

SHAHEEN AIR INTERNATIONAL LIMITED



GENERAL CONDITIONS OF CARRIAGE

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ARTICLE 1: DEFINITIONS

Agreed Stopping Places means those places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier's timetables as scheduled stopping places on the passenger's route.

Baggage means such articles, effects and other personal property of a passenger as are necessary or appropriate for his or her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

Baggage Check means those portions of the ticket which relate to the carriage of the passenger's checked baggage.

Baggage Identification Tag means a document issued by Carrier

Solely for identification of checked baggage.

Carrier means Shaheen Air International Limited and where the context suggests includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his or her baggage thereunder.

Carrier's Regulations means rules, other than these Conditions of Carriage, published by Carrier and in effect on date of ticket issue, governing carriage of passengers and/or baggage and shall include applicable tariffs in force.

Checked Baggage means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check.

Conjunction Ticket means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.

General Conditions of Carriage means the conditions provided herein and referred to as "Conditions of Contract" or "Conditions". Conditions of Contract means the conditions set out in Articles 19 and 20.

Convention means whichever of the following instruments is applicable to the contract of carriage:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No.1 of Montreal 1975;

- the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No.2 of Montreal 1975;
- the Warsaw Convention as amended at the Hague 1955 and by Additional Protocol No.3 of Montreal 1975.

Damage includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

Days means calendar days, including all seven days of the week; provided that, for the Purpose of notification, the day upon which notice is dispatched shall not be counted; And that for purposes of determining duration of validity the day upon which the ticket is issued or the flight commenced, shall not be counted

Electronic Ticket (ET) means the Itinerary/Receipt issued by or on behalf Carrier, the Electronics Coupons and if applicable, a boarding document.

Flight Coupon means that portion of the ticket that bears the notation 'good for passage' and indicates the particular places between which passenger is entitled to be carried.

Montreal Convention means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on the 28th May 1999.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

Passenger Coupon or Passenger Receipt means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the passenger.

SAI means Shaheen Air International Limited.

Stopover means a deliberate interruption of the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Carrier.

ticket means the document entitled 'Passenger Ticket and Baggage Check' issued by or on behalf of Carrier and includes the Conditions of Contract and notices and the flight and passenger coupons contained therein or, alternatively, an Electronic Ticket.

Unchecked Baggage means any baggage of the passenger other than checked baggage.

ARTICLE 2: APPLICABILITY

2.1. General

2.1.1 Except as provided in Paragraphs 2,3,4 and 5 of this Article, these Conditions of Carriage apply to all carriage by air of passengers and baggage, performed by Carrier for reward.

2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.

2.2. Charters

If carriage is performed pursuant to a charter agreement, these Conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

2.3. Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention where applicable and in any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

2.4. Conditions Prevail Over Regulations

Except as provided herein, in the event of inconsistency between these conditions and Conditions of Contract printed on the tickets or as provided herein (Art 19-20), the latter shall prevail. In case of in-consistency between these Conditions and Carrier's Regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

ARTICLE: 3 - TICKETS

3.1. Ticket Prima Facie Evidence of Contract

3.1.1. The ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket. The Conditions of Contract contained in Art 19 and 20 in the ticket are a summary of some of the provisions of these Conditions of Carriage.

3.1.2 Requirement for Ticket

A person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Carrier or its authorized agent.

3.1.3. Loss, etc., of Ticket

In case of loss or mutilation of a ticket, or part thereof, or non-presentation of a ticket containing the passenger coupon and all unused flight coupons, the issuing Carrier may at the passenger's request and subject to Carrier's Regulations, replace such ticket or part thereof by issuing a new ticket on receipt of proof satisfactory to Carrier that a ticket valid for the flights in question was duly issued and against proper Indemnity bond.

3.1.4. Ticket not Transferable

A ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

3.2. Period of Validity

A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket and these Conditions

3.2.1 Extension of Validity.

3.2.1.1. If a passenger is prevented from travelling within the period of validity of the ticket because Carrier:

3.2.1.1.(a) cancels the flight on which the passenger holds a reservation; or

3.2.1.1.(b) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or

3.2.1.1 (c) fails to operate a flight reasonably according to schedule; or

3.2.1.1(d) causes the passenger to miss a connection; or

3.2.1.1.(e) substitutes a different class of service; or

3.2.1.1.(f) is unable to provide previously confirmed space; the validity of passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a passenger holding a ticket is prevented from travelling within the period of validity of the ticket because at the time such passenger requests reservations Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended until space is available.

3.2.1.3 When a passenger after having commenced his or her journey is prevented from travelling within the period of validity of the ticket by reason of illness, Carrier will extend (provided such extension is not precluded by these Regulations applicable to the fare paid by the passenger) the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate, or until Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket involve one or more stopovers, the validity of such ticket, will be extended for not more than three months from the date shown on such certificate. In such circumstances, Carrier will extend similarly the period of

validity of tickets of other members of the passenger's immediate family accompanying and incapacitated passenger.

3.2.1.4 In the event of death of a passenger en route, the tickets of the persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a passenger who has commenced travel, the passenger's tickets and those of his or her immediate family accompanying the passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any extension of validity shall be for a period no longer than 45 days from the date of the death.

3.3. Flight Coupon Sequence

3.3.1. Carrier will honour flight coupons only in sequence from the place of departure as shown on the ticket.

3.3.2 The ticket may not be valid and Carrier may not honour the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his or her journey at any stopover or agreed stopping place.

3.3.3. Each flight coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

3.4. Name and Address of Carrier

Carrier's name may be abbreviated in the ticket. Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Carrier's name in the 'CARRIER' box in the ticket.

ARTICLE 4: STOPOVERS

Stopovers may be permitted at agreed stopping places subject to government requirements and local restrictions.

ARTICLE 5: - FARES AND CHARGES

5.1. General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and two terminals, unless provided by Carrier without additional charge.

5.2. Applicable Fares

Applicable fares are those published by or on behalf of Carrier, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt. When the amount that has been collected is not the applicable fare the difference shall be paid by the passenger or, as the case may be refunded by Carrier, in accordance with Carrier's Regulations.

5.3 Routing

Unless otherwise provided in Carrier's Regulations, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, Carrier may determine the routing.

5.4 Taxes and Charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

5.5 Currency

Fares and charges are payable in any currency acceptable to Carrier. When payments are made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.

ARTICLE 6: RESERVATIONS

6.1 Reservation Requirements

- 6.1.1. Reservations are not confirmed until recorded as accepted by Carrier or its authorized agent.
- 6.1.2. Certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

6.2 Ticketing Time Limits

If a passenger has not paid for his or her ticket (or made credit arrangements with Carrier) prior to the specified ticketing time limit, Carrier may cancel the reservation.

6.3 Personal Data

The passenger recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage and for obtaining ancillary services. For these purposes the passenger authorizes Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

6.4 Seating

Carrier does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued.

6.5. Service Charge When Space Not Occupied

A service charge, on domestic and international ticket shall be payable by a passenger who fails to use space for which a reservation has been made as given below:

6.5.1 Domestic ticket (unless otherwise provided in the ticket)

6.5.1.1 For cancellation between 6 and 24 hours before the scheduled departure of the flight: 25% of the applicable one way fare.

6.5.1.2 For cancellation within 6 hours or after the scheduled departure of the flight: 50% of the one way fare.

6.5.2. International Ticket (unless otherwise provided in the ticket)

6.5.2.1 For cancellation between 24 and 48 hours before scheduled departure of the flight: 5% of the applicable one way fare.

6.5.2.2 For cancellation within 24 hours or after scheduled departure of the flight: 10% of the applicable one way fare.

6.6. Reconfirmation of Reservations

Onward or return reservations may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

6.7. Cancellation of onward Reservations made by Carrier

If a passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward or return reservations.

ARTICLE 7: CHECK-IN

The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures and in any event not later than the time that may be indicated by Carrier. If the passenger fails so to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented or not ready to travel, Carrier may cancel the space reserved for him or her and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article and may render the passenger liable to pay charges for not utilizing the reserved space.

ARTICLE 8: REFUSAL OF AND LIMITATION ON CARRIAGE

8.1. Right to Refuse Carriage

Carrier may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that:

- 8.1.1. such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; or
- 8.1.2 the conduct, age or mental or physical state of the passenger is such as to:
 - 8.1.2.1 require special assistance of Carrier; or
 - 8.1.2.2 cause discomfort or make himself or herself objectionable to other passengers; or
 - 8.1.2.3 involve any hazard or risk to himself or herself or to other persons or to property; or
- 8.1.3. such action is necessary because the passenger has failed to observe the instructions of Carrier; or
- 8.1.4 the passenger has refused to submit to a security check; or
- 8.1.5 the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with: or
- 8.1.6 the passenger does not appear to be properly documented; or
- 8.1.7 the ticket presented by the passenger:
 - 8.1.7.1 has been acquired unlawfully or has been purchased from any entity other than the issuing Carrier or its authorized agent; or
 - 8.1.7.2 has been reported as being lost or stolen; or
 - 8.1.7.3 is a counterfeit ticket; or
 - 8.1.7.4 any flight coupon has been altered by anyone other than Carrier or its authorized agent, or has been mutilated; and Carrier reserves the right to retain such ticket.
- 8.1.8. the person presenting the ticket cannot prove that he or she is the person named in the "NAME OF PASSENGER" box, and Carrier reserves the right to retain such ticket.

8.2. Limitation on Carriage

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier.

ARTICLE 9: BAGGAGE

9.1. Items unacceptable as Baggage

- 9.1.1. The passenger shall not include in his or her baggage:
 - 9.1.1.1 items which do not constitute baggage as defined in Article 1 hereof;

- 9.1.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization(ICAO) and the International Air Transport Association (IATA), and in Carrier's Regulations. (further information is available from Carrier on request);
- 9.1.1.3 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
- 9.1.1.4 items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items;
- 9.1.1.5 live animals, except as provided for in 9.10.
- 9.1.2 Firearms and ammunition other than hunting and sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage in accordance with applicable rules/instructions of government. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations.
- 9.1.3. The passenger shall not include in checked baggage fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 9.1.4. Weapons such as antique firearms, swords, knives and similar if otherwise licensed/permissible items may be accepted as checked baggage, but will not be permitted in the cabin.
- 9.1.5. If any items referred to in 9.1.1 or 9.1.2 are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of baggage.

9.2 Right to Refuse Carriage

- 9.2.1. Carrier may refuse carriage as baggage of such items described in 9.1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.
- 9.2.2. Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.
- 9.2.3. Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance.

9.2.4. Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

9.3. Right of Search

For reasons of safety and security, Carrier may request the passenger to permit a search to be made of his or her person and his or her baggage, and may search or have searched the passenger's baggage in his or her absence if the passenger is not available, for the purpose of determining whether his or her baggage contains any item described in 9.1.1 or any arms or munitions which have not been presented to Carrier in accordance with 9.1.2. above. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

9.4. Checked Baggage

9.4.1 Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

9.4.2 If baggage has no name, initials or other personal identification, the passenger shall affix such identification to the baggage prior to acceptance.

9.4.3 Checked baggage will be carried on the same aircraft as the passenger, unless Carrier decides that this is impracticable, in which case Carrier will carry the checked baggage on Carrier's next flight on which space is available.

9.4.3. Baggage tagged "LR" will be carried subject to the conditions written on the LR tag.

9.5. Free Baggage Allowance

Passengers may carry free of charge baggage as specified and subject to the conditions and limitation as specified in the ticket or elsewhere.

9.6. Excess Baggage

The passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner as laid down by Carrier.

9.7. Excess Value Declaration and Charge

If a passenger declares a value for checked baggage in excess of the applicable liability limits, the passenger must have it fully insured under his own arrangement. Liability of Carrier remains restricted to the limits printed on the ticket.

9.8. Unchecked Baggage

- 9.8.1 Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.
- 9.8.2 Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be charged for separately.
- 9.8.3 For security and safety reasons, only one piece of hand baggage which must not be larger than 22x18x10= 45 inches (56x45x25cms) and weighing not more than 7 kilos will normally be allowed in the cab in. Hand baggage exceeding the said limit may be placed in the hold with "LR" tag and maybe subjected to extra charge.

9.9. Collection and Delivery of Baggage

- 9.9.1 The passenger shall collect his or her baggage as soon as it is available for collection at places of destination or stopover.
- 9.9.2 Only the bearer of the baggage check and identification tag, delivered to the passenger at the time the baggage was checked, is entitled to delivery of baggage. Failure to exhibit the baggage identification tag shall not prevent delivery provided the baggage check is produced and the baggage is identified by other means.
- 9.9.3 If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, Carrier will deliver the baggage to such person only on condition that the or she establishes to Carrier's satisfaction his or her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.
- 9.9.4. Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

9.10. Animals

- 9.10.1. Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of Carrier, be accepted for carriage.
- 9.10.2. If accepted as baggage, the animal together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.

9.10.3. Guide dogs accompanying sight/hearing impaired passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance.

9.10.4. Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay sickness of death of such animal.

ARTICLE: 10 SCHEDULES, CANCELLATION OF FLIGHTS

10.1 Schedules

Carrier undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, flight times and flight duration's are not guaranteed and do not form part of Contract of Carriage

10.2. Cancellation, Changes of Schedule etc.

If due to circumstances beyond its control Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which the passenger holds a reservation, Carrier shall either:

10.2.1 carry the passenger on another of its scheduled passenger services on which space is available; or

10.2.2 reroute the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, Carrier shall require no additional fare or charge from the passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or

10.2.3. make a refund in accordance with the provisions of Article 11 and shall be under no further liability to the passenger.

10.3. Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

ARTICLE 11: REFUNDS

11.1 On failure by Carrier to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by Carrier

11.2. Person to whom Refund Will Be Made

11.2.1 Except as hereinafter provided in this Article, Carrier shall be entitled to make refund either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.

11.2.2. If a ticket has been paid for by a person other than the passenger named in the ticket, and Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order. If the ticket has been issued as non-refundable, no refund will be made.

11.2.3. Except in the case of lost tickets, refunds will only be made on surrender to Carrier of the passenger coupon or passenger receipt and surrender of all unused flight coupons intact with the Ticket Cover/Jacket.

11.2.4. A refund made to anyone presenting the passenger coupon or passenger receipt and all unused flight coupons and holding himself or herself out as a person to whom refund may be made in terms of 11.2.1. or 11.2.2 shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

11.3 Involuntary Refunds

If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or ticketed to stop over, is unable to provide previously confirmed space or causes the passenger to miss a connecting flight on which the passenger holds a reservation, the amount of the refund shall be:

11.3.1 if no portion of the ticket has been used, an amount equal to the fare paid;

11.3.2 if a portion of the ticket has been used, the refund will be the higher of:

11.3.2.1 the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

11.3.2.2 the difference between the fare paid and the fare for the transportation used.

11.4 Voluntary Refunds

If the passenger wishes a refund of his or her ticket for reasons other than those set out in Paragraph 11.3 of this Article the amount of the refund shall be:

11.4.1. if no portion of the ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees;

11.4.2. if a portion of the ticket has been used, any refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any applicable service charges or cancellation fees.

11.5 Refund of Lost Ticket

If a ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier and upon payment of any applicable service charge, on condition:

11.5.1 that the lost ticket, or portion thereof, has not been used, previously refunded or replaced, and

11.5.2 That the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to Carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

11.6 Right to Refuse Refund

11.6.1. After the expiry of the validity of the ticket, Carrier may refuse refund when application therefor is made later than the time prescribed in Carrier's Regulations.

11.6.2. Carrier may refuse refund on a ticket which has been presented to Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to Carrier's satisfaction that he or she has permission to remain in the country or that he or she will depart therefrom by another carrier or another means of transport.

11.7. Currency

All refunds will be subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency acceptable to the passenger.

11.8. By Whom Ticket Refundable

Voluntary refunds will be made only by the Carrier which originally issued the ticket or by its agent if so authorized.

ARTICLE: 12 CONDUCT ABOARD AIRCRAFT

12.1. If the passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Carrier or Pilot in command may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger or his removal from the aircraft.

12.2. The passenger may not operate aboard the aircraft portable radios, electronic games or transmitting devices including radio controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders, hearing aids and heart pacemakers may be used.

12.3. When on board an aircraft registered in Pakistan, no passenger shall:

12.3.1. smoke in the aircraft;

12.3.2 carry any weapon in the aircraft;

12.3.3 enter the aircraft in a state of intoxication;

12.3.4 consume alcohol in the aircraft.

12.4. Any person violating Article 12.3 will subject himself to such action as mentioned in Article 12.1.

ARTICLE: 13 ARRANGEMENTS BY CARRIER

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services, Carrier shall have no liability to the passenger except for negligence on its part in making such arrangements.

ARTICLE: 14 – ADMINISTRATIVE FORMALITIES

14.1 General

The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's Regulations and instructions. Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

14.2. Travel Documents

The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order.

14.3. Refusal of Entry

The passenger agrees to pay the applicable fare whenever Carrier, on government order, is required to return a passenger to his or her point of origin or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier.

14.4. Passenger Responsible for Fines, Detention Costs, etc

If Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may

use towards such expenditure any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier.

14.5. Customs Inspection

If required, the passenger shall attend inspection of his or her baggage, checked or unchecked, by customs or other government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

14.6. Security Inspection

The passenger shall submit to any security checks by government or airport officials or by Carrier.

ARTICLE: 15 – SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation.

ARTICLE: 16 – LIABILITY FOR DAMAGE

- 16.1. Carrier is liable for damage to a passenger or his or her checked baggage only in accordance with the terms laid down in the “Conditions of Contract” printed on the ticket or as provided herein in Art 17 to 20.
- 16.2. To the extent not in conflict with the foregoing and whether or not the Convention applies:
 - 16.2.1 Carrier is liable only for damage occurring on its own line. A Carrier issuing a ticket or checking baggage over the lines of another Carrier does so only as agent for such other Carrier. Nevertheless, with respect to checked baggage the passenger shall also have a right of action against the first or last Carrier.
 - 16.2.2 Carrier is not liable for damage to unchecked baggage unless such damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier’s liability shall be subject to the applicable law relating to contributory negligence;
 - 16.2.3 Carrier is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the passenger to comply with the same.
 - 16.2.4 Carrier shall not be liable for indirect or consequential damages.
 - 16.2.5 Carrier is not liable for injury to a passenger or for damage to a passenger’s baggage caused by property contained in such passenger’s baggage. Any passenger whose property causes injury to another person or damage to another person’s property or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.
 - 16.2.6 Carrier is not liable for damage to fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities, or other valuables, business documents,

passports and other identification documents, or samples, which are included in the passenger's checked baggage.

- 16.2.7 If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.

Any exclusion of limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and person shall not exceed the amount of Carrier's limit of liability.

ARTICLE 17: LIABILITY FOR DAMAGE- LIMITATIONS

- 17.1. Liability of the Carrier will be determined by the applicable law and these Conditions of Carriage. Where other airlines are involved and unless these Conditions of Carriage state otherwise, their liability will be governed by their applicable law and their conditions of carriage. Applicable law may comprise the Warsaw Convention, or the Montreal Convention and/or laws which apply to individual countries. The Warsaw Convention and the Montreal Convention apply to international carriage as defined in those Conventions. For domestic carriage the applicable law applies.
- 17.2 The Carrier will be liable only for Damage occurring during carriage performed by it, or in relation to which the Carrier has a legal liability to its passengers. Where the Carrier issues a ticket for carriage, or checks in baggage of passengers for carriage by another airline it does so only as an agent for that airline.
- 17.3 Wherever the Warsaw Convention or the Montreal Convention applies, the Carrier's will be subject to the rules and limitations of the applicable Convention.
- 17.4 The Carrier will be wholly or partly exonerated if it is proved that the Damage was caused or contributed by the negligence or wrongful act or omission of the passenger or third party.
- 17.5 The Carrier will not be liable for any damage arising from the compliance with the applicable law or government rules and regulations or from the passenger's failure to comply with the same, except as may be provided in the Warsaw Condition or Montreal Convention.
- 17.6 The Carrier is liable for death or bodily injury of a passenger if it took place on board the aircraft or in the course of embarking or disembarking.
- 17.7 The Carrier is liable for loss or damage to checked baggage if it took place on board the aircraft or during the period it was in the charge of the Carrier. However no compensation is payable if the damage results from inherent defect, fair wear and tear. No compensation is also payable for fragile or perishable items or valuable items such as money, jewelry, precious stones, computers, cameras, valuable documents etc.

- 17.8 The Carrier will not be liable for Damage to Unchecked Baggage unless the Carrier caused the Damage due its negligence.
- 17.9 Compensation is payable only to the natural person entitled to receive it against a receipt acknowledging the payment in full and final settlement of his or her claim. Making of a payment will not constitute recognition or admission of liability by the Carrier.
- 17.10 Except as provided in article 20 of the Montreal Convention, where the Convention applies for any proven damage arising out of death or bodily injury of any passenger compensation up to national currency equivalent of 100,000 Special Drawing Rights SDRs is admissible and any proof that the Carrier or its agents have taken all necessary measures to avoid the damage or that it was impossible to take such measures will not apply. Liability of the Carrier exceeding the said amount will be subject to the conditions laid down in Art 20, Art 21 the Montreal Convention.
- 17.11 Subject to Art 19 of the Montreal Convention, the limit of liability under Art 22 of the Convention for damage caused by delay in the carriage of persons is 4,150 SDRs. For loss, destruction or damage or delay to baggage liability is limited 1000 SDRs for each passenger. For damage or loss of cargo the limit is 17 SDRs per kilo.
- 17.12 For Carriers limit of liability under Warsaw Convention or for journey to from or within an agreed stopping place in the USA or for domestic carriage, the Condition of Contract may also be printed on or attached to the ticket jacket.
- 17.13. Further information may be obtained from the Carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each Carrier for information on the applicable limits of liability.
- 17.14. Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at the time of check-in a special declaration of the value of your baggage and paying a supplementary fee acceptable to the Carrier. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.
- 17.15 Time limit for action: any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

ARTICLE: 19: CONDITIONS OF CONTRACT (DOMESTIC TRAVEL)

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- 1.(a) As used in this contract “ticket” means this Passenger Ticket and Baggage Check or this Itinerary/Receipt, if applicable, in the case of Electronic Ticket of which these conditions and notices form part; “carriage” is equivalent to “transportation”, “carrier” means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, “Electronic Ticket” means the Itinerary/Receipt issued by or on behalf of carrier, the Electronic Coupons and, if applicable, a boarding document.
- (b) For the purpose of exemption from and limitation of liability provisions set forth or referred to herein, carrier includes agents, servants or representatives of any such air carrier. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.
- 2.(a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Carriage by the Air Act 1934 (XX of 1934) as adopted and modified for non international carriage by the Government of Pakistan by Notifications Number SRO 295(K) 62 dated 14th March 1962 and SRO 1033 (K) 67 dated 25th May 1967 (hereinafter called “the Act”).
- (b) To the extent not in conflict with foregoing, carriage hereunder and other services performed by each carrier are subject to (i) applicable laws, government regulations, orders and requirements; (ii) provisions contained in the ticket; (iii) carriers Conditions of Carriage and related regulations which are made apart hereof (and are available on application at the offices of the carrier) or on the website of the Carrier: www.shaheenair.com.
- (c) It is agreed that the carrier’s name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carriers tariffs or timetable, and that for the purpose of the Act, carrier’s address shall be the airport of departure shown opposite the first abbreviation of the carrier’s name in this ticket and the agreed stopping places, (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination set forth in this ticket and any on junction ticket issued herewith, or shown in carrier’s time tables are scheduled stopping places on the passenger’s route.
3. (a) The carrier is liable for damage sustained in the event of death or wounding of a passenger or any other bodily injury suffered by passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
- (b) The Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations order or requirements or from any cause beyond carrier’s control.
- (c) Times shown in time table or elsewhere are approximate and not guaranteed and form no part of this contract, schedules are subject to change without notice. Carrier assumes no responsibility for making connections. Carrier may without notice substitute alternate carriers or aircraft and if it deems advisable because of any fact beyond his control, cancel,

terminate, diver, postpone or delay flight or the further right of passage or reservations or traffic accommodation and determine if any departure or landing should be made, without any liability except to refund in accordance with its tariffs, the fare and baggage charge for any unused portion of the ticket. If due to certain technical reasons it becomes necessary to offload some passengers or articles, the carrier shall decide in his reasonable discretion which passengers or articles shall be carried.

- (d) The carrier is not liable if he proves that he and his servants or agents have taken all reasonable measures to avoid the damage or that it was not reasonably possible for him or them to take such measures.
- (e) In the carriage of the registered baggage, the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that in all other respects, he and his servants or agents have taken all necessary measures to avoid that damage.
- (f) The carrier may be exonerated wholly or partly from liability if he proves that the damage was caused by or contributed to by the negligence of the injured person.
- (g) In the carriage of passengers, the liability of the carrier in respect of injury (including injury resulting in the death of any passenger) is limited to the sum of Rs.500,000. In a case where damages are awarded in the form of periodical payments the equivalent capital values of the said payment shall not exceed Rs.500,000/-
- (h) In the carriage of registered baggage of which the carrier takes charge, the liability of the carrier in respect of destruction, loss or damage is limited to the sum of Rs.250/kg. If the value of the baggage exceeds the applicable limit, it should be fully insured by the passenger.
- (i) As regards objects of which the passenger takes charge himself the liability of the carrier in respect of destruction, loss or damage is limited to Rs.5,000/- per passenger

4. The right to damages shall be extinguished if an action is not brought within 2 years reckoned from the date of arrival at the destination or from the date of which the aircraft ought to have arrived, or from the date on which the carriage stopped.

5. The passenger shall not include in checked baggage prohibited, fragile or perishable items, money, jewelry, precious metals, watches, cameras, commercial items or other valuables and important documents.

6. Baggage carried hereunder will be delivered to the bearer hereof upon return to the carrier of the baggage (claim) tag (s).

7. (a) Receipt by the person entitled to delivery of registered baggage without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract.

(b) In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of damage and at the latest within 3 days from the date of receipt in the

case of registered baggage. In case of delay the complaint must be made at the latest, within 14 days from the date on which the registered baggage has been placed at his disposal.

- (c) Every complaint must be made by notice in writing dispatched within the time aforesaid.
- (d) Failing complaint within the time of aforesaid, no action shall lie against the carrier, save in the case of fraud.

8. When validated or ticket issued at normal one way, round or circle trip fare is good for carriage from the place of departure to the place of destination via the route shown shall be valid for one year from the date of commencement of flight, or if no portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket or in the tariff or carrier's conditions of carriage. Each flight coupon will be accepted for passage on the date and flight for which the accommodations are reserved. When flight coupons are issued on an "Open Date" basis, accommodation will be reserved upon application, subject to availability of space.

9. (a) In the case of combined carriage performed partly by air partly by any other mode of carriage the provisions of this contract apply only to the carriage by air.

- (b) Nothing in this contract shall prevent the parties in the case of combined carriage from agreeing to special conditions relating to other mode of carriage, provided that the provisions of this contract are observed as regards the carriage by air.

10. The passenger shall comply with all government travel requirements, present all exit, entry and other documents required by law, and arrive at the airport by the time fixed by carrier or, if no time is fixed, sufficiently in advance of flight departure to permit completion or government formalities or departure procedures. Carrier is not liable for loss expenses due to passenger's failure to comply with this provision.

11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

12. Any provision contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe any of these rules by deciding the law to be applied shall be null or void.

13. Nothing contained in this contract shall prevent the carrier either from refusing to enter into any contract or carriage, or from making stipulations, which do not conflict with the provision of this contract.

14. Carrier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carrier's tariffs, rules or regulations. ”

ARTICLE: 20:

NOTICE

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention govern and in most cases limits the liability of carrier s for death or personal injury and in respect of loss of or damage to baggage. See also notices headed "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations".

CONDITIONS OF CONTRACT (INTERNATIONAL TRAVEL)

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1. As used in this contract "ticket" means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in the case of an Electronic Ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "Electronic Ticket" means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Haque 28th September 1955, whichever may be applicable.

2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage "as defined by that Convention.

3. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (i) provisions contained in the Ticket; (ii) applicable tariffs; (iii) carrier's Conditions of Carriage and related regulations which are made part hereof (and are available on application at the offices of carrier or on the website of the Carrier: www.shaheenair.com), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.

4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.

5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its agent.

6. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.

7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation complaint must be made in writing to come

forthwith after discovery of carriage and, at the latest, within 7 days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in the ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.

9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice, Carrier assumes no responsibility for making connections.

10. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract. ”

Price of this ticket is subject to change prior to commencement of travel.

CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATION”

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US\$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers travelling by a carrier not a party to such special contracts or on a journey not to, from or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US\$10,000 or US\$20,000.

The names of carriers, parties to such special contracts, are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of

the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative.

Note: The limit of liability of US\$75,000 above is inclusive of legal fees and costs except that in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.

NOTICE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately US\$9.07 per pound (US\$20.00 per kilo) for checked baggage and US\$400.00 per passenger for unchecked baggage. For travel wholly between U.S. points, Federal rules require any limit on an airline's baggage liability to be at least US\$2,500.00 per passenger. Excess valuation may be declared on certain types of articles. Some carriers (including SAI) assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the Carrier. The cabin baggage is limited to one or more pieces having total dimensions not exceeding 9" x 10" x 20" = 23cm x 25.5cm x 51cm and 7 kg total weight

ARTICLE: 21 MODIFICATION AND WAIVER

No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage.

NAME OF CARRIER: Shaheen Air International

ABBREVIATION OF NAME: SAI