has been expressly agreed with us beforehand. Bookings for Passengers with special needs should therefore be made via our call centre. If a booking has been made via the internet, the call centre must be informed as soon as possible and in detail of the assistance requested, along with the Confirmation Number of the flight concerned.

7.2.2 Pregnant women may travel up to and including the 36th week of pregnancy if they present a doctor's certificate which confirms the stage of their pregnancy. This limit must also be respected on the return flight.

7.2.3 Irrespective of the need of notification on an individual basis and unless an arrangement has expressly been made to the contrary, the following rules apply:

7.2.3 (a) Passengers with special needs may not sit next to emergency exits for safety reasons.

7.2.3 (b) We can only carry a maximum of one Passenger per flight whose disability requires the presence of an accompanying person, unless the Passenger travels with their own accompanying person who is there for this purpose. A person cannot be classed as an accompanying person if he or she is responsible for accompanying more than one Passenger.

7.2.3 (c) Passengers' foldable wheelchairs will be carried in addition to the free baggage allowance (Article 8.1), at no extra charge. However, it is not possible for us to carry wheelchairs with wet batteries that are not sealed or leak-proof. If your wheelchair runs on a battery, please note that wheelchairs or other battery-operated mobility aids with a leak-proof dry or gel battery can only be carried if the battery is not connected and ready for use and if the battery terminal is protected against short circuits and isolated. The battery must also be securely attached to the wheelchair or mobility aid.

As a rule we can carry a maximum of five passengers with wheelchairs per flight. We can only carry larger groups of passengers with wheelchairs where specific arrangements have been made with us.

7.2.3 (d) For Passengers who have no mobility, or who cannot walk without help, or cannot climb the steps into the aircraft or cannot walk longer distances, wheelchairs are provided at the airport. It is not possible to transport ill people who must lie horizontally, i.e. who would require a stretcher, on our flights.

7.2.3 (e) Please understand that only one guide dog can be accommodated per flight. Guide dogs are carried free of charge and must be pre-registered following booking by e-mail or by contacting our Call Centre on 0906 294 1918. Please read more about carriage of animals in Article 8.10.3. Special rules apply for the United Kingdom relating to the import and export of animals. We would ask you to seek information from the British Embassy, either from their website at <http://www.britischebotschaft.de/> or by post at:

Britische Botschaft/British Embassy  
Wilhelmstr. 70-71  
10117 Berlin  
Germany  
Tel +49 (0)30 20457-0

### 7.3 Carriage of Children

7.3.1 We only carry children who are younger than 12 years old if they are travelling accompanied by a responsible adult. If the accompanying adult is not a parent or legally entitled guardian, the accompanying adult must produce a written declaration signed by all persons who are legal guardians of the child, in which their agreement to the child taking the flight under the supervision of the accompanying adult is indicated.

7.3.2 Regardless of this, the entry and departure of children and young people under 18, in line with the national legal provisions of various countries, is dependent on providing proof of authorisation for all those authorised to look after children. The requirements for such proof may exceed those laid down in Article 7.3.1. It is of utmost importance to note that adherence to national entry and exit requirements is the responsibility of each passenger. We thus recommend that you give yourself sufficient time before you travel to ensure you have the correct information about said requirements and the necessary documents from the competent national authorities.

7.3.3 Infants who are under 2 on the day of departure can only travel if:

7.3.3 (a) they are secured on the lap of the adult accompanying them with an additional loop belt, which our staff will explain how to use. In such cases we levy a flat-rate service charge for carrying the infant, instead of the standard flight fare. You can find the service charge amount in our Table of charges (Article 17).

7.3.3 (b) they occupy their own window seat next to the adult accompanying them and if the infant is secured in a special child restraint system explicitly approved by Germanwings. Please note that in this case we charge the full children's flight fare. We do not provide the required child restraint system, which you must provide yourself. A child restraint system can only be used if it is produced at the desk during check-in and determined to conform to the child restraint systems approved by Germanwings. If this is the case, the child restraint system is considered as free baggage in terms of Article 8.1.2 (b).

## Article 8: Baggage

### 8.1 Free Baggage Allowance

The carriage of your Baggage is included in the Flight Fare, as long as it meets our conditions for the Baggage allowance. Acceptable as Free Baggage are

8.1.1 The carriage of your baggage is included in the flight fare as long as it meets our conditions for the baggage allowance.

8.1.2 Accepted as free baggage is:

8.1.2 (a) luggage up to a maximum of 8 kg with maximum dimensions of 55 x 40 x 20 cm, which has not been checked in and which you take on board with you as hand baggage after having presented it to us as such at the check-in desk, provided it does not conflict with any legal or official regulations or directives, such as those issued by the UK Department of Transport or VO (EC) 1546/2006.

8.1.2 (b) baggage, which qualifies as free baggage owing to a specific provision of these conditions of carriage, a special agreement with us or an explicit legal regulation, or which is exempt from payment of a specific fee.

8.1.3 The transport of animals is regulated by Art. 8.10. Animals are not considered as free baggage even if they otherwise fulfil the specifications in Art. 8.1.2. (a).

8.1.4 You may not declare that luggage belonging to third parties is your own and said luggage cannot be checked in as part of the free baggage allowance. Nor can it be checked in to be transported as special luggage or excess

luggage.

## 8.2 Baggage incurring a charge

8.2.1 Baggage, which does not qualify for inclusion in the baggage allowance, owing to its weight, its bulkiness or other difficulties to its being transported, can only be carried on payment of a supplementary fee.

The details are as follows:

8.2.1.1 Baggage surcharge: for every piece of checked luggage we levy a baggage surcharge. This surcharge is reduced (reduced baggage surcharge) if you register the items of luggage that are subject to a surcharge no later than two hours before the scheduled departure time. You can do this either online or by contacting the Germanwings call centre. You must then pay the required surcharge using the method of payment indicated in the process.

8.2.1.2 Excess baggage surcharge: there is no obligation for us to carry checked luggage if the individual item of luggage or the passenger's total checked luggage exceeds 20 kg. If capacity is available, however, we generally accept checked luggage up to a maximum of weight of 50 kg per passenger, if the individual item of luggage does not weigh more than 32 kg. In particular cases we require prior consultation. Infants younger than two years of age, who are carried in line with Article 7.3.2 for a flat-rate service fee, are not considered as passengers as in lines one and two and are not included in the weight restrictions laid down there. If we accept to carry excess luggage, alongside the baggage surcharge, in line with Article 8.2.1.1 we levy

8.2.1.2 (a) a flat-rate excess baggage surcharge ("XM") per commenced 5 kg and part thereof of excess luggage for checked baggage weighing up to a maximum of 40 kg per passenger. You can reduce the flat-rate excess baggage surcharge by 50% ("XB") if you register the excess baggage up to two hours before the scheduled time of departure, either online or by phoning the Germanwings call centre, and pay the surcharge using the method stated there.

8.2.1.2 (b) an additional excess baggage surcharge per kilo, if the total weight of checked luggage exceeds 40 kg per passenger ("XBAG").

8.2.1.3 Surcharge for bulky luggage: for the transport of checked luggage, which is not secured in cases or other similar compact receptacles, we levy special surcharges instead of the baggage surcharge in accordance with Art. 8.2.1.1 and the excess baggage surcharge in accordance with Art. 8.2.1.2. There is no obligation for us to carry bulky luggage. As a rule, however, if capacity is available, we will accept checked bulky luggage, if it is itemised as a type in our Table of Charges (Article 17) and if the surcharge laid down has been paid. In individual cases we require prior consultation.

8.2.2 Please find the respective surcharge fees in the Table of Charges (Article 17) or by contacting our call centre or check-in desks. The fees applicable are always those fees published on the day of the respective flight. For obligatory prior registration for services incurring charges the applicable fees are those published on the day of registration. The fees laid down are per leg and are thus calculated separately for the outward flight and the return flight. When booking flights with a connection all legs between the first point of departure and the final destination are counted as one leg.

## 8.3 Cargo

We do not carry cargo on our flights. Baggage can therefore only be carried as either Cabin Baggage or Checked Baggage, and must be carried together with a passenger.

## 8.4 Items that will not be accepted as baggage

8.4.1 Your Baggage must not contain Items which could be used to endanger the aircraft or people or property on board. These are individually listed in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA). This applies in particular to

8.4.1.1 Articles prohibited from being carried in the aircraft cabin

8.4.1.1.1 Guns, firearms & weapons

Any object capable, or appearing capable of discharging a projectile or causing injury including:

- All firearms (pistols, revolvers, rifles, shot guns etc.)
- Replica and imitations firearms
- Component parts of firearms (excluding telescopic sighting devices / sights)
- Air pistols, rifles and pellet guns
- Signal flare pistols
- Starter pistols
- Toy pistols of all types
- Ball bearing guns
- Industrial bolt and nail guns
- Cross bows
- Catapults
- Harpoon and spear guns
- Animal humane killers
- Stun or shocking devices e.g. cattle prods, ballistic conducted energy weapons (taser)
- Lighters shaped like a firearm

8.4.1.1.2 Pointed / edged weapons and sharp objects

Pointed or edged articles capable of causing injury, including:

- Axes and hatches

- Arrows and darts
- Crampons
- Harpoons and spears
- Ice picks
- Ice skates
- Lockable or flick knives with blades of any length
- Knives made of metal or any other material strong enough to be used as a potential weapon with blades of any length
- Meat cleavers
- Machetes
- Open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge)
- Sabres, swords and swordsticks
- Scalpels
- Scissors
- Ski and walking / hiking poles
- Throwing stars
- Tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, box cutters, utility knives, all saws, screwdrivers, crowbars, hammers, pliers, wrenches / spanners, blow torches.

#### 8.4.1.1.3 Blunt instruments

Any blunt instrument capable of causing injury, including:

- Baseball and softball bats
- Clubs or batons rigid or flexible - e.g. Billy clubs, blackjacks, night sticks and batons
- Cricket bats
- Golf clubs
- Hockey sticks
- Lacrosse sticks
- Kayak and canoe paddles
- Skateboards
- Billiard, snooker and pool cues
- Fishing rods
- Martial arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons, kubasaunts

#### 8.4.1.1.4 Explosives and flammable substances

Any explosive or highly combustible substance which poses a risk to the health of passengers and crew or the security of aircraft or property, including:

- Ammunition
- Blasting caps
- Detonators and fuses
- Explosives and explosive devices
- Replica or imitation explosive material or devices
- Mines and other explosive military stores
- Grenades of all types
- Gas and gas containers e.g. butane, propane, acetylene, oxygen - in large volume.
- Fireworks, flares in any form and other pyrotechnics (including party poppers and toy caps)
- Strike anywhere matches
- Smoke generating canisters or cartridges
- Flammable liquid fuel e.g. petrol / gasoline, diesel, lighter fluid, alcohol, ethanol
- Aerosol spray paint
- Turpentine and paint thinner
- Alcoholic beverages exceeding 70% by volume

#### 8.4.1.1.5 Chemical and toxic substances

Any chemical or toxic substance which poses a risk to the health of passengers and crew or the security of aircraft or property, including:

- Acids and alkalis - e.g. spillable "wet" batteries
- Corrosive or bleaching substances – e.g. mercury, chlorine
- Disabling or incapacitating sprays – e.g. Mace, pepper spray, tear gas
- Radioactive material - e.g. medicinal or commercial isotopes
- Poisons
- Infectious or biological hazardous material – e.g. infected blood, bacteria and viruses
- Material capable of spontaneous ignition or combustion
- Fire extinguishers

#### 8.4.1.2 Articles prohibited from being placed in hold luggage

- Explosives, including detonators, fuses, grenades, mines and explosives
- Gases: propane, butane
- Flammable liquids, including gasoline, methanol
- Flammable solids and reactive substances, including magnesium, firelighters, fireworks, flares
- Lighters
- Oxidizers and organic peroxides, including bleach, car body repair kits
- Toxic or infectious substances, including rat poison, infected blood
- Radioactive material, including medicinal or commercial isotopes
- Corrosives, including mercury, vehicle batteries
- Vehicle fuel system components which have contained fuel

If you are unsure about what items you may take with you, please call us or ask at the check-in desk.

8.4.1.3 Items, whose carriage is forbidden owing to the national legislation or official regulations of a country, via which or to which the aircraft is flying.

8.4.1.4 Items which are justifiably judged by us as unsuitable for carriage in the type of aircraft being used for the flight, because they are dangerous, or because of their weight, odour or content, their size or shape or because they are in any way delicate, fragile or perishable, or because they will unacceptably affect the comfort of other Passengers.

8.4.1.5 Firearms and explosives, handguns, automatic weapons, ammunition including blanks, gun sights, fireworks, flares, smoke canisters and fire-crackers.

8.4.2 Firearms for sporting and competition purposes and a maximum of 5 kg of ammunition may be carried in Checked Baggage when it is declared at check-in and appropriately packed. The regulations of the ICAO and IATA as referred to in Article 8.4.1.1. apply here. Special check-in times apply in this case, which you should enquire about with us beforehand.

8.4.3 Weapons, such as antique firearms, swords, knives and similar items can also be accepted as Checked Baggage at our discretion. They are, however, not allowed in the aircraft cabin.

8.4.4 Your checked luggage must not contain any cash, jewellery, precious metals, computers or other electronic equipment, negotiable documents, documents of financial value or other valuables, fragile objects, optical aids or perishables, keys, medicines, classified business documents, prototypes or models, passports or other identity cards and passes.

8.4.5 We will not carry wheelchairs unless they have sealed and leak-proof batteries (see also Article 7.2.3 (c)), we also will not carry extra oxygen for personal use, stretchers, prams or motors.

## 8.5 The right to refuse to carry Baggage

8.5.1 Apart from the exceptions mentioned in Articles 8.4.2 and 8.4.3 we will refuse to carry or carry further the items described in Article 8.4.

If all or part of your luggage is not transported as a result of the circumstances described in Article 8.4 we cannot be held responsible for the cost of storing and/or delivering those items of luggage. The cost of storing and/or delivering such items will be charged to you in a separate invoice.

8.5.2 We can refuse to carry Baggage when we justifiably consider it to be not suitably and securely packed in a container fit for the purpose. Information relating to packaging and unsuitable containers can be provided on request.

## 8.6 Right to Search

For reasons of flight safety and security we can ask to search and examine you and to search, examine and x-ray your Baggage. If we cannot contact you, your Baggage can be searched in your absence. This happens in order to ascertain whether your Baggage contains an item described in Article 8.4.1, or a firearm, piece of ammunition or other weapon which was not declared to us in accordance with Articles 8.4.2 or 8.4.3. If you do not consent to such a request we can refuse to carry you and your Baggage. If a search or examination causes damage or injury to you or an x-ray or examination damages your Baggage, we are only liable for such damages, if we have caused them through negligence of our duties.

## 8.7 Checked Baggage

8.7.1 After you have presented your Baggage to us, we will take custody of it and attach a baggage identification tag to each piece of Baggage.

8.7.2 Each piece of Checked Baggage must have your name or other personal identification attached to it.

8.7.3 Checked Baggage will, if possible, be carried on the same aircraft as you unless we decide for safety, security or operational reasons to carry it on an alternative flight.

## 8.8 Hand luggage

8.8.1 If your Baggage does not meet the requirements set out in Article 8.1.2 it must be checked in. In addition the following items may not be taken into the cabin of the aircraft:

- Toy weapons or replica weapons (whether plastic or metal)
- Nail files (paper files are permitted)
- Slingshots
- Cutlery
- Knives, whatever the length of blade
- Paper knives
- Razor blades
- Tools
- Darts
- Scissors
- Syringes
- Knitting needles
- Sports bats and rackets

8.8.2 From 6 November 2006 new rules for hand baggage will apply for all departures within the European Union.

From that date onwards each passenger will be able to take one piece of hand baggage on board weighing up to 8kg and measuring not more than 55 x 40 x 20 cm.

In addition to the current restrictions on hand baggage, there will from now on be restrictions governing the carriage of liquids and gels brought along by the passenger or purchased before the security-check in hand baggage:

- All liquids (such as toiletries and cosmetics, gels, pastes, creams, lotions, mixtures of liquids and solids, perfumes, pressurised containers, cans, water bottles etc) as well as wax and gel-like substances may only be carried on board in amounts less than 100ml or 100g.
- These liquids or substances must be packed in closed containers in a transparent, re-sealable plastic bag (max. contents 1 kg).
- It is the passenger's responsibility to purchase this bag before departure. They are available in many supermarkets, e.g. as freezer bags. It is currently not possible for passengers to obtain or purchase the required bags from Germanwings check-in.
- Prescription medicines and baby food may still be carried in hand baggage. The passenger must prove that such medicines and/or baby food are needed during the flight.
- Products and bags which do not meet the requirements or are only sealed with a rubber band or similar will unfortunately have to be surrendered by passengers

Please always show your plastic bag at security when your hand baggage is being screened.

In order to pass through the airport as quickly as possible, you are strongly advised to pack any liquids or gels which are not essential for your journey on board the aircraft in your checked baggage if possible.

As a matter of course, liquids from the Travel Value / Duty Free shops which have been purchased after you have passed through security are still allowed on board.

Germanwings shall not be liable for any items which passengers are prohibited from carrying in their hand baggage for security reasons and are required to surrender at the security checkpoint.

Please note that these limitations only apply to articles being carried in hand baggage and not for luggage to be checked in.

8.8.3 Objects that are not suitable for transport in the cargo hold (e.g. sensitive musical instruments) and which do not fulfill the conditions in Article 8.1.2, will only be allowed into the cabin if you contact us prior to the flight and we give express permission. We may possibly levy a special surcharge, the amount of which you can find in Article 5.4 "private seat".

## 8.9 Collection and Delivery of Checked Baggage

### 8.9.1 You are required:

To collect your Baggage as soon as possible at the destination or a stopover. If you do not collect your Baggage within a reasonable time, we will charge a storage fee in accordance with our Tariffs.

8.9.2 We have the right to give Checked Baggage to the holder of the Baggage Check, if issued, and the Baggage Identification Tag, without further checks as to this person's entitlement to the Baggage. This is unless circumstances have been made known to us which give us cause to doubt the entitlement of the Baggage Check holder to the Baggage.

8.9.3 If a person who requests a piece of Checked Baggage cannot produce the Baggage Check, if issued, and the Baggage Identification Tag, in order to identify the Baggage, we will only issue the Baggage to this person if he or she can prove to our satisfaction their entitlement to the Baggage.

### 8.10 Animals

The Carriage of Animals is only possible with our express permission. We will only grant permission for the transport of cats and dogs. If we grant permission, we will only transport animals under the following conditions:

8.10.1 You must ensure that animals to be transported are accommodated in a suitable closed, watertight and bite-proof transport bag, which may not exceed 25.5 x 40 x 40 cm in size and 8kg (including animal) in weight. You must ensure that you have all the health and vaccination certificates, import permits and other documents required by the countries you are travelling to or through. The animal must have enough room to stand up, turn round and lie in a natural position. Only one animal is allowed per bag and person. Otherwise, the animals will not be accepted for carriage. Carriage of animals can also be subject to further requirements, which you can obtain from us on request.

8.10.2 Even when we have accepted to carry an animal, the animal and its transport bag and food are not counted as free baggage. This means you must pay a specific charge in accordance with our Table of Charges (Article 17 "PETC"). We can only carry animals in the cabin.

8.10.3 Accompanying dogs (guide dogs), who are accompanying handicapped Passengers will be carried free of charge in addition to the normal Free Baggage allowance. Passengers who wish to travel with a guide dog must inform the Germanwings Reservation Centre in advance by telephone on 0871 7029987. In order to make sure that all of the necessary measures are taken you must also check in at least two hours before the planned departure time of your flight. Please also note Article 7.2.3 (e).

8.10.4 We are not responsible for an animal, whose export, import or health certification documentation or other documents, which are necessary for the import or transit of the animal into a country, state or territory, are incomplete or not in order. You and the Passenger who is travelling with the animal, are liable and responsible for all fines, costs, losses and obligations which incur to us or are imposed on us through such incomplete documentation.

## 8.11 Carriage of Urns, Human Corpses and Organs

The carriage of urns, human corpses and parts of corpses, as well as human organs is not permitted on our flights.

## Articel 9: Schedules, Delays, Cancellation of Flights

### 9.1 Schedules

9.1.1 Flight times given in schedules can change between the date of their publication and the date of departure. We cannot guarantee them.

9.1.2 Before we accept your booking we will indicate to you the scheduled flight time, which is applicable at this time and this will be given on your Flight Ticket. It is however possible that we will have to change the scheduled flight time after we have sent you your Booking Confirmation. If you give us a way of contacting you we will make an effort to inform you of these changes. If a major change in the timing of the flight occurs once you have already purchased your Flight Ticket, which is not acceptable to you, and it is not possible for us to rebook you onto another flight, you have in accordance with Article 10.2 the right to a refund of the Total Fare.

9.1.3 Please note when planning your journey, that we are a point-to-point airline offering direct connections at low prices. Connecting flights and the services which accompany them are therefore not offered by us. Should you still wish to combine more than one of our flights, or combine one of our flights with a flight from another airline, you do so at your own risk.

### 9.2 Non-carriage, Cancellation and Delays

9.2.1 We will take all necessary measures to carry you and your Baggage without delay. In order to achieve this to the best possible satisfaction of our Passengers, in particular to avoid flights being cancelled, we have the right in exceptional circumstances to allow a flight to be operated by another Airline on our behalf and/or with another aircraft.

9.2.2 If your flight is cancelled, the departure time is delayed by at least two hours or we fail to carry you despite your will to be carried, you have the right in certain circumstances to compensation and supplementary services. Your rights in this case, in particular the exact conditions and the type and extent of services are determined by the Regulation (EC) No. 261/2004 of the European Parliament and European Council dated 11.02.2004. Written information about this can be obtained at the check-in desk or at the gate.

9.2.3 Our liability for further damages remains unaffected by this and is governed by Article 15.

## Article 10: Rules Governing Refunds

### 10.1 Refunds Procedure

The conditions set out in this Article govern solely the manner in which refunds are to be made, once a refund has become payable as a consequence of a particular condition. In such a case the following is applicable:

10.1.1 Unless this Article states otherwise, we are entitled to make a refund either to the Passenger named in the Flight ticket or to the person who has paid for the Flight Ticket – upon production of conclusive proof of payment. When payment is made by credit card or by bank debit we will transfer the amount of the refund back to the credit card or bank account unless agreed otherwise.

10.1.2 If a Flight Ticket has been paid for by a person other than the Passenger named on the Flight Ticket, and it states on the Flight Ticket that there is a refund restriction, we will only make the refund to the person who paid for the ticket or on the instructions of this person, we will make the refund to another person.

### 10.2 Amount of obligatory refunds

Unless otherwise expressly stated in these conditions of carriage, the amount of refunds complies with legal provisions.

### 10.3 Fee for cancellation of contract

If you are solely or predominantly responsible for a circumstance, which means it was impossible for us to carry you as agreed and we are released from our duty to provide service (section 275 of the German Civil Code), or if you espouse said circumstance, for which we are not responsible, at a time when you are in default of acceptance, we reserve the right to claim the fare. However, you must be allowed to credit against us what we save due to release from service or acquire from other use of our labour (section 326 of the German Civil Code).

### 10.4 The right to refuse to pay a refund

We may refuse to refund a Flight Ticket, which is presented by us or a government official as proof of your intention to leave a country, until you can conclusively prove that you have permission to stay in the country concerned or that you are leaving this country using a different Airline or another mode of transport.

### 10.5 Currency

We reserve the right to pay the refund in the same manner and in the same currency in which the ticket is normally paid for.

#### 10.6 Who the refunds are made by

Other refunds are made only by the Airline, which originally issued the Flight Ticket or through their Authorised Agents.

### Article 11: Behaviour on Board the Aircraft

#### 11.1 General

If it is our objective opinion that you conduct yourself on board in such a way that you endanger the aircraft, any person or property on board, or that you obstruct the crew in the performance of their duties or you fail to comply with any instructions of the crew, including instructions relating to smoking, alcohol or the use of drugs, or if you behave in such a way which may cause objection, disturbance, damage or injury to other passengers or crew, we may take such measures as we deem necessary to prevent such behaviour from continuing, including physical restraint. You can be removed from the aircraft and your further carriage may be refused. You can be prosecuted for offences committed on board the aircraft.

#### 11.2 Electronic Equipment

For safety reasons we may limit or prohibit the use of electronic equipment, including but not limited to mobile telephones, laptops, recording equipment and radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is permitted.

#### 11.3 Alcoholic Drinks

The consumption of alcoholic drinks brought on board by Passengers is not allowed.

### Article 12: Agreements for Additional Services

12.1 If we make an agreement with a third party relating to additional services for you, in order to provide services other than carriage on board the aircraft, or if we issue a Flight Ticket or Voucher/Receipt in respect of carriage or services (other than carriage by air), which will be provided by a third party – such as hotel reservations or car hire – we shall be acting exclusively as an agent of the third party.

12.2 If we also offer you ground transport services, these may be subject to other conditions. These conditions are available from us on demand.

### Article 13: Administrative Formalities

#### 13.1 Travel Documents

13.1.1 You are responsible for acquiring all of the necessary travel documents and respecting all applicable laws, regulations, orders, directives and travel requirements of the countries in to which, from which and through which you are travelling.

13.1.2 Before the start of your journey you must submit all exit, entry, health and other documents, which are required by the country concerned by way of its laws, regulations, orders, demands or other requirements, and you must allow us to make and keep photocopies of these documents. We reserve the right to deny carriage to you if you do not meet these requirements or your travel documents do not appear to us to be in order.

#### 13.2 Responsibility for fines, detention costs, etc

13.2.1 If we are required to pay a fine or to pay detention costs, or other expenditure on account of your failure to respect or abide by the laws, regulations, orders, directives or other travel requirements of the countries concerned, or your failure to produce the necessary documentation, you are obliged to reimburse us on demand any expenses incurred by us. We may use the value of the unused portion of your ticket or your property which is in our custody as part settlement of this payment.

13.2.2 If you are refused entry into a country, you are responsible for paying us for the cost of carrying you out of that country. The price payable for carriage to the place where entry was refused or denied will not be refunded by us.

#### 13.3 Customs inspections/searches/audits

If required, you must allow customs or government officials to search your Baggage. We are not responsible for loss or damages which you suffer as a consequence of this search or as a consequence of your failure to comply with this demand.

#### 13.4 Security search/inspection

You are obliged to undergo any and all security searches by representatives of authorities, airport officials, carriers or us.

## 13.5 Personal Data

13.5.1 You acknowledge that your personal data is passed onto us for the following purposes:

Carrying out a reservation, acquiring a Flight Ticket, acquiring additional service and carrying out payment, preparing and offering services, simplifying immigration and customs procedures and making this data available to government officials relevant to your journey. To these ends you grant us the authority to gather, store and use this data and to transmit it to our offices, our Authorised Agents, government officials, other Airlines or to those who are providing the services named above.

13.5.2 Germanwings neither sells nor rents your personal data to third parties. We only pass on your personal data including information concerning method of payment and flight booking to the payment processing organisation of your credit or bank card, with which you are making your booking. Germanwings reserves the right to pass on your personal data to trusted third parties, who are performing services for you. For example, details from Germanwings booking forms may be offered to our cooperation partners, so that Germanwings customers can quickly and easily book hotels, reserve hire cars or take out holiday insurance. We will advise you before any data is transferred, and you will have to give your consent by clicking "OK". We only collect and/or pass on personal data to government/state bodies and authorities when obliged to by binding legislation.

## Article 14: Order of Carriage

Carriage by us or by other Airlines on one Flight Ticket is seen as one instance of carriage in accordance with the Convention. However, please see Article 15.1.5..

## Article 15: Liability for Damage

### 15.1 General

15.1.1 The liability of other Airlines who are involved in your journey is unaffected by the regulations set out in this Article and is governed by their own terms or applicable legal provisions.

15.1.2 In no case does our liability exceed the amount of proven Damage.

15.1.3 We are only liable for indirect or consequential Damage if we have caused these intentionally or through gross negligence. This does not apply to indirect or consequential Damage arising from death, injury or health damage to a person, which arose from negligence of our duties. The terms of the Convention remain unaffected.

15.1.4 If the Damage was caused by or contributed to by the actions of the person who suffered the Damage, we may be exonerated wholly or in part from our liability in accordance with applicable law. This also applies if the person who suffered the Damage failed to observe their obligations in respect of damage limitation.

15.1.5 We are liable only for Damage occurring on our flights or on flights of another airline who is providing on our behalf in place of us the flight for which the passenger booked with us. Furthermore, if we issue a Flight Ticket for carriage on the flights of another Airline or accept Baggage for carriage on the flights of another Airline, we are solely acting as agent for that Airline. Nevertheless, in the case of Checked Baggage you have the right to claim compensation for Damages against the first or last Airline in a consecutive series of carriages as you see fit.

15.1.6 We are not liable for Damage arising from our compliance with any laws or government regulations, orders or requirements or for Damage which occurs when you or the Passenger do not comply with them.

15.1.7 Unless caused intentionally or through gross negligence, we are not liable for errors or omissions in flight schedules or other publications of flight times, nor for information given by our Authorised Agents, employees or other representatives, relating to flight departure or arrival information or the operation of flights.

15.1.8 Any exclusion or limitation of our liability shall apply to and be for the benefit of our Authorised Agents, employees or other representatives and any third party, whose aircraft is used by us, including the third party's Authorised Agents, employees and other representatives. The total amount which can be recovered from us and from such other people as compensation for Damage may not exceed the amount of liability applicable to us.

15.1.9 Unless expressly stated to the contrary, the conditions of this Section also apply without restriction to the specific cases set out below.

### 15.2 Personal Injury or Death

15.2.1 If a Passenger is killed, wounded or in any other way injured while on board the aircraft or while boarding or disembarking, our liability is based upon

- the EC Council Regulation 2027/97 of 9.10.1997 on air carrier liability while carrying passengers and their luggage by air, as drafted in Regulation (EC) No. 889/2002 of the European Parliament and the European Council dated 13.05.2002.

- in the case of international flights, it is extended according to the terms of the Convention and  
- these Conditions of Carriage.

15.2.2 (a) For claims up to the amount in Euros equivalent to 113,100 SDR per passenger we will not take advantage of any exoneration of our liability, even if we can prove that we or our staff took all necessary measures to avoid the Damage or that it was impossible for these measures to be taken. However, insofar as we are able to prove that the injured party is responsible for causing the damage in whole or in part, we shall be exonerated of liability.

15.2.2 (b) Furthermore, the exclusions set out in the Convention and in applicable national law apply in full. We shall however not be liable for further damages if we prove that the damages do not result from the fault, negligence or illegal behaviour of us or our staff, or that they exclusively resulted from the fault, negligence or illegal behaviour of a third party.

15.2.3 In the case of such Damage we will without delay, and in any event not later than 15 days after the identity of the natural person(s) entitled to compensation has been established, make such advanced payments as may be required to meet the immediate financial needs of that/those person(s) on a basis proportional to the hardship suffered. In the event of death this advance payment will be at least the equivalent in Euros of 18,096 SDR per Passenger. This advanced payment is in no way an admission of liability by us and may be offset against any subsequent sums payable if we are later held liable. The advanced payment is not returnable unless it is ascertained that the Passenger is also partly or fully responsible for the Damage or if it is subsequently proven that the person(s) who have obtained the advanced payment caused or contributed to the Damage by negligence or the person(s) who received the payment was/were otherwise not eligible for it.

15.2.4 If we carry a Passenger whose age, mental or physical condition is such that carriage poses a danger to the Passenger his or herself, we shall not be liable for any kind of personal injury or damage (including Death), insofar as it is caused by this condition. Passengers for whom carriage could pose a risk on these grounds must inform us beforehand so that we can check whether and under what circumstances they may be carried without danger.

### 15.3 Damage to Baggage

15.3.1 Our liability for damages through destruction, damage and loss of Baggage and of objects of personal property belonging to passengers is in accordance with the Regulation (EC) of the Council dated 09.10.1997 about the liability of airline companies for the carriage of passengers and their luggage by air transport, as worded in the Regulation (EC) no. 889/2002 of the European Parliament and the Council dated 13.05.2002, supplemented in the case of international travel as defined by the terms of the Agreement and these Conditions of Carriage.

15.3.2 If Checked Baggage is destroyed, damaged or lost while it was on board an aircraft of otherwise in our charge, we will not be liable for damages if we prove that the damage was not caused by the negligence, fault or illegal behaviour of us or of our staff or that it was exclusively caused by the negligence, fault or illegal behaviour of a third party.

15.3.3 In other cases, in particular in the case of damage to baggage not checked in and the personal property of passengers, we shall only be liable insofar as the damage was caused by our fault or the fault of our staff.

15.3.4 In any case we reserve the right to prove that the person suffering damages was wholly or partly responsible for causing the damages, and in providing such proof we shall be free of liability.

15.3.5 Furthermore we shall not be liable if and as far as the damage

15.3.5 (a) is caused by the nature of the baggage or an inherent defect thereof,

15.3.5 (b) means the loss or damage of items, which may not be contained in baggage in accordance with Article 8.4, such as fragile or perishable items contained in checked baggage, optical aids, computers or other electronic equipment, jewellery, silver items, money, documents of financial value, securities or other valuables, keys, medicines, business documents or samples, passports or identity documents; unless we have given express permission in exceptional cases for the carriage of the concerned items contrary to the regulations in Article 8.4.

15.3.5 (c) is caused by items in the passenger's baggage. If these items cause damage to the baggage of another passenger or to our property, the passenger must compensate us for all damage and expenses the air-freight carrier incurs.

This limitation to liability does not apply if we or our staff caused the damage intentionally or through gross negligence.

15.3.6 Furthermore our liability shall be limited:

15.3.6 (a) in the case of transport solely within the Federal Republic of Germany and for international transport within the area covered by the Montreal Agreement to an amount in euros equivalent to 1,131 SDR per passenger,

15.3.6 (b) in other cases

- for Checked Baggage to the amount of 27,35 € per kilogram and
- for baggage not checked in to the amount of 547,08 € per passenger.

15.3.7 The limitations to liability mentioned in Article 15.3.6 do not apply, if

15.3.7 (a) You prove that the damages were caused by an action or negligence on the part of us or of our staff, carried out either with the intention to cause damage or negligently and in the knowledge that damages would probably occur, or

15.3.7 (b) You have indicated to us when you checked in your baggage an amount of money which was equivalent to the higher level of interest attached by you to your baggage being delivered to your destination, and you have

paid the supplement which we charged for this; in this case we will be liable for the amount of money which you indicated, unless we prove that your interest in the baggage being delivered was in fact lower than that indicated by you.

#### 15.4 Loss and Damages caused by delay, non-carriage and cancellation

15.4.1 Insofar as we have to compensate loss and damages caused by delay to carriage of Passengers or Baggage by air, our liability is limited to a maximum amount equal to

- the equivalent in Euros to 4,694 SDR per Passenger or
- if only Baggage is affected by the delay, the amounts listed in Article 15.3.6

15.4.2 We shall however be freed from liability for damages caused by delay if we prove that we or our staff took all reasonable measures to avoid the damages or that it was not possible to take such measures.

15.4.3 The measures in Article 15.3.4 and 15.3.7 apply accordingly.

15.4.4 These regulations apply accordingly, insofar as we have to compensate loss and damages caused by non-carriage of Passengers or Luggage or by cancellation of a flight. Insofar as compensatory services are provided for in these cases by Regulation (EC) no. 261/2004 of the European Parliament and Council dated 11.02.2004 (cf. Article 9.2.2) these will be included in the calculation of any compensation claim.

#### 15.5 Deadlines for Claims of Compensation and Complaints

15.5.1 The acceptance of baggage by the owner of the baggage receipt at the time that the baggage is handed out is sufficient proof that the baggage was handed out in a good state and in accordance with the carriage agreement, unless you prove the contrary. If you wish to make a claim for damage compensation or a complaint relating to damage sustained by checked baggage, you must inform us as soon as you have discovered the damage, and in any event not later than seven (7) days after claiming the baggage. If you wish to make a claim for damage compensation or a complaint relating to delayed checked baggage, you must inform us within twenty-one (21) days from the day when your baggage was once again in your possession. All notifications of this type must reach us in written form. A damage report registered at the airport does not replace the need for a written statement to be sent to Germanwings.

15.5.2 A claim for damage compensation of any kind in the case of international carriage must be made within a 2 year period from the day on which the aircraft landed at the destination or from the day that the aircraft should have arrived, or from the day on which carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court hearing the case. This is also the case for national air carriage when enforcing claims that are by their nature governed by the Montreal Convention.

### Article 16: Other Conditions

For certain special cases supplementary special regulations govern the carriage of you and your Baggage, which shall also become part of the carriage agreement and are therefore also important. They apply to the following points:

- The carriage of unaccompanied minors, pregnant women and Passengers who are ill,
- restrictions on the use of electronic equipment and items,
- the consumption of alcoholic drinks on board,

The regulations and conditions which are applicable in these circumstances are available from us on request and can be consulted and downloaded on our website.

### Article 17: Table of charges

Unless expressly stated otherwise, the charges indicated apply per person and flight segment (abroad). For German domestic flight segments VAT must be added.

If you have booked a one-stop connection, the individual flight segments will be charged separately. This applies to the following additional services provided: BIKE, INF, PETC, SPEQ, GOLF, SEF and SWP.

Type of service	Description	Charges per person and flight segment to European destinations	Charges per person and flight segment for German domestic flights
	Service for disabled passengers		

BLND	Boarding and disembarking assistance for visually-impaired passengers	no fee	no fee
DEAF	Boarding and disembarking assistance for deaf/dumb passengers	no fee	no fee
WCHR	Assistance for passengers with impaired mobility on airport apron	no fee	no fee
WCHS	Assistance for passengers with impaired mobility on aircraft steps	no fee	no fee
WCHC	Carrying passengers with impaired mobility to seat on aircraft	no fee	no fee
WCMP	Transport of manually-operated wheelchair	no fee	no fee
WCBD	Transport of a motorised wheelchair working on dry battery	no fee	no fee
Guide dog	Transport of a guide dog	no fee	no fee
	Carriage of baggage		
BAG	Reduced baggage surcharge per item of checked luggage	10 € / £9 / 13 CHF / \$14 / 280 CZK / 100 SEK	11,90 € (incl. 19% VAT)
BGA	Baggage surcharge per item of checked luggage	20 € / £18 / 26 CHF / \$28 / 560 CZK / 200 SEK	23,80 € (incl. 19% VAT)
XB	Reduced flat-rate excess baggage surcharge per commenced 5 kg or part thereof of excess luggage up to a maximum of 40 kg per passenger	30 € / £27 / 40 CHF / \$42 / 840 CZK / 300 SEK	35,70 € (incl. 19% VAT)
XMA	Flat-rate excess luggage surcharge for excess luggage of up to 5 kg total weight per passenger	50 € / £45 / 66 CHF / \$70 / 1400 CZK / 500 SEK	59,50 € (incl. 19% VAT)
XMB	Flat-rate excess luggage surcharge for excess luggage of over 5 to 10 kg total weight per passenger	90 € / £80 / 119 CHF / \$125 / 2520 CZK / 900 SEK	107,10 € (incl. 19% VAT)
XMC	Flat-rate excess luggage surcharge for excess luggage of over 10 to 15 kg total weight per passenger	130 € / £116 / 172 CHF / \$181 / 3640 CZK / 1300 SEK	154,70 € (incl. 19% VAT)
XMD	Flat-rate excess luggage surcharge for excess luggage of over 15 to 20 kg total weight per passenger	170 € / £151 / 224 CHF / \$236 / 4760 CZK / 1700 SEK	202,30 € (incl. 19% VAT)
XBAG	Additional excess baggage surcharge per kilo for a total weight over 40 kg	10 € / £9 / 13 CHF / \$14 / 280 CZK / 100 SEK	11,90 € (incl. 19% VAT)
SKI	Transport of skiing equipment up to max. 30 kg (skis/snowboards (max. 3 pairs/boards per person) incl. accessories such as sticks and ski/snowboarding boots)	no fee	no fee
SWP	Transport of sports weapons per item (incl. ammunition)	40 € / £36 / 53 CHF / \$56 / 1120 CZK / 400 SEK	47,60 € (incl. 19% VAT)
GOLF	Transport of golf equipment per set	40 € / £36 / 53 CHF / \$56 / 1120 CZK / 400 SEK	47,60 € (incl. 19% VAT)
BIKE	Transport of bicycle (packed securely for transport) per bike Packing material is not provided by Germanwings!	40 € / £36 / 53 CHF / \$56 / 1120 CZK / 400 SEK	47,60 € (incl. 19% VAT)

SPEQ	Transport of the following specialised equipment: bodyboard, surfboard, sailboard/hang-glider, diving equipment	40 € / £36 / 53 CHF / \$56 / 1120 CZK / 400 SEK	47,60 € (incl. 19% VAT)
	Specific services		
ADD	Service surcharge levied when booking or changing a booking (flight date) via the call centre	8 € / £7 / 11 CHF / \$11 / 224 CZK / 80 SEK (per booking, not per person and leg)	9,52 € (incl. 19% VAT) (per booking, not per person and leg)
ADD	Service surcharge levied when booking or changing a booking (flight date) at a Germanwings airport sales desk or through a commercial agent	8 € / £7 / 11 CHF / \$11 / 224 CZK / 80 SEK (per booking, not per person and leg)	9,52 € (incl. 19% VAT) (per booking, not per person and leg)
BKG	Fee for booking charges (up to 2 hours prior to departure)	35 € / £31 / 46 CHF / \$49 / 980 CZK / 350 SEK plus the difference in fare price of new flight	41,65 € (incl. 19% VAT) plus difference in fare price of new flight
NC1	Change of name per person and per booking	35 € / £31 / 46 CHF / \$49 / 980 CZK / 350 SEK plus difference in fare price of new flight	41,65 € (incl. 19% VAT) plus difference in fare price of new flight
PETC	Transport of pets up to 8 kg in an appropriate container Containers for transporting pets are not provided by Germanwings!	40 € / £36 / 53 CHF / \$56 / 1120 CZK / 400 SEK (guide dogs travel for free)	47,60 € (incl. 19% VAT) (guide dogs travel for free)
TAF	Transaction fee per payment by credit card	8 € / £7 / 11 CHF / \$11 / 224 CZK / 80 SEK	9,52 € (incl. 19% VAT)
TAFR	Reduced transaction fee per payment by credit card	1,50 € / £1 / 2 CHF / \$2 / 42 CZK / 15 SEK	1,79 € (incl. 19% VAT)
TAFG	Transaction fee for payments by credit card for group bookings per person and leg	1,50 € / £1 / 2 CHF / \$2 / 42 CZK / 15 SEK	1,79 € (incl. 19% VAT)
TAF4U	Transaction fee per payment with VISA Electron, VISA Debit card or by direct debit	no fee	no fee
INF	Service fee per leg for children up to 2 years of age	15 € / £13 / 20 CHF / \$21 / 420 CZK / 150 SEK service fee	17,85 € (incl. 19% VAT)
UM	Supervision of children between 5 and 11 travelling alone (unaccompanied minor service in accordance with Article 22)	only within Germany	35,00 € (incl. 19% VAT)
Pushchairs	Transport of pushchairs on airport apron, on aircraft steps, in the airport	no fee	no fee
SEF	Seat reservation - standard	8 € / £7 / 11 CHF / \$11 / 224 CZK / 80 SEK	9,52 € (incl. 19% VAT)
SEF	Seat reservation - Best Seat	15 € / £13 / 20 CHF / \$21 / 420 CZK / 150 SEK	17,85 € (incl. 19% VAT)
	Other fees		
CBF	Flat-rate compensation per returned direct debit	12,33 € / £11 / 16 CHF / \$17 / 345 CZK / 123 SEK	12,33 €

CLX	Flat-rate cancellation fee per booking in accordance with Article 19.4	25 € / £22 / 33 CHF / \$35 / 700 CZK / 250 SEK	25 €
-----	--	--	------

## Article 18: Group bookings

### 18.1 General

A group booking consists of a flight booking for more than 9 people under one single booking number in line with the specific conditions in this Article. As long as no specific conditions in our General Conditions of Carriage are infringed, they are still applicable.

### 18.2 Making a group booking

18.2.1 Group bookings can only be made online. They cannot be made by contacting the Germanwings call centre or at the Germanwings airport sales desk.

18.2.2 To make a group booking you must fill out the group booking form on our webpage. Fill in the passenger data fields and the flight dates and instead of filling in the passenger names, simply enter the number of passengers. Fill out the whole form and send it to us online by following the indications that appear on the screen.

18.2.3 We will then send you an individual, non-binding quote by email. If you agree with the quote, you must send a signed fax to us requesting the conclusion of a binding carriage contract based on our quote. The requested group carriage contract is concluded, if we confirm the quote to you via email within two working days (Monday to Saturday) in an email with a booking confirmation.

18.2.4 Please note that you are the single contract partner, even if you yourself are not in the list of passengers. The passengers you specify (later) are the ones entitled to be carried. For Germanwings you are still our sole point of contact for implementing the carriage contract as well as the obligations therein on ensuring the fare is paid. You must ensure that the necessary information, such as the General Conditions of Carriage (GCC), flight schedule, changes to flights, etc., is forwarded to group members in a timely and complete fashion.

### 18.3 Specifying passengers / changing bookings / cancellations

18.3.1 Passengers' names must be forwarded at the latest 4 working days (Monday to Saturday) before the scheduled departure date of the outward journey. The day of departure should not be calculated in these 4 days. The process can only be concluded by sending back the completed excel sheet sent out with the booking proposal by email, stating the given and surnames of all passengers.

18.3.2 The right to carriage can be transferred free of charge to people other than those already named as passengers, and missing or incomplete given or surnames can be supplemented (change of passenger) until the point stated in Article 18.3.1. After this time we charge a flat-rate fee for a change of passenger, the amount of which you can find in our Table of Charges (Article 17 'NC1').

18.3.3 As long as there are seats available on the new flight, flight bookings can be changed to another scheduled flight. Changes cannot be made to the booked route. Except for the cases outlined in Article 3.2.2, Article 5.5.1, Article 9.1.2 and Article 9.2.2 we charge a flat-rate fee for each change to a booking per passenger and per leg, the amount of which you will find in our Table of Charges (Article 17 'BKG'). The flight fare depends on the applicable fare bracket for the leg concerned at the time the booking is changed. For changes to bookings for up to 9 people the flight fare for individual bookings applies. For groups of more than 9 people a new group rate is calculated and applied. If that flight fare is higher, as well as paying the flat-rate fee as stated in paragraph 3 ('BKG'), you must also pay the difference. However, we do not allow refunds if the amount is lower. Concerning any additional payment obligations arising from booking changes, we would specifically refer to our right to refuse services (Article 4.5.1).

18.3.4 Please note that a passenger change under Article 18.3.2 is only possible up to two hours before the scheduled departure time of the first leg (outward journey). Changing a booking under Art. 18.3.3 is only possibly up to two hours before the scheduled departure time of the flight to be changed. Passenger changes and changes to bookings are only then possible in the cases outlined in Article 3.2.2, Article 3.2.3, Article 3.2.4, Article 5.5.1, Article 9.1.2 and Article 9.2.2 and when the change to the booking occurs immediately upon the removal of the cause of the hindrance.

18.3.5 It is not possible to subsequently increase the number of group members in the group-booking process. On group bookings for 12 or more passengers you have the right to cancel 10% (rounded down in line with the number of passengers) of people's reservations up to one month before departure and be refunded the appropriate portion of the airfare.

### 18.4 Payments

Payments are to be made in line with the rules in Article 4.5. For payments by credit card we charge a reduced transaction fee notwithstanding the general conditions. This fee is per person and leg and you can find the amount in our Table of Charges (Article 17 'TAFG').

## Article 19: Flex Fare

### 19.1 Flex Fare

The Flex fare contains the following services in addition to those provided in the basic fare bracket:

19.1.1 All flights which have been booked using the Flex fare (Flex flights) can be cancelled and changed according to the rules in Article 19.3 and 19.4.

19.1.2 Free reservation of a specific seat (incl. Best Seat) depending on availability according to the rules in Article 5.3.2 and the first sentence of 5.3.3. The supplementary fees in Article 5.3.2 are not levied.

19.1.3 Up to 5 items of checked luggage free of charge. The luggage surcharge stipulated in Article 8.2.1.1 will only be levied starting from the 6th item of luggage.

19.1.4 A "Happy Picnic" (worth 3,80 €) consisting of a tasty sandwich and water or a hot drink (0,2 l) or soft drink (0,15 l)

### 19.2 Booking the Flex fare

19.2.1 To the extent that it is available for the selected flight segment at the time of booking, the flight can also be booked using the Flex fare. Booking a flight in the Flex fare bracket depends on your selecting all or individual flight segments booking under a single booking number (outward or return flight). It is not possible to combine the Flex fare with the connecting flight fare bracket (Article 21).

19.2.2 Changing the fare bracket from Basic to Flex at a later date is possible up to 2 hours before departure in line with the provisions in Article 5.2. You cannot change a booking from Flex to Basic.

### 19.3 Making changes to Flex flights

19.3.1 You can change Flex flights free of charge as often as you like for the same leg and passenger to another scheduled departure time up to one year after the day of the (original) booking as long as seats on the desired new flight are available. You can change the passenger name up to two hours before the scheduled time of departure in line with Article 5.2.1 a) and Article 5.2.3.

You cannot change the booked route.

19.3.2 Notwithstanding Article 5.2.2 the booking change must be made at the latest 30 minutes before the (most recently) booked scheduled departure time, either via our website by logging into your personal "My bookings" section or by telephone via the Germanwings call centre, or in person at a Germanwings airport sales desk.

19.3.3 Unlike in Article 3.2.3 no rebooking fees or fare surcharges shall apply to the rebooking.

### 19.4 Cancellation of Flex flights

19.4.1 You can cancel a Flex flight at any time without providing a reason by simply cancelling the booking. If so desired, it is possible to cancel an individual flight segment (e.g. an outward or return flight) or an individual passenger's flight, which forms part of a booking under one booking number. This right to free cancellation does, however, not cover that were previously rebooked from the Basic or Best to Flex fare bracket. This is in line with the general provisions of the conditions of carriage.

19.4.2 Cancellation must take place at the latest 30 minutes before the (most recently) booked scheduled departure time of the flight to be cancelled either by telephone via our call centre or in person at a Germanwings airport sales desk

19.4.3 If you choose to exercise this right, we will refund you the Flex fare paid for the flight segments and passengers concerned minus a cancellation fee. The cancellation fee can be found in the Table of charges (Article 17 "CLX"), unless you can prove that the fee payable to us in the case of a cancellation in accordance with Article 649, Paragraph 2 of the relevant German legislation would be significantly less.

## Article 20: Rail & Fly Terms of Use

### 20.1 Scope

Conditions for internet ticket sales for Deutsche Bahn AG apply, unless otherwise stipulated in the following provisions. When you register with "My Germanwings" and every time you log in to our homepage, you accept these terms of use in the respective valid version as the only applicable terms. Any amendments to these terms of use will be sent to you via email. If you do not object to said amendments within four weeks after receipt of the notice, the amendments will be taken as acknowledged by you. In the case of an amendment to the terms of use, you will still be informed separately of your right to object and the legal consequences of not doing so.

The contracting party for your Rail & Fly online tickets is Germanwings GmbH (click to print). Booking, payment and, where applicable, reimbursement of Rail & Fly online tickets are carried out exclusively through Germanwings GmbH.

For ticket inspections on board the train necessary documents are the Rail & Fly online ticket, the Germanwings booking confirmation, which shows which booked Germanwings flight are to be taken, as well as the identity card

indicated in the booking process. If these documents cannot be produced, the Rail & Fly ticket loses its validity.

The passenger, whose name is on the Rail & Fly ticket, must be present on board the train. If the ticket is invalid due to the reason stated above, the passengers must pay the cost of the regular ticket including the surcharge for buying a ticket on board the train.

Passengers themselves are responsible for catching the booked flight on time. Please understand that Germanwings does not provide any information on possible train connections nor accepts any liability for delays.

## 20.2 Purchasing tickets

20.2.1 You can only purchase Rail & Fly online tickets to print off individually if you have accepted these terms of use.

20.2.2 Rail & Fly online tickets can only be purchased in the second step of the flight booking process at <http://www.germanwings.com>. You cannot book Rail & Fly tickets when you book a blind-booking flight. Once you have completed the booking process you can only then book Rail & Fly tickets online in the "My Germanwings" section up to three hours before the first flight. You will receive your Rail & Fly online tickets after payment by clicking on a link, which is clearly visible on the Germanwings online booking confirmation as well as in the booking confirmation sent by email. You are required to click on this link to receive your Rail & Fly online ticket. To use the Rail & Fly online ticket you are required to click on the download link to obtain the Rail & Fly online ticket and print out the PDF document on standard white DIN A paper (the barcode must be legible!). No tickets are sent by post.

20.2.3 Rail & Fly online tickets are not transferable as personal tickets, cannot be cancelled and are only valid when accompanied by the valid BahnCard used for identification when booking and the EC or credit card used. The passenger must be the same person as the BahnCard/EC/credit card holder. With tickets for multiple passengers only the person who booked must show the BahnCard and EC/credit card for identification purposes.

20.2.4 One Rail & Fly online ticket can currently be issued for up to nine people. If the flight is booked for two to nine passengers, you can only purchase one Rail & Fly online ticket, which is issued to cover several people (optional return). Single passengers receive one Rail & Fly online ticket issued solely for them.

20.2.5 The Rail & Fly offer can only be used in connection with an international flight booked with Germanwings to or from Cologne/Bonn, Stuttgart, Berlin-Schönefeld, Hanover or Dortmund to or from any airport outside Germany with the exception of Brussels, Zurich, Salzburg and Vienna. You can only book train tickets for routes paid in euros.

## 20.3 Data protection/data security

20.3.1 To process the carriage agreement the following pieces of personal information are needed and will be forwarded by Germanwings GmbH to the Deutsche Bahn Distribution Company (DB Vertrieb GmbH): first name, surname, address, telephone number, email address, BahnCard/credit card number and EC card information (account number and bank code) for online ticket identification. For the rest the other Germanwings GmbH data protection provisions apply. They can be viewed .

20.3.2 The Deutsche Bahn Distribution Company (DB Vertrieb GmbH) promises to collect, process and use this personal information, using an automated system, for the exclusive use of carrying out the carriage agreement in accordance with the applicable data protection provisions.

## 20.4 Inspection/Misuse

20.4.1 In the Rail & Fly online ticket procedure the various pieces of information on the booking are encoded in a certificate and contained in the printed-out paper copy. At inspection the BahnCard, EC or credit card indicated as identification, as well as the certificate, are entered into a control unit, which decodes the certificate and displays the ticket data. The control unit stores a control data record, which is compared with the booked Rail & Fly online ticket.

20.4.2 Please ensure you have with you on board the train the BahnCard, EC or credit card indicated as identification in the booking process. Without the identification indicated in the booking process the ticket is invalid and all passengers must purchase a ticket at normal on-board fare on the train.

20.4.3 In cases of misuse (e.g. unauthorised multiple use of a Rail & Fly online ticket) the journey is not covered by a valid ticket. In such cases Germanwings will require the normal fare plus a handling fee of €50 and the offending passenger will be banned from using the online ticket process at both Germanwings GmbH and at <http://www.bahn.de/> . Furthermore we reserve the right to bring a charge for misuse. Control data records are automatically deleted after 7 months.

## 20.5 Ticket validity

The Rail & Fly online ticket is only valid in connection with a Germanwings online flight booking to other countries in Europe and only for arrivals and departures to and from airports in Cologne/Bonn, Stuttgart, Berlin-Schönefeld, Hanover or Dortmund.

Depending on the type of Rail & Fly online ticket (one-way or return) you can use it on the day before the departure date, on the day of departure as well as the day of the return and the day after that. The period between outbound and inbound flights cannot exceed two months. Outward and inward rail journeys must be directly to the destination airports/home station. Departure and return airports do not necessarily have to be the same.

The ticket allows second-class travel within Germany on all scheduled Deutsche Bahn AG trains (InterCityExpress, InterCity, EuroCity, InterRegioExpress, RegionalExpress, RegionalBahn and S-Bahn (urban trains)). IC, EC supplements and ICE surcharges are included. Tickets are not valid on DB car transport trains, special trains, InterConnex, Cisalpino and non-federally owned railways (NE railways). Standard surcharges are applicable on ICE Sprinter and DB night trains/CityNightLine services. Please reserve your seat before departure at your nearest DB travel centre or at any DB agency. Booking fees currently stand at 4,50 € per journey and on a maximum of 2

trains (connecting reservation). Rail & Fly tickets are not valid within integrated public transport networks. When accompanied by parents/grandparents, children under the age of 2 travel for free.

## 20.6 Arrival by Bus and Train

You can use all Deutsche Bahn AG trains as well as all means of local transport of the participating Rail & Fly transfer partners to and from the airport. Due to the fact that delays can never be completely ruled out on public transport, you should choose the connection that allows you to arrive at the latest two hours before your plane departs. Each passenger is responsible for their own punctual arrival at the airport. If you miss your plane, Germanwings accepts no liability for the late arrival of buses or trains.

## 20.7 Changing reservations and cancellation

The Rail & Fly online ticket cannot be cancelled or refunded. The Rail & Fly online ticket can only be changed when a flight is changed (only travel date) online at <http://www.germanwings.com/>. When a flight is changed, the additional charge is automatically transferred to your new flight. Previously issued tickets are thus rendered invalid and do not authorise travel.

## 20.8 Limitation of Liability

Given current technology the communication of information via the internet cannot be guaranteed to be error-free and/or available at all times. Germanwings is therefore neither liable for the continuous and uninterrupted availability of the online booking system nor for any technical and/or electronic errors during a booking, over which we have no influence, particularly with regard to the delayed processing or adoption of offers.

## Article 21: One-stop flights

### 21. 1. Definition

The one-stop flight allows for a number of contiguous flight segments on our route network to be booked together as a single booking (a connecting flight booking). This allows you to easily reach those destinations on our flight network which are not served directly from your departure airport. We deal with the complicated business of finding appropriate connecting flights for you.

### 21.2. Availability

One-stop flights can only be booked if this fare has already been set up in our system for the desired routing. If you wish to combine flight segments for a route which has not been set up in this way, you can do so by making a separate booking for each flight segment. In this case our General Conditions apply.

### 21.3. Provisions

Unless expressly indicated otherwise, the arrangements in our general conditions of carriage apply without restrictions for your one-stop fare flight.

## Article 22: Care Service for Children Travelling Alone

### 22.1 Object

This service allows children aged 5 or over up to and including 11 to travel as an unaccompanied minor without being accompanied by a responsible adult as laid down in article 7.3.1. The care service for children travelling alone is an additional service we provide for a fee. Alongside the regular flight fare, there is an charge to be paid, which you can find in the table of charges (article 17).

### 22.2 Availability

22.2.1 The care service for children travelling alone is only offered on chosen direct connections in limited numbers. This means it cannot be combined with the one-stop flight fare (article 21).

22.2.2 The care service for children travelling alone can only be booked by telephone at the Germanwings call-centre or in person at a Germanwings airport counter. Internet bookings are not possible.

### 22.3 Special Provisions

22.3.1 As well as being in possession of the booking confirmation and a valid official photograph identity document in accordance with article 6.1.2 (a), the child travelling alone can only board if the personally signed care service form for children travelling alone, which is filled out in full by the legally responsible adult is presented at check-in and the required proof is produced. You can obtain a care service form for children travelling alone online, at any Germanwings airport counter or from the call centre, who will send you one by fax, post or email.

22.3.2 On the care service form the legally responsible adults must confirm for children travelling alone that Germanwings has the right to exercise the rights and duties of parental care toward the child travelling alone during the flight, in particular to look after, supervise and act for the child, as well as to oversee their journey. The name of the person the child travelling alone is to be handed over to at the destination airport should also be given.

22.3.3 Proof that the legally responsible adult is said person must be provided by the presentation of the appropriate documentation, with copy attached. If this is the child's parents, in principle an excerpt from the family register or birth certificate are sufficient. When handing over the child, the legally responsible adults or those people delegated by them must prove their identity by presenting a valid official photo ID. When the legally responsible adults do not appear in person at the departure airport, a copy of their official photo ID must also be attached.

22.3.4 The child travelling alone must be accompanied to the check-in counter at the airport and then to the departure gate by the legally responsible adults or a responsible adult chaperone authorised by the legally responsible adults in writing on the care service form for children travelling alone. At the check-in counter the legally responsible adults or the authorised chaperones will receive an authorisation to allow them to accompany the child travelling alone through the security controls to the departure gate. Only at that point will the child travelling alone be left in the charge of Germanwings and a staff member designated by Germanwings. To pass security, please remember the applicable security provisions on carrying dangerous objects and liquids. The chaperone must remain at the airport until the plane has departed.

22.3.5 Please be aware that the required formalities will lead to a longer check-in time. Notwithstanding article 6.1.1, those children travelling alone that do not arrive at the check-in counter and present themselves for check-in to the check-in staff at the latest two hours before the scheduled departure time will no longer be checked-in.

22.3.6 The person the legally responsible adults authorise on the care service form for children travelling alone to pick up the child travelling alone must present a valid official photo ID to prove their identity to Germanwings.

22.3.7 If the child travelling alone cannot be handed over as foreseen to the person authorised by the legally responsible adults because said person did not come to the destination airport or did not arrive at the right time, or cannot prove their identity to Germanwings by means of a photo ID, Germanwings is authorised to take all steps to ensure the welfare of the child. This includes Germanwings' right to carry the child back to the departure airport to hand them back over to the legally responsible adults.

22.3.8 The legally responsible adults must reimburse Germanwings the additional costs and expenses arising from article 22.3.7, unless said costs can be traced back to a breach of duty on the part of Germanwings. When the child has had to be returned to the departure airport, the regular flight fare at the time of the decision to send the child back, as well as the surcharge for the care service for children travelling alone must be paid.

22.3.9 For the rest the general provisions of these conditions of carriage apply for the transport of the child travelling alone.

## Article 23: Blind Booking

### 23.1 Object

Using blind booking you can book flights at attractive fixed fares. You simply choose the departure airport, the travel date and a group of destinations and the actual destination is revealed once you have completed the booking process.

### 23.2 Booking

23.2.1 Blind-booking flights can only be booked on the German-language Germanwings website specifying your valid email address. Simply follow the indicated booking steps.

23.2.2 Blind booking flights are always return flights. You can book flights for a maximum of nine people up to 45 days in advance.

23.2.3 Please note that the flight times and corresponding routes stated by Germanwings are binding. You will find out the times and routes of the destinations we have selected for you from the booking confirmation, which we will send you via email immediately after the booking process is completed. You need this booking confirmation and your valid photo ID to obtain a boarding pass at airport check-in. The booking confirmation is also your invoice showing all taxes and fees in detail.

23.2.4 We recommend you check your booking information carefully and print it out. If you do not receive a booking confirmation from us by email (due to an incorrect email address, for example), please contact the Germanwings Call Centre.

### 23.3 Customising Destination Groups

For an additional 2,50 € per passenger and leg you can exclude destinations from the blind booking group and thus customise it to your preferences.

### 23.4 Validity of Tickets

Blind booking tickets cannot be refunded.

### 23.5 Availability

Blind booking flights can only be booked if our system has made flights available for the desired destination group.

## 23.6 Changing Reservations and Cancellation

23.6.1 Reservations can only be changed by contacting the Germanwings call centre. The costs per person:

a) for changing the travel date are a call centre fee of 8 € / £7 / \$11, a 35 € / £31 / 46 CHF / \$49 / 980 CZK / 350 SEK (on domestic German flights add 19% VAT) for changing the reservation and the difference in price of the new flight.

b) for changing the passenger name are a call centre fee of 8 € / £7 / \$11, a 35 € / £31 / 46 CHF / \$49 / 980 CZK / 350 SEK fee (on domestic German flights add 19% VAT) for changing the name and the difference in price of the new flight.

23.6.2 Unfortunately we do not allow cancellations for blind booking flights.

## 23.7 Provisions

Unless expressly stated otherwise the arrangements of our general conditions of carriage apply without restrictions to your blind booking flight.

## Article 24: Best Fare

### 24.1 Best Fare bracket

Above and beyond what is included in the Basic fare bracket the Best fare bracket provides the following services:

24.1.1 Free reservation of a specific seat in line with provisions in Articles 5.3.2 and 5.3.3, first line. The additional fee as in Article 5.3.2 will not be levied. For us to be able to guarantee you the seat of your choice you must reserve the seat during the booking process. There is unfortunately only a limited number of best seats. If the best seat area is fully booked, we cannot refund the seat reservation part of the fare.

24.1.2 1 item of checked luggage free of charge. The luggage surcharge stipulated in Article 8.2.1.1 will only be levied starting from the 2nd item of luggage.

24.1.3 A "Happy Picnic" (worth 3,80 €) consisting of a tasty sandwich and water or a hot drink (0,2 l) or soft drink (0,15 l)

### 24.2 Booking the Best fare

24.2.1 You can book any of our flights in the Best fare bracket. Booking a flight in the Flex fare bracket depends on your selecting all or individual flight segments booking under a single booking number (outward or return flight). If you combine the Best fare bracket with a connecting-flight fare (Article 21), all segments between the departure airport and the final destination are deemed to be one flight segment.

24.2.2 You can subsequently change from the Basic to the Best fare bracket up to 72 hours before the scheduled departure time of the first leg of the given flight by paying a 17 € / £15 / \$24 (20,23 € on domestic German routes) supplement via the Germanwings call centre or at a Germanwings airport sales desk. It is not possible to change from the Best to the Basic fare bracket.

Versie: 26.04.2012