

**ARTICLE 1 – DEFINITIONS In these conditions:**

“EZ Air”, “carrier”, “we”, “our”, “ourselves” and “us” is referred to as EZ Air B.V.

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also the definition for “Passenger”). “AIRLINE DESIGNATOR CODE” means the ICAO assigned three characters which identify air carriers. For EZ Air this is EZR”.

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

“BAGGAGE IDENTIFICATION TAG” means a document issued solely for identification of Checked Baggage provided by EZ Air..

“CHECKED BAGGAGE” means Baggage of which EZ Air B.V. has taken custody and for which EZ Air B.V. has issued a Baggage Identification Tag.

“CHECK-IN DEADLINE” means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass. After the check-in deadline it is no longer possible to check in for the flight.

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

“E-TICKET” means a virtual authorization for travel, existing only in electronic form within the EZ Air B.V. ticketing system.

“INFANT” a person who has not reached his/her second birthday at the time of departure for each flight during the course of the journey.

“IMMEDIATE FAMILY” means any first-degree member of the family of one of the passengers listed on the itinerary including specifically: Parents, Siblings, current legal Spouse/Partner and Children. Additionally, Grandparents and Grandchildren shall be included within this definition.

“ITINERARY/RECEIPT” means a document EZ Air B.V. issues to the individual Passengers that contain the Passenger’s name, flight information, E-Ticket number and notices. Your E-Ticket will be sent by email. Receiving this email, it may occur that it will reach your Spam Box.

“PASSENGER” means any person, except members of the on-duty flight and cabin crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also the definition for “you” , “your” and “yourself”).

“RESERVATION” means a travel itinerary and quoted purchase price requested by the passenger and provided by EZ Air B.V. with the intent of future purchase and ticket issuance.

“TICKET” refers to the paid authorization of travel, issued to you by EZ Air B.V. in electronic form as an “E-Ticket”. No physical “ticket” document holds any value or rite of passage.

“TRAVEL DOCUMENT(S)” means valid passport issued by (at least one of) the passenger’s country of citizenship, including any required visas, medical records, or any other documents that may be required by immigration officials for entry to or transit through a country that the passenger intends on landing during an EZ Air B.V. operated (including code-share partners) travel itinerary.

“UNCHECKED BAGGAGE” means any of your Baggage other than Checked Baggage.

## **ARTICLE 2 APPLICABILITY**

2.1 GENERAL Except as provided in Articles 2.2, 2.3 and 2.4, our Conditions of Carriage apply only on those flights, or flight segments, where EZ Air B.V. or EZ Air B.V.'s Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

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

### **2.3 OVERRIDING LAW**

2.3.1 These Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such law shall prevail.

2.3.2 Severability – If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4 CONDITIONS PREVAIL OVER REGULATIONS Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations EZ Air B.V. may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

## **ARTICLE 3 – TICKETS**

3.1 GENERAL PROVISIONS 3.1.1 EZ Air B.V. will provide carriage only to the passenger named in the Ticket. All passengers will be required to produce legally accepted photo identification.

3.1.2 A Ticket is not transferable, including name changes, except when provided for in our regulations.

3.1.3 EZ Air B.V. Tickets cannot be endorsed for use with other carriers. Flights may be changed in accordance with EZ Air B.V. regulations and may be subject to payment of a change fee plus any difference in price between the original fare paid and the new fare class dependent on the class of fare originally purchased. Some fare classes are not modifiable or refundable under any circumstance. Passengers may also wish to ensure that they have appropriate insurance to cover instances where passengers have to cancel Tickets, or segments thereof, or are prevented from reaching the airport of departure by the Check-In Deadline by reason of ‘force majeure’.

### **3.2 VALIDITY**

3.2.1 Except as otherwise provided in these Conditions, issued tickets are valid only for the flight(s), date(s) and route specified on the Ticket.

3.2.2 In the event of death of a Passenger, the Tickets of the Passenger who passed away and of his or her immediate family member(s) travelling on the same reservation may be modified by waiving any restriction on changing the Ticket itinerary upon production of suitable documentary evidence. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the affected Passenger's Ticket and those of his or her accompanying immediate family member(s) may likewise be modified upon production of evidence of death.

3.2.3 If allowed by the fare class purchased, all changes made after the original scheduled departure date must be made within 364 days of the original purchase date of the ticket. This date may not be changed or extended regardless of the changes made from the original reservation.

### 3.3 OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our Registered Address Rooseveltweg 505-D.

## ARTICLE 4 – FARES, TAXES, FEES AND CHARGES

### 4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Your fare will be calculated in accordance with EZ Air B.V. tariffs and fare categories in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.1.1 FARE CLASSES – Rules regarding the specifics of changeability "cancel-ability " and fees that may be associated with such changes or cancelations are determined by the class of service and date purchased. Fare class rules may change from time to time; however, the rules in effect on the date of purchase shall determine the rules applicable to any given ticket, this is not applicable on any tax, fee or charge not directly imposed by EZ Air B.V.

4.2 CHARGES EZ Air B.V. may apply a change fee should you ask to change your travel plans from the original ticketed reservation dependent on the fare class purchased. In addition, the difference between the fare paid on the original ticket and the fare available on the new date / time requested may also be applied. Some fare classes are not able to be changed unless requirements in section 3.2.2 are applicable. EZ Air B.V. may apply an administration fee should you ask us to refund those monies of unused portions of refundable fares, dependent on the fare class purchased. EZ Air B.V. may at our sole discretion amend either or both of these fees from time to time and the amount of these fees are available from us on request, as applicable on the date of ticket issuance. No employee of EZ Air B.V. , nor any employee of any of our Handling Agents who may represent EZ Air B.V. , has the authority to waive or modify these charges under any circumstances except those as explicitly referred to in these terms and conditions, specifically in reference to section

4.3 CURRENCY Fares, taxes, fees and charges are payable in the currency of the country of origin of travel unless another currency is indicated by us at or before the time payment is made (for example, because of the non-convertibility of the local currency). EZ Air B.V. may, at our sole discretion, accept or demand payment in another currency, and will at our sole discretion determine our conversion rate for foreign currency.

## ARTICLE 5 – RESERVATIONS AND SEATING

### 5.1 RESERVATION REQUIREMENTS

5.1.1 EZ Air B.V. will record your reservation(s) and provide you with a record locator and ticketing time limit, if applicable, at the time of reservation. Upon request, EZ Air B.V. will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions that limit or exclude your right to change or cancel tickets, once issued.

5.1.3 Reservations, dependent on fare class reserved, are subject to time limits in which payment and ticketing must occur. Reservations whose time limits have elapsed may be canceled without notice.

5.1.4 In the event that EZ Air B.V. must cancel, delay, or otherwise adjust the operation of a flight, EZ Air B.V. may cancel any or all non-ticketed reservations with or without notice.

5.1.5 Passengers may change or cancel an unticketed reservation's itinerary at any time without penalty; however a difference in fare available on a new itinerary may apply.

5.1.6 Passengers do not derive any rights for travel, compensation or otherwise upon reservation.

Rights are only conferred upon payment and ticketing.

5.1.7 Fares quoted at the time of reservation are valid only until tickets are issued against the reservation or the time limit expires, even if the reservation is not canceled as per section 5.1.3, whichever occurs first.

5.1.8 Taxes and fees are subject to change up to the time of purchase, regardless of amounts quoted at the time of reservation.

5.1.9 Reservations are non-transferable, including name changes, at any time under any condition. Name change fee is USD. 40,-.

5.1.10 Ticketed flight segments, or ticket coupons, must be utilized in the order which is presented on the flight itinerary and e-ticket record. Attempted use of any ticket coupon prior to the use of any previous ticket coupon(s) is not allowed and will result in your being denied the use of such coupon(s) and/or additional change or exchange fees that may be allowed by the ticketed fare class(es).

Additionally, the use of a flight coupon without the prior use of the preceding flight segment coupon(s) will invalidate any and all remaining ticketed flight segment coupon(s) for travel, including cancellation of reserved space, without refund or exchange value regardless of ticketed fare class(es).

5.1.11 In case a passenger is no-show at the scheduled departure date and time, the ticket will no longer be valid nor is the passenger entitled to any refund.

5.2 PERSONAL DATA 5.2.1 You recognize that personal data has been given to us for the purposes of: making a reservation and purchasing a Ticket. For this purpose, you authorize us to retain and use such data and to transmit it to our own offices or agents, or as required by government entities as part of your reserved travel plans.

5.2.2 Passenger Notification Information: Should EZ Air B.V. be required to reschedule, reroute, or cancel any flight upon which a passenger has a paid, issued ticket, EZ Air B.V. will make every goodwill attempt to contact the passenger(s) using information provided at the time of reservation and/or ticket issuance. Responsibility falls upon the passenger to voluntarily provide EZ Air B.V. with valid contact information both at the place of origin and the place of destination where the passenger can be reached in case of rescheduling or cancellation. EZ Air B.V. shall attempt to provide notice as soon as possible once the decision to reschedule has been made.

## **ARTICLE 6 – CHECK-IN AND BOARDING**

6.1 Unless otherwise specified by us or by any applicable governmental or airport authority the Check-In Deadline for a flight operated by us is 60 minutes prior to scheduled departure time. EZ Air B.V. reserves the right to cancel your ticketed reservation and to deny you boarding if you do not comply with the Check-in Deadline indicated.

6.2 All passengers must present valid, legal travel documents and may be asked for proof of payment for all flights upon check-in.

6.3 All passengers are responsible for obtaining and possessing valid travel documents for their intended destination and any intermediate stops or transit points. Refer to section 12.1.

6.4 You must be present at the boarding gate no later than 30 minutes prior to departure. If you fail to arrive at the boarding gate by this time, the space reserved for you may be cancelled.

6.5 EZ Air B.V. will not be liable to you or any other party for any loss or expense incurred from the delay of the passenger due to traffic to the airport, anyone acting on behalf of the airport or government authority, security, immigration, or customs procedures.

6.6 EZ Air B.V. will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

## **ARTICLE 7 – REFUSAL AND LIMITATION ON CARRIAGE**

7.1 RIGHT TO REFUSE CARRIAGE 7.1.1 EZ Air B.V. may refuse to carry you or your Baggage if EZ Air B.V. has previously notified you in writing that EZ Air B.V. would not at any time after the date of such notice carry you on our flights.

7.1.2 EZ Air B.V. may also refuse to carry you or your Baggage if one or more of the following have occurred or EZ Air B.V. reasonably believes may occur:

7.1.2.1 Such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2.2 The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.2.3 Your mental or physical state or attitude or demeanor, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.2.4 You have committed misconduct on a previous flight;

7.1.2.5 You have refused to submit to a security check;

7.1.2.6 You have not paid the applicable fare, taxes, fees or charges;

7.1.2.7 You owe EZ Air B.V. any money in respect of a previous flight owing to payment having been dishonored, denied or recharged against us;

7.1.2.8 You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.2.9 You cannot prove that you are the person named in the Ticket;

7.1.2.10 You fail to observe all EZ Air B.V. instructions with respect to safety or security.

If EZ Air B.V. has, in the reasonable exercise of our discretion under this Article 7.1.2 refused to carry you on the basis of any of the above, or have removed you in route, EZ Air B.V. may, at our sole discretion, cancel the remaining unused portion of your Ticket and you will not be entitled to either further carriage by us or a refund from us, regardless of class of ticket purchased. EZ Air B.V. will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal in route. EZ Air B.V. may also initiate legal actions against you for any damages EZ Air B.V. incurs due to any of the above.

7.2 SPECIAL ASSISTANCE Acceptance for carriage of young persons, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance, including service animals, is subject to specific prior arrangement with us on terms and conditions which may be advised by us from time to time. Passengers with special needs or disabilities who have advised us of any special requirements at the time of booking, and which have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. Failure to advise EZ Air B.V. of any special needs on the day of ticketing, or 48 hours before departure, whichever occurs first, may result in the service being unavailable and your being refused carriage. If passengers need a wheelchair, the request for the wheelchair should be made to EZ Air B.V. upon booking or at least 48 hours before departure, whichever occurs first. For security reasons a maximum amount of wheel chairs may be predetermined. Last minute wheelchair requests will only be honored if a) wheelchairs are available at the time of request and b) if the maximum number of wheelchairs allowed on the flight has not been exceeded.

## **ARTICLE 8 – BAGGAGE**

8.1 FREE BAGGAGE ALLOWANCE 8.1.1 You may carry some Baggage, free of charge, subject to our conditions and limitations, which are stated on the itinerary receipt and may change with or without notice.

8.1.2 EZ Air B.V. will make every effort to transport your checked baggage with you on your flight; refer to section 8.6.3.

8.2 EXCESS BAGGAGE You may be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request and subject to change from time to time with or without notice.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE 8.3.1 You must not include in your Baggage:

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

8.3.1.2 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used;

8.3.1.4 Firearms or ammunition, explosives and detonators. Unloaded firearms and other weapons may be declared as checked baggage after approval from the Director of Safety for EZ Air B.V., whose determination is final, assuming all other baggage regulations are met;

8.3.1.5 Fish, game or hunting trophies. Wildlife for research and education purposes (living or not) may be transported with proper documentation from government authorities assuming all other baggage regulations are met;

8.3.1.6 Any items prohibited for carriage by local regulations, i.e. Historical artifacts, shells and any other articles protected under law.

8.3.2 Swords, knives, scissors, blades, cutlery, darts, syringes and other sharp objects and any item which, in our sole opinion, could be used as a weapon may be accepted as checked Baggage, at our discretion, but will not be permitted in the aircraft. Exceptions may be made for a limited number of medical syringes with needles, limited to a quantity required for your duration of travel, along with the accompanying medication, if a certified medical statement or prescription can be produced upon request.

8.3.3 EZ Air B.V. is not responsible for specific items in Checked Baggage including, but not limited to, money, medicine, jewelry, precious metals, keys, cameras, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.4 If, despite being prohibited, any items referred to in Article 8.3 are included in your Baggage, EZ Air B.V. shall not be responsible for any loss or damage to such items.

8.4 RIGHT TO REFUSE CARRIAGE OF BAGGAGE 8.4.1 EZ Air B.V. will refuse to carry as Baggage the items prohibited by Article 8.3, and refuse further carriage of any such items upon discovery.

8.4.2 EZ Air B.V. may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, and weight, content, character, or for safety or operational reasons, or the comfort of other passengers.

8.4.3 EZ Air B.V. may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. EZ Air B.V. shall not be liable for any costs or arrangements for baggage refused carriage under section 8.4 in its entirety or any subsection thereof.

8.5 RIGHT OF SEARCH For reasons of safety and security EZ Air B.V. may request that you permit a search and scan of your person and a search, scan or x-ray of your baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your baggage contains any item described in Article 8.3.1 or 8.3.2 or any firearms, ammunition or weapons. If you are unwilling to comply with such request EZ Air B.V. may refuse to carry you and your baggage. In the event of a search or scan causes damage to you, or an x-ray or other scan causes damage to your baggage, EZ Air B.V. shall not be liable for such damage unless due to our fault or negligence. Right of search will be done by Airport Security or Customs.

8.6 CHECKED BAGGAGE 8.6.1 Upon delivery to us of your Baggage that you wish to check, EZ Air B.V. will take custody of it, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

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

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless EZ Air B.V. decides for safety, security or operational reasons to carry it on an alternative flight. If your

Checked Baggage is carried on a subsequent flight EZ Air B.V. will deliver it to you within reasonable boundaries, unless applicable law requires you to be present for customs clearance.

8.6.4 Passengers are not required to place locks on their Baggage. Should passengers lock their Baggage and opening of said Baggage is required under section 8.5, EZ Air B.V. shall not be responsible for damages incurred to the lock(s), Baggage, or contents.

#### 8.7 UNCHECKED BAGGAGE

8.7.1 EZ Air B.V. may specify maximum dimensions and/or weight for Baggage that you carry on to the aircraft. Baggage that you carry onto the aircraft must be kept on your lap or under your seat, and may not form a safety hazard to any passenger in case of an emergency. If, in the judgment of the flight crew or check-in personnel, your Baggage cannot be stored in this manner, or if it is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage or, at the discretion of the flight crew and handling personnel, placed as airside checked baggage.

8.7.2 Airside checked Baggage shall not apply towards the passenger's checked baggage allowance.

8.7.3 Objects which EZ Air B.V. deem unsuitable for carriage in the aircraft hold (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us, and on the basis of availability. You may have to pay a separate charge for this service up to and including the cost of a full-fare ticket.

8.7.4 EZ Air B.V. assumes no liability for any and all articles carried as unchecked baggage or subsequently checked as airside checked baggage.

#### 8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect it within 72 hours of the aircraft's arrival, EZ Air B.V. may charge you a storage fee. Should your Checked Baggage not be claimed within 90 days of the time it is made available, EZ Air B.V. may dispose of it without any notice and any liability to you.

8.8.2 Only the bearer of the Baggage Identification Tag is entitled to delivery of the checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce and/or identify the Baggage by means of a Baggage Identification Tag, EZ Air B.V. will deliver the Baggage to such person only on condition that he or she establishes to EZ Air B.V. satisfaction his or her right to the Baggage.

8.8.4 As baggage is intended to protect the articles inside, EZ Air B.V. does not accept any liability for scratches, scuffs, stains and other minor damage resulting from normal wear and tear.

8.8.5 EZ Air B.V. assumes no responsibility for the damage to or loss of protruding baggage parts such as wheels, straps, pockets, pull handles, hangar hooks or any other items attached to the baggage.

8.8.6 Subject to laws and regulations of the destination airport, airside checked baggage may be collected airside at the destination or at the baggage claim. EZ Air B.V. assumes no responsibility for airside checked baggage.

8.9 ANIMALS 8.9.1 Carriage of animals, except service animals, shall be in accordance with EZ Air B.V. baggage policy and shall be considered either checked or unchecked baggage, dependent on the size of the kennel. All animals, except service animals, are required to be kept in a kennel, or similar container; that provides for the animal's well-being and the safety and security of other passengers and ground personnel. If the animal is to be transported in the cabin of the aircraft, the kennel must fit completely underneath the seat in front of the passenger's assigned seat to the satisfaction of the cabin crew, whose judgment is final. Notification of animal transport must be made and accepted by EZ Air B.V. at the time of reservation and final acceptance of the animal is the sole discretion of the check-in personnel and, ultimately, Captain of the aircraft, whose judgment is final. EZ Air B.V. shall not be liable for any expenses arising from an animal that is denied carriage.

8.9.2 Service animals are accepted as long as all of the following conditions are met: 8.9.2.1

Notification of the service animal must be made to EZ Air B.V. at the time of reservation or 72 hours before scheduled departure, whichever occurs first, depending on the size of the animal;

8.9.2.2 The passenger provides, upon request, a certified medical statement outlining the medical requirement for the service animal;

8.9.2.3 No additional fee for animal service.

8.9.3 Entry of animals, including service animals, into any country is the full responsibility of the passenger. EZ Air B.V. assumes no responsibility for animals denied entry, quarantined, or euthanized due to denial of entry by government officials.

## **ARTICLE 9 – SCHEDULES, CANCELLATIONS, DELAYS AND DIVERSIONS**

9.1 SCHEDULES 9.1.1 The flight times shown on your Ticket or elsewhere may change between the date of reservation, issuance of the ticket and the date of travel.

9.1.2 When EZ Air B.V. accepts your booking, EZ Air B.V. will notify you of the scheduled flight times in effect as of that time, and it will be shown on your Ticket. It is possible that EZ Air B.V. may need to change the scheduled flight times after you have booked your flight. If you provide us with your personal e-mail address and/or personal telephone number, EZ Air B.V. will attempt to notify you of any changes by such means. If, after you purchase your Ticket, and within 48 hours the date of travel, EZ Air B.V. changes the scheduled departure time by more than six hours and this is unacceptable to you and EZ Air B.V. is unable to book you on an alternative flight, you may be entitled to a travel credit voucher, accommodation, or, upon application, a refund in accordance with Article 10.2.

9.2 CANCELLATION AND DELAYS 9.2.1 EZ Air B.V. will take all necessary measures to avoid delay in carrying you and your baggage but times shown on timetables or elsewhere are not guaranteed and form no part of the agreement. EZ Air B.V. may at its own discretion, with or without notice and in order to prevent a flight cancellation, substitute alternate carriers or aircraft and if necessary, may alter, add or omit stopping places shown on the ticket or itinerary. Schedules are subject to change without notice. EZ Air B.V. is not responsible for or liable for failure to make connections or to operate any flight according to schedule or for a change to the schedule of any flight. Under no circumstances shall EZ Air B.V. be liable for any special, incidental or consequential damages arising from the foregoing.

9.2.2 If EZ Air B.V. cancels a flight, fails to operate a flight reasonably according to schedule or ceases to operate a route for reasons other than weather, labor strike, airport closure, act of God, general insurrection, act of war, governmental decree, or any other circumstance out of the control of EZ Air B.V., EZ Air B.V. may:

9.2.2.1 Carry you at the earliest opportunity on another of our scheduled services, or EZ Air B.V. sole discretion, an alternative carrier, on which space is available between the same routing points (or on such other route as EZ Air B.V. may agree with you) and, where necessary, extend the validity of your Ticket, all without making any additional charge; or

9.2.2.2 Make a refund in accordance with the provisions of Article 10.2. Upon the occurrence of any of the events set out in this Article 9.2.2, the options set out in Article 9.2.2.1 and 9.2.2.2 are the sole and exclusive remedies available to you and EZ Air B.V. shall have no further liability to you.

9.2.3 If EZ Air B.V. is forced to cancel a flight due to weather, labor strike, airport closure, act of God, general insurrection, act of war, governmental decree, Pandemic or any other circumstance out of the control of EZ Air B.V., EZ Air B.V. will make a best effort to transport you to your destination by our own services, including non-air alternatives. Passengers are encouraged to purchase third-party travel insurance to cover such instances.

9.3 DIVERSIONS If, due to weather, labor strike, airport closure, act of God, general insurrection, act of war, governmental decree, or any other circumstance out of the control of EZ Air B.V., EZ Air B.V. is unable to land at the airfield at your destination and are diverted so as to land at another airfield then the carriage by air shall, unless the aircraft continues to the original destination, be deemed to be completed when the aircraft arrives at that other airfield.

## **ARTICLE 10 – REFUNDS**

10.1 REFUNDABILITY Except as provided in Articles 7.1.2, 10.2 and 10.3 of these Conditions, all

monies paid for flights operated by EZ Air B.V. are refundable (providing that the original fare was refundable) less an administration fee based on the class of fare purchased.

**10.2 INVOLUNTARY REFUNDS** 10.2.1 If EZ Air B.V. cancels a flight, fails to operate a flight reasonably according to schedule or ceases to operate a route, the amount of the refund shall be:

10.2.1.1 If no portion of the Ticket has been used, an amount equal to the fare paid plus any associated taxes, fees and charges paid and collected by us. Any taxes, fees or charges paid for by you to other agencies are a matter entirely between you and them;

10.2.1.2 If a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used plus any associated taxes, fees and charges paid (and collected by us) in respect of that part of the journey not undertaken.

## **ARTICLE 11 – CONDUCT ABOARD AIRCRAFT**

11.1 GENERAL If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, drug consumption, or behave in a manner which EZ Air B.V. reasonably believe may cause or does cause discomfort, inconvenience, damage or injury to other passengers or the crew, EZ Air B.V. may take such

measures as EZ Air B.V. deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft. No refund for any unused portion of your ticket will be made by us to you. 11.1.1 Consumption of alcoholic beverages onboard all EZ Air B.V. operated aircraft is strictly prohibited.

11.1.2 In the event that your actions or inactions require an EZ Air B.V. flight to divert for immediate or emergency landing, you may be held liable for any fees, fines, costs, or charges as a result of such diversion including compensation due other passengers under section 9.3.

11.2 ELECTRONIC DEVICES For safety reasons, EZ Air B.V. may forbid or limit operation aboard the aircraft of electronic equipment at the instruction of the flight and cabin crew, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## **ARTICLE 12 – ADMINISTRATIVE FORMALITIES**

12.1 GENERAL 12.1.1 Each passenger is responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements, for yourself and any accompanying animals, including service animals, of countries to be flown from, into or through which you transit.

12.1.2 EZ Air B.V. shall not be liable for the consequences to any Passenger or accompanying animal 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.

12.2 TRAVEL DOCUMENTS Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. EZ Air B.V. reserves the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order, or appear to be incomplete.

charge assessed against EZ Air B.V. by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us and EZ Air B.V. may at our sole discretion use the monies paid on unused portions of your ticket as (partial) payment of any costs incurred by us in removing you as directed by the

Government concerned.

12.3 PASSENGER IS RESPONSIBLE FOR FINES, DETENTION COSTS, ETC. If EZ Air B.V. If EZ Air is obligated to refuse you to board on a flight due to failure to comply with laws, regulations, orders, forms or documentation, any extra cost resolving, EZ Air will not be liable for these (extra) cost. is required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. EZ Air B.V. may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

12.5 CUSTOMS INSPECTION If required, you shall attend inspection of your Baggage by customs or other governmental or airport authorities. EZ Air B.V. is not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

12.6 SECURITY INSPECTION You shall submit to any security checks by duly authorized representatives of governments or airport authorities or by us.

## **ARTICLE 13 - LIABILITY FOR DAMAGE**

13.1 Notice of Liability Limits by International Convention Any applicable conventions or international treaties, namely the Warsaw Convention, that limit the financial liability of EZ Air B.V. are incorporated into these general conditions of carriage by reference. 13.2 Stated Liability limitations 13.2.1 EZ Air B.V. will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

13.2.2 EZ Air B.V. is not liable to any passenger for any Damage arising from EZ Air B.V. compliance with applicable laws or Government rules and regulations, or from the passenger's failure to comply with the same.

13.2.3 EZ Air B.V. is not liable for any Damage caused by Passengers and/or Passenger Checked or Unchecked Baggage. Passenger shall be responsible for any Damage caused by the Passenger and/or Passenger's Baggage to other persons or property, including EZ Air B.V. or Airport property.

13.2.4 EZ Air B.V. shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3, or for unsuitably packed, perishable, damaged or fragile Baggage or for damage to the exterior of Baggage (e.g. scratches, stains, soiling, dents, tears or rips) resulting from normal wear and tear, or for water damage to Baggage.

13.2.5 EZ Air B.V. is not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

13.2.6 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our agents, employees and representatives to the same extent as they apply to EZ Air B.V. The total amount recoverable jointly from us and from such employees, representatives and persons shall not exceed the amount of our own liability, if any.

13.2.7 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

## **ARTICLE 14 – TIME LIMITATION ON CLAIMS AND ACTIONS**

### **14.1 TIME LIMITATION OF CLAIMS – BAGGAGE**

14.1.1 Acceptance of Checked Baggage by the bearer of the Baggage Identification Tag, without complaint and without completion of a Property Irregularity Report at the time of delivery, is prima facie evidence that it has been delivered in good condition and in accordance with the agreement for carriage. All limits to baggage claims are outlined in section 13.2.3.

14.1.2 If you wish to file a claim or an action regarding Damage to or loss of Baggage, you must notify the destination EZ Air B.V. station prior to leaving the airport premises and send a written report within 24 hours of arrival with information from the original baggage identification tag(s). Failure to

notify EZ Air B.V. within this time frame shall waive any and all passenger rights to claim for baggage loss or damage.

14.1.3 Notification of claim of lost luggage must additionally be followed by written notification, including original baggage identification tag(s), if not provided in the previous notification, within 7 days of arrival. Failure to provide EZ Air B.V. with written notification within this time frame shall waive any and all passenger rights to claim of baggage loss.

14.1.4 If an item of your checked baggage is reported lost and cannot be found within 21 days, it shall be presumed to be lost. Passengers must request compensation within a further twenty-one (21) days, failing which EZ Air B.V. shall not be liable to you.

14.2 TIME LIMITATION OF ACTIONS – OTHER THAN BAGGAGE Any claim of EZ Air B.V. liability by the passenger shall be waived if an action, or notification of action, is not brought within two years of the date of arrival at destination, the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped, whichever occurs first.

#### **ARTICLE 15 – INTERPRETATION**

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text. These terms and conditions are filed with the Court of First Instance, Willemstad, Curaçao, in the English language. Any translation of this text to other languages or formats, including electronic forms, is for convenience only and legality shall revert to the original, or its amendments, as filed, with or without notice

#### **ARTICLE 16 – APPLICABLE LAW AND JURISDICTION**

These Conditions and disputes or [claims arising out of](#) or [connected](#) to [the Contract](#), including disputes regarding the [existence](#), [validity](#), [enforceability](#), [breach](#) or [termination thereof](#), are to be construed according to [Curacao law](#) and shall be [finally](#) and exclusively [settled](#) by the Courts of Instance of Curacao.