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General terms and conditions of business

General terms and conditions of business of Air Berlin PLC & Co. Luftverkehrs KG, NIKI Luftfahrt GmbH (Airline), LTU Lufttransport-Unternehmen GmbH, Luftfahrtgesellschaft Walter mbH and Belair Airlines AG

1. Contract

1.1. This contract comes into existence with respect to all offers for flight bookings which are bookable on the Internet under www.airberlin.com or other authorised Internet booking pages, after clicking on the 'binding reservation' field and the subsequent appearance of a summary of the booking data on the screen (online booking confirmation). The booking confirmation can be immediately stored or printed out by the customer. For information purposes, said confirmation will be automatically sent again to the customer within 24 hours to the indicated contact email address of the booking person. With respect to all other booking procedures (by telephone, in writing, email, fax, in person), the contract comes into existence upon receipt of the booking confirmation, and/or in case of telephone booking upon notification by telephone.

1.2. During the booking process the correct first name and family name of the passenger must be provided in all cases, and this must match the name as shown on an official photo ID or substitute document. Nicknames or fictional names must not be used. Section 4 applies if a passenger's name is provided at a later stage.

2. Prices/payment

2.1. The services and prices shall apply as confirmed at the time of booking. After the contract has been concluded, the Airline is entitled to amend the price of the flight in the event of any change in fuel costs or charges for particular services, such as airport or security charges, or in the event of changes in exchange rates, where such exchange rate changes amount to at least 10 % of the unit price. Such amendments are permissible provided that the period between the conclusion of the contract and the agreed date of travel is greater than four months that the Airline informs the passenger of the amendment as soon as it becomes aware of such changes, and that such amendments could not be taken into account upon conclusion of the contract. In the event of a seat-related increase in costs of carriage (e.g. fuel costs), the Airline may demand payment of the increased amount; otherwise the additional costs of carriage shall be divided by the number of the seats on the aircraft and the resultant

increase applied as a charge to each individual seat. If charges such as airport charges, payable by the Airline, are increased, the price of the flight may in turn be increased by the appropriate proportionate amount. In the event of a change in exchange rates after the contract of carriage has been concluded, the price of the flight may be increased in line with the amount by which carriage has become more expensive for the Airline. A price increase may only be demanded up to 21 days before the agreed departure date. If the price increases applied after conclusion of the contract amount to more than 5 % of the total flight price, the passenger is entitled to withdraw from the contract without incurring any expense. In the event of any reduction or cancellation with regard to taxes, charges or costs that are not included in the price of the flight but that have already been paid, the additional amount will be refunded.

2.2. All payments are to be made either by a credit card accepted by the Airline or by direct debit from a German, Austrian or Dutch bank account to be specified by the person making the booking. The passenger may pay the entire cost of travel in cash, but only at a ticket desk and on the day of booking. The payment may not be collected by an intermediary. Unless otherwise stipulated by the payer, payments will initially be offset against the oldest claims. Any payment that is insufficient to repay the entire debt will initially be offset against the interest, and finally against the primary obligation.

2.3. In the event of a default in payment, the airline shall be entitled to terminate the contract following an unsuccessful payment request, subject to a deadline according to section 5.1.1-5.2, and to request the corresponding charges established there. Sections 5.3 and 5.1.4 shall apply accordingly.

2.4. If a credit card company or bank refuses to settle the claim arising from the contract for reasons that are the customer's responsibility, the customer shall be required to pay a flat rate of 10 EUR as compensation for the bank's return debit note. The customer is free, under German law, to prove that the airline did not suffer any loss or that the loss incurred was significantly less.

Otherwise the Airline shall also be entitled in this case to terminate the contract after unsuccessful payment request, subject to a deadline in accordance with sections 5.1.1–5.2 and levy the corresponding charges stipulated therein. Sections 5.3 and 5.1.4 shall apply accordingly.

If the flight was booked as a flex fare, the airline will charge a total processing fee of 25 EUR per passenger. The customer is free, under German law, to prove that in this specific case the appropriate handling fee is significantly lower than the flat-rate handling fee charged.

3. Travel documents

3.1. Passengers using our AB-TIX service (e-tickets) will receive confirmation of their booking by post or email and can collect their boarding card for the booked flight on presentation of a valid identification card or passport and the booking reference at the check-in desk.

3.2. Every passenger is personally responsible for complying with all important regulations associated with the journey (e.g. passport, visa and health regulations, including for any pets accompanying the passenger), as well as for the completeness and intactness of travel documents. In the event of non-compliance with entry or exit regulations, in particular on account of incomplete or non-intact travel documents, the Airline is entitled to refuse carriage and to charge the passenger for all resultant costs and damages.

4. Rebooked flights

4.1. A rebooking occurs if, at the passenger's request and subject to seats being available, the date/time of the flight, the name of the passenger, destination, departure and/or return airport is/are changed prior to an individual departure.

4.2. A flight may be rebooked up to 30 minutes prior to the agreed departure time. The name of the passenger may be changed any time prior to departure (outbound flight).

4.3. When a flight is rebooked, the difference between the original and the current, possibly higher fare, applicable on the day of rebooking, is payable; a flight may be rebooked to one with a lower fare, but the original fare will continue to apply. In addition a rebooking fee of 30 EUR is charged for short-haul and medium-haul saver flights (great circle distance between departure and destination airports of less than 3,000 miles), and a rebooking fee of 50 EUR is charged for long-haul saver flights (great circle distance between departure and destination airports of at least 3,000 miles). If a flight was originally booked as a flex fare or corporate fare (CompanyFlexFare), only the difference between the original fare and the current, possibly higher fare, applicable on the day of rebooking, will have to be paid. In all the above-mentioned cases the customer is free, under German law, to prove that the airline did not incur any costs or that the costs incurred were much lower than those charged as the flat-rate rebooking fee.

4.4. Rebookings can also be made by telephone. A booking may only be rebooked for a later flight – subject to local permits at the destination – if the rebooked flight is shown in the published schedule, if the required capacities are available and only if the later flight is no more than 365 days after the originally booked outbound flight. Any reimbursement for flights or legs of flights that were not used and that had been booked as a saver fare is excluded. Rebooking charges may only be paid using approved credit cards or direct debit. There is no rebooking charge for infants (children under 2 years old). No discount is granted on the rebooking charge. A domestic flight cannot be rebooked as an international flight and vice versa.

5. Cancellation of and failure to use a ticket

5.1. To cancel a booked flight or other confirmed service (e.g. seat reservation, carriage of pets, special reservations), passengers must notify the airline in writing (by fax to 49 (0)30-4102 1003, by letter or e-mail to Air Berlin, Service Team, Saatwinkler Damm 42-43, D-13627 Berlin, Germany; serviceteam@airberlin.com) or by telephoning 44 (0)871-5000 737 (0,10 GBP/min; different rates may apply to calls from mobile phones) before the start of their journey, stating the booking reference number. The decisive date is the day on which the notification is received by Air Berlin. Cancellation is no longer possible once the passenger has embarked on the journey. Under German law the following regulations apply to cancellations:

Flex fare:

5.1.1. If a passenger cancels or fails to travel on a short-haul, medium-haul or long-haul flight booked as a flex fare, the fare will be refunded. If a ticket that was initially booked as a saver fare is not used or is cancelled, section 5.1.2 or 5.1.3, as applicable, shall apply to the fare element of the original saver fare.

Saver fare:

5.1.2. If a short-haul or medium-haul flight (the great circle distance between departure point and destination being less than 3,000 miles) flight booked as a saver fare is not taken or is cancelled, the Airline is entitled in accordance with the law to demand the agreed remuneration from the passenger less any savings in expenditure made and/or possible alternative uses of the service booked, unless the circumstances resulting in the flight not being taken or being cancelled are the Airline's responsibility or due to force majeure. Objections raised by the customer shall be taken into account in accordance with section 5.3.

5.1.3. If a long-haul flight (the great circle distance between departure point and destination being at least 3,000 miles) booked as a saver fare is not taken or is cancelled, the Airline is entitled to charge the following amounts, unless the circumstances resulting in the flight not being taken or being cancelled are the Airline's responsibility or due to force majeure:

- up to 21 days before departure: 20 % of the fare
- up to 14 days before departure: 30 % of the fare
- up to 7 days before departure: 40 % of the fare
- up to 1 day before departure: 50 % of the fare
- on day of departure: 100 % of the fare (net).

5.1.4. In the above-mentioned cases both standard savings in expenditure and alternative utilisation of the service booked shall be taken into account.

5.2. The Airline shall continue to charge a handling fee of 25 EUR per passenger and booking for processing tickets that have not been used or that have been cancelled and that were booked as saver fares (sections 5.1.2 and 5.1.3). The customer is free, under German law, to prove that in this specific case the appropriate handling fee is significantly lower than the flat-rate handling fee charged.

5.3. In all the above-mentioned cases the customer is free, under German law, to prove that the airline did not suffer any loss or that the claim for reimbursement or for compensation of expenses was significantly less.

5.4. These above provisions also apply if the customer does not reach the aircraft at the stipulated time or is not permitted on the flight on account of incomplete travel documents. Customers are recommended to take out travel cancellation insurance.

6. Changes/changes in departure times

The Airline does its utmost to transport passengers and baggage as punctually as possible. Scheduled flight times may be subject to reasonable changes for operational reasons. The Airline will endeavour to keep changes to flight departures to a minimum and to inform passengers as soon as possible of any such changes. According to Russian law, short-term changes to routes and/or cancellations due to security aspects or impediments, imposed by public authorities, may be made. Passengers are recommended to confirm the departure time of their flight by telephoning the Service Centre on 0871-5000 737 (0,10 GBP/min; different rates may apply to calls from mobile phones) between 24 and 48 hours prior to their outbound or inbound flight. The Airline also recommends that passengers, when booking, leave us a telephone number where they can be contacted at their destination. The Airline is entitled – only in so far as necessary – to change the type of aircraft and to transfer carriage as a whole or

in part to third parties, with the Airline continuing to be responsible for the booked carriage. In the event of changing to another air carrier, the Airline is required, irrespective of the reason for the change, to take all reasonable steps to ensure that passengers are notified of the change and the identity of the other air carrier as soon as possible. In any event, passengers will be notified when checking in, or at the latest when boarding the aircraft (EC directive 2111/05).

7. Cancellation of a contract due to exceptional circumstances

If carriage by air is unforeseeably made much more difficult, endangered or impaired as a result of an act of God, either party may withdraw from the contract. If the contract is terminated prior to departure, the maximum liability of the Airline to the passenger for flight cancellation shall be limited to refund the travel costs already paid. This covers all of the passenger's claims arising from the contract unless the loss in question is one of personal injury or damage incurred as a result of deliberate or gross negligence.

8. Liability

8.1. The current legal provisions shall apply in conjunction with those set out in the Montreal Convention on the standardisation of regulations on international carriage by air with respect to injury to life and limb of the passenger as well as with respect to the passenger's baggage. Except for injuries to life, body or health or for the violation of essential contractual obligations, the fulfilment of which is indispensable for the proper fulfilment of the contract and the fulfilment of which the passenger may generally expect, the Airline is only liable for damage if it has caused such damage with deliberation or gross negligence; the provisions of the Montreal Convention or other subordinate liability provisions (above all Regulation (EC) No. 261/2004) shall remain unaffected. Any complaints and enquiries concerning baggage are to be addressed to the baggage office directly on arrival. Otherwise damages may be claimed in writing within the periods stipulated by the Montreal Convention. Such a letter should be sent either to Air Berlin PLC & Co. Luftverkehrs KG, Abt. Kundenservice (Customer Service Department), Saatwinkler Damm 42-43, D-13627 Berlin, or to LTU Lufttransport-Unternehmen GmbH, Abt. Kundenservice (Customer Service Department), Flughafen Halle 8, 40474 Düsseldorf, Germany. Passengers are recommended to carry valuables, medication, perishable goods or fragile items in their hand baggage (up to a maximum weight of 6 kg is permitted). The information on the ticket concerning the limitation of liability applies. Unless the preceding paragraph provides otherwise, the objections based on the Montreal Convention and the applicable national law shall apply without restriction.

8.2. If any means of transport other than an aircraft (e.g. Rail&Fly) is used for part of the journey, that part of the journey shall be subject to the terms and conditions applicable to the means of transport in question (article 38 paragraph 2 Montreal Convention).

9. Other provisions and agreements

9.1. In accordance with the German Data Protection Act and other statutory provisions the Airline is authorised, within the scope of fulfilling the contract, to collect, process and utilise personal data. Such data are collected, processed, utilised and transmitted using data processing systems within the scope of the purpose of the contract. Processing or utilisation is carried out for the following purposes, within the scope of statutory provisions: making reservations, obtaining a ticket, obtaining additional services and making payments; developing and providing services, facilitating entry and customs clearance procedures. For such purposes the Airline is entitled to collect, store, edit, bar, delete, utilise and transmit such data to its own offices, authorised representatives, as well as those providing the above-mentioned services on behalf of the Airline. The Airline is further entitled to transmit the passport data and the personal data processed and utilised by the Airline in the context of air carriage to the authorities (government departments) in Germany and other countries (including authorities in the USA and Canada) if the demand made by the authorities for such data to be transmitted is based on mandatory statutory provisions and therefore necessary for the fulfilment of the contract of carriage.

9.2. These terms and conditions apply unless individual provisions were made in the separate contracts. The Airline recommends obtaining written confirmation of additional verbal agreements. In the event of one or more provisions of these General Terms and Conditions of Business being ineffective, the effectiveness of the remaining provisions shall not be affected. Please refer to the general terms and conditions of carriage. If, in the case of a code-share flight, one of the above-mentioned airlines is registered as the air carrier, carriage will be subject to the terms and conditions of carriage; otherwise the airline operating the flight will provide further information. The Airline is entitled to challenge or correct the contract in the event of obvious printing or mathematical errors. If this should result in a price increase, the passenger is entitled to withdraw from the contract within two weeks of receiving confirmation of travel. German law shall apply in all cases. The legal venue for commercial matters is Berlin.

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General Conditions of Carriage (GCC)

General Conditions of Carriage (GCC) of Air Berlin PLC & Co. Luftverkehrs KG, NIKI Luftfahrt GmbH (Airline), LTU Lufttransport-Unternehmen GmbH, Luftfahrtgesellschaft Walter mbH and Belair Airlines AG

1. Area of application

These general conditions of carriage apply to any transportation of passengers and baggage, including associated services, provided by Air Berlin PLC & Co Luftverkehrs KG, NIKI Luftfahrt GmbH, LTU Lufttransport-Unternehmen GmbH, Luftfahrtgesellschaft Walter mbH, Belair Airlines AG or their vicarious agents (hereinafter referred to as the Airline). Unless otherwise expressly agreed, these general conditions of carriage shall also apply to carriage provided free of charge. The Airline's general terms and conditions of business also apply.

2. Contact Details for Notification and Information

All notifications and Information are dealt with by the Air Berlin Service Centre. The Service Centre can be reached via telephone 0871-5000 737 (0,10 GBP/min), fax 49 (0)30-4102 1003, e-mail to serviceteam@airberlin.com or at Air Berlin Serviceteam, Saatwinkler Damm 42-43, 13627 Berlin, Germany.

3. Carriage only on presentation of complete and valid travel documents

Passengers are only carried by the Airline if complete and valid travel documents, as well as a valid passport/ID card/visa or, in the event of the original documents having been lost, equivalent substitute documents, are presented when checking in on time. This also applies to any pets travelling with passengers.

Suitable proof of identity (inclusion on the passport of parent/guardian or the child's own passport) must also be submitted for children and infants. The Airline advises passengers to have their booking reference number ready when checking in.

The Airline is entitled to refuse carriage if the conditions of entry imposed by the country of destination have not been met or if travel documents/evidence required by a specific country cannot be submitted.

4. Check-in, late arrival for check-in and minimum boarding times

4.1. If passengers check in at a desk or use the Quick Check-in facility, the following distinctions apply:

- For short-haul and medium-haul flights (great circle distance between points of departure and arrival of less than 3,000 miles) passengers must have presented themselves at the check-in desk at least 30, 45 or 60 minutes, depending on the departure airport, prior to the scheduled departure time to collect their boarding pass (when using the Quick Check-in machines at the airport they must have completed the automated check-in process to obtain their boarding pass by this time) to be able to board. Please refer to the booking confirmation for the exact check-in times and deadlines. For information you can also view the check-in times and deadlines for the various departure airports at www.airberlin.com, call our Service Centre or ask at any Air Berlin ticket desks. The Airline recommends arriving in good time at the check-in desks, i.e. well before the check-in deadline, to ensure that the check-in process can be completed even in the event of long queues etc.

- For long-haul flights (great circle distance between points of departure and arrival of 3,000 miles or more) passengers must have presented themselves at the check-in desk at least 90 minutes prior to the scheduled departure time to collect their boarding pass (when using the Quick Check-in machines at the airport they must have completed the automated check-in process by this time) to be able to board. The Airline recommends arriving in good time at the check-in desks, i.e. well before the check-in deadline, to ensure that the check-in process can be completed even in the event of queues etc.

4.2. Passengers using the Web Check-in facility must have completed the online process and printed out their boarding pass at least 120 minutes prior to the scheduled departure of the flight to be able to board. For further information please go to Service/Check-in & e-Services at www.airberlin.com.

4.3. Passengers checking in by MMS Check-in (this only applies to German or Austrian mobile phone networks) must have confirmed the Airline's SMS prompt on their MMS-capable mobile phone to receive their boarding pass as an MMS barcode, thereby completing their check-in procedure, at least 60 minutes prior to the scheduled departure of the flight to be able to board. For further information please go to Service/Check-in & e-Services at www.airberlin.com.

4.4. For exact departure times please refer to the relevant booking confirmation, as well as the display at the departure airport. Responsibility for complying with check-in deadlines rests with the passenger.

4.5. Furthermore, passengers are required to be at the gate at least 20 minutes prior to departure (minimum boarding time) and must be in possession of a valid boarding pass (MMS Check-in: MMS barcode) ready to board at the gate.

4.6. Failure to comply with the check-in deadlines mentioned in the previous sections (4.1–4.4) or failure to comply with the minimum boarding time (4.5) means that passengers, whether or not they are in possession of a valid boarding pass, will lose their entitlement to carriage, although they remain obliged to pay the fare, unless the responsibility for this lies with the Airline or is due to force majeure. Equally no claims for damages, compensation of expenses or other claims against the airline may be derived from this.

5. Carriage of baggage

5.1. The Airline may refuse to accept baggage to be checked in if it is not packaged in such a way that its secure transportation can be ensured. Passengers share responsibility for ensuring that their checked baggage, as well as all items contained therein, will survive transportation without damage.

5.2. Cabin baggage must not weigh more than 6 kg without laptop (8 kg with laptop). The dimensions of hand baggage must not exceed the measurements of 55 cm x 40 cm x 20 cm. On account of space restrictions and security, only one item of hand baggage per passenger is permitted. According to EU regulation 1546/2006 all passengers departing from airports in the European Union and Switzerland (including connecting flights) are only allowed to transport liquids, pressurised containers, pastes, lotions and other gel-like substances up to a maximum amount of 100ml per item in their hand baggage. Essential is the maximum filling amount printed on the container. All of these single containers must be packed in one transparent, re-sealable plastic bag with a capacity not greater than 1 litre. Only one plastic bag per person is allowed. Special rules apply to prescribed medication and baby food, which can be obtained through the Service Centre of the airline. Some Non-EU states have adopted the same regulations. Further information is available through the Service Centre of the airline.

5.3. The maximum free baggage allowance for checked baggage is 20 kg per passenger, unless other regulations apply (e.g. USA/Canada flights or customer loyalty schemes). The maximum free baggage allowance increases to 30 kg for stays of 29 days or more, provided that the outbound and inbound flights have been booked within the same booking. In business class the maximum free baggage allowance increases to 30 kg per passenger, or to 40 kg for stays of 29 days or more, provided that the outbound and inbound flights have been booked within the same booking. The special regulations concerning the maximum free baggage allowance described in section 7.1 apply to USA/Canada flights.

The Airline recommends a maximum weight of 32 kg for any individual item of baggage. Please contact the Airline's Service Centre for further information.

An additional charge is payable if the free baggage allowance applicable to the passenger is exceeded (see clause 7 below). The person named as the customer on the booking and to whom the invoice has been issued and/or the passenger is responsible for paying the additional charge.

5.4. The baggage identification tag issued to the passenger acts as a record of the checked baggage as regards the weight and the number of items. Passengers are advised to attach a label with their name and address to the outside and inside of checked baggage.

5.5. Passengers are required to collect their checked baggage as soon as it is issued by the Airline. If baggage is not collected or acceptance refused, the Airline shall be entitled to charge the passenger for the storage costs that may be incurred.

5.6. The passengers shall be responsible for the fulfilment of any customs duties in connection with their baggage.

5.7. The Airline recommends that the passengers contact immediately after landing the Lost and Found desk of the respective airport of destination in the event of delays, loss, destruction of or damage to their baggage.

6. Prohibited baggage

6.1. The carriage of dangerous items is forbidden on all flights operated by the Airline.

6.2. Passengers are not permitted to carry the following items:

- Items that could endanger the aircraft, onboard equipment or persons, in particular explosives, compressed gases, oxidising, radioactive, corrosive or magnetising substances, highly flammable, toxic or aggressive substances and also all kinds of liquids, i.e. any items or substances that are classified as hazardous in accordance with the regulations on hazardous substances;
- items that are unsuitable for carriage on account of their weight, size or nature.

6.3. Separate lithium batteries or rechargeable lithium batteries (as commonly used in electronic consumer goods, e.g. laptops, mobile phones, watches, cameras etc.) may only be carried in cabin baggage. No more than two separate lithium batteries or rechargeable batteries with a maximum rating of 160 Wh may be carried as spare batteries for electronic consumer goods. The Airline's prior consent must be obtained if separate batteries or rechargeable batteries with an individual rating of between 100 Wh and 160 Wh are to be carried on board. For further details concerning the carriage of batteries and rechargeable batteries, please refer to the safety information online.

6.4. Passengers are not permitted to carry weapons of any kind, either in their hand baggage or on their person, in particular firearms, blunt or sharp weapons as well as containers under gas pressure that can be used for the purpose of attack or defence. The same applies to all types of ammunition and potentially explosive substances. Absorbed-fuel (Zippo-type) cigarette lighters are prohibited. Passengers may carry 1 gas lighter on their person.

6.5. Toy guns (plastic or metal), catapults, cutlery, razor blades (both safety blades and open blades), commercially available toys that could be used as a weapon, knitting needles, sports rackets and other sports or leisure equipment that could be used as a weapon (e.g. skateboards, fishing rods or paddles), as well as any other sharp articles must only be transported in checked baggage. The same applies to nail scissors, nail files, tail combs and hypodermic syringes (except for documented medical purposes), as well as to candles with a gel component, shoe insoles with a gel component, snow domes or similar decorations, irrespective of size or quantity of liquid. To avoid injury, all sharp items in checked-in baggage must be protected and packed securely.

6.6. Passengers are advised not to transport any fragile or perishable items, items of special value, e.g. money, jewellery, precious metals, precious stones, laptops, cameras, mobile telephones, navigation or other electronic devices, securities (share certificates etc.) or other valuables or documents, samples, identification documents, house keys, car keys, medication or liquids in their checked baggage.

7. Excess/special baggage

7.1. The carriage of baggage that exceeds the applicable free baggage allowance in terms of weight is subject to a charge. Unless otherwise agreed, an additional charge (excess baggage charge) will apply to baggage in excess of the free baggage allowance. In every case the charge must be paid before departure of the flight, otherwise there is no entitlement to transportation of the baggage. The person entered as customer on the booking and to whom the invoice has been issued and/or the passenger is responsible for paying the additional charge. The excess baggage charges are as follows:

- Short-haul/Medium-haul: 10 EUR per kg one way
- Long-haul: 20 EUR per kg one way
- Special regulations for USA/Canada flights for Economy Class passengers:
 - Free baggage allowance: 1 item of baggage weighing up to 23 kg / 51 lbs
 - Excess baggage rate for additional baggage: 2nd item of baggage weighing up to 23 kg / 51 lbs: EUR 40 (flight ex Germany) / USD 40 (flight ex destination)
 - From 3rd item of baggage up to 32 kg / 71 lbs: EUR 150 (flight ex Germany) / USD 150 (flight ex destination)
 - Every item of baggage weighing more than 23 kg / 51 lbs and up to 32 kg / 71 lbs: EUR 25 (flight ex Germany) / USD 25 (flight ex destination)
 - Every item of baggage above 32 kg / 71 lbs: EUR 450 (flight ex Germany) / USD 450 (flight ex destination) – also applies to bulky items
- Special regulations for USA/Canada flights for Business Class passengers (two-piece concept):
 - Free baggage allowance: 2 items of baggage weighing up to 32 kg / 71 lbs each
 - Excess baggage rate for additional baggage: from 3rd item of baggage up to 32 kg / 71 lbs: one-off charge of EUR 150 (flight ex Germany) / USD 150 (flight ex destination)
 - Every item of baggage above 32 kg / 71 lbs: EUR 450 (flight ex Germany) / USD 450 (flight ex destination)

Unless otherwise expressly agreed, the Airline must be notified in advance of all items of special baggage. Notification must be made in writing. The Airline's confirmation of such notification is required to ensure entitlement to transportation. The dimensions and weight of the item of special baggage must be stated on notification.

The decision relating to transportation of excess and special baggage is based on available capacity in the hold and on occupational health and safety regulations. Consequently excess and special baggage may be subject to a quantity restriction or entirely excluded from transportation. Furthermore, the travel agency or Service Centre must be informed about excess baggage (10 kg or more), special baggage or oversized and bulky baggage at least 48 hours prior to departure, as this can only be carried if sufficient space is available.

7.2. Excess baggage units may be booked in advance for regular baggage (excluding special or sports baggage). Each excess baggage unit entitles the passenger to check in 5 kg of additional baggage. A charge of EUR 25 is made per person and excess baggage unit for short-haul and medium-haul flights, and for long-haul flights a

charge of EUR 50 applies. Subject to capacity, a maximum of 10 excess baggage units (i.e. 50 kg max.) may be booked per passenger and route/flight booking. Again the Airline recommends a maximum weight of 32 kg for any individual item of baggage. Excess baggage units may be booked up until 48 hours prior to departure. Excess baggage units cannot be booked for USA/Canada flights within the meaning of section 7.1 or for flights of children under the age of 2. Please contact the Airline's Service Centre for further information.

7.3. Sports equipment/baggage within the meaning of section 7.3.1 is deemed to be special baggage and must be registered in advance and packed separately. The Airline recommends checking in sports equipment in robust packaging. It must be recognisable as such at the check-in desk.

7.3.1 The following charges apply to special types of sports baggage:

- Bicycles (BIKE): one way up to 30 kg 25 EUR (short-haul/medium-haul) / 40 EUR (long-haul)
- Surfboard (with sail and mast)/ Bodyboard / Kiteboard (SURF/KITE): one way up to 30 kg 25 EUR (short-haul/medium-haul) / 40 EUR (long-haul)
- Diving equipment (DIVE): one way up to 30 kg 25 EUR (short-haul / medium-haul) / 40 EUR (long-haul)
- Ski equipment / 1 pair of skis or one snowboard and ski boots or 1 skibob per passenger (SKI): one way up to 30 kg 25 EUR (short-haul / medium-haul) / 40 EUR (long-haul) (free of charge on flights operated by NIKI Luftfahrt GmbH)
- Golf baggage (GOLF): up to 30 kg free of charge on all departures up to 30.04.2010
- Golf baggage (GOLF): up to 30 kg for each separate item of baggage per passenger one way on all departures from 01.05.2010 a charge of EUR 25 (short-haul/medium-haul) / EUR 40 (long-haul) is applied.

Please contact us for charges applicable to other sports baggage.

7.3.2 Sports baggage within the meaning of section 7.3.1 weighing more than 30 kg and other special or sports baggage is subject to the general excess baggage charges as set out in section 7.1 (EUR 10 / EUR 20 per kg and type of route). For flights from/to USA/Canada the following piece-concept excess baggage charges apply to sports baggage above 30 kg and within the meaning of section 7.3.1:

- per registered item of baggage and route: EUR 150 for flights ex Germany / USD 150 for flights ex destination area;
- per non-registered item of baggage and route: EUR 450 for flights ex Germany / USD 450 for flights ex destination area, with the relevant charges for sports baggage (EUR 40 on long-haul routes) being included in this excess baggage rate.

7.3.3. Diving equipment must be registered with the Airline prior to the date of travel. Belts must be transported without the lead diving weights and compressed-air bottles must be empty. Diving lamps must be carried with the battery or bulb removed.

7.3.4. Bicycles must be registered with the Airline prior to the date of travel and packaged before they are checked in. The Airline recommends a bike box or other sturdy container as suitable packaging. Bicycles with an auxiliary engine are deemed to be hazardous items and excluded from carriage. However bicycles powered by an electric motor and equipped with a battery can be transported.

7.3.5. The Airline must be notified in advance if passengers will be checking in sports weapons and associated ammunition, or any items that have the appearance of or are labelled as weapons, ammunition or potentially explosive substances; passengers must inform the Airline of each item separately. The Airline recommends that passengers carrying such items appear at the check-in desk early on the day of departure. The Airline will only permit such items to be carried if they are transported as freight or checked baggage in accordance with statutory regulations covering the transportation of hazardous goods. Each passenger is only permitted to carry a maximum of 5 kg of ammunition per piece of baggage. Further information will be provided on notification of the airline.

7.4. One (1) wheelchair may be carried per disabled passenger and the Airline must be notified of such a requirement on booking. Restrictions apply to the carriage of motorised wheelchairs on account of the limited hold capacity. When they are checked in, such wheelchairs must be in a condition that ensures their safe handling and transportation. The carriage of medical devices and mobility aids, including electrical wheel chairs, can be guaranteed only if these have been registered 48 hours in advance, indicating dimensions and weight, if there is enough space on board and if the transport does not conflict with the relevant provisions on hazardous goods. Further details will be provided on notification of the Airline.

7.5. The carriage of pets is subject to a charge. The statutory regulations covering the transportation of animals apply. The pets must be transported in a suitable, closed, leak-proof and secure carrier. For reasons of safety and space the passenger's entitlement to carriage of a pet only applies if the Airline was notified of and confirmed such

intended carriage when the booking was made. The Airline does not accept any pets on flights to and from the United Kingdom, Ireland and Iceland. The passenger is responsible for ensuring that all the necessary vaccination and health certificates as well as entry documents are up to date. Further information on the carriage of pets can be obtained at the Air Berlin Service Centre under the contact data indicated under Sec. 2.

The Airline's charge for the carriage of pets in the cabin (maximum dimensions of a pet carrier are 55 cm x 40 cm x 20 cm, up to 6 kg in weight) is 25 EUR (short-haul / medium-haul) or 40 EUR (long-haul) one way. The Airline's charge for carrying pets in the hold (a requirement if the weight exceeds 6 kg) is 40 EUR (short-haul / medium-haul) or 120 EUR (long-haul) one way. Pets that are transported in the cabin must be kept in their carrier at all times during the flight. The carrier must not be placed on a seat.

The Airline is only permitted to carry two (2) visually impaired passengers with one guide dog each in the cabin. The passenger's entitlement to carriage of the guide dog only applies if the Airline was notified of the intended carriage on booking and has confirmed such intended carriage. Guide dogs are carried free of charge.

8. Carriage of infants, children and young persons

To avoid damage to health, the Airline recommends that newborn infants under 7 days old are not carried on flights.

The fare for small children/ infants (children under 2 years of age) on all international routes is 10 % of the adult fare (net flight price). Small children/infants (children under 2 years of age) are carried free of charge on all domestic German routes. Infants (children under 2 years old) are carried free of charge on all domestic German routes. The fare for children between the ages of 2 and 12 is 67 % of the net flight price plus taxes, charges and fuel surcharge.

Each adult passenger may take one small child. Only one small child is permitted per row of seats. Infants may travel in their own child seat provided that an additional seat has been booked on the aircraft and if the Airline has been notified at least 48 hours before departure that a child seat will be used. Throughout the flight the child seat must be secured to the aircraft seat using the seat belt provided. The following child seats are currently approved for general use on aircraft: Römer King Quickfix, Maxi Cosi Mico, Maxi Cosi City, Storchenmühle Maximum. Other child seats may be permitted in individual cases subject to prior notification. The child seat must in all cases be approved (certified) and marked accordingly. In addition the Luftikid seat is also approved for use on some aircraft types. Further information is shown on the Service/Service for Families section at www.airberlin.com or is available from the Service Centre on registration.

Attention:

Suitable proof of identity (inclusion on the passport of parent/guardian or the child's own passport) must also be submitted for children and infants.

Depending on the country of destination (e.g. USA) special entry regulations may apply to children travelling. For further information please contact the relevant diplomatic mission abroad or the German Ministry of Foreign Affairs.

Unaccompanied minors (UMNR) between the ages of 5 and 11 can only be carried if the Airline was notified in advance and if the Airline has confirmed carriage of an unaccompanied minor. If a child between the ages of 5 and 11 is accompanied by a person at least 16 years old, such a child is not deemed to be an unaccompanied minor within the meaning of these sections. The service for unaccompanied minors may also be booked for children between the ages of 12 and 16.

Unaccompanied minors will be carried if an official passport/identity document with a photograph or the German family book or a certified copy thereof is presented at the check-in desk. The parents/guardian have to provide a written confirmation that the child is allowed to travel. For some countries special rules apply. Further Information can be obtained through the Service Centre. The name of the person collecting the child at the destination airport must be given at the check-in desk. The guardians / parents must wait at the airport until the departure of the aircraft.

The carriage of unaccompanied minors is subject to a processing charge of 40 EUR one way. For flights of over 3,000 miles this charge is 80 EUR one way.

On transit flights via one of the Airline's hubs the Airline will provide a person to accompany and supervise unaccompanied minors, provided that the transit time does not exceed 2 hours. If it does, carriage will be refused.

9. Carriage of expectant mothers

For safety reasons and to avoid damage to the health of expectant mothers, the following regulations apply:

Until 4 weeks before the expected date of delivery the Airline will provide carriage for expectant mothers without a fitness-to-fly certificate; the Airline is entitled to demand a medical certificate showing that the pregnancy has not progressed beyond the 36th week.

Carriage is not provided for expectant mothers in the 4 weeks before the expected date of delivery.

Important – please note:

The above-mentioned regulations must also be taken into account for the date of any planned return flight.

10. Carriage of passengers with a plaster cast

Passengers with a plaster cast are advised that, up to seven (7) days after fracture of the bone, the plaster cast must be split / open during carriage by air to avoid injury to health (including the risk of thrombosis). In cases where the fracture occurred more than seven (7) days prior to the flight, passengers may also be carried with a closed plaster cast. The Airline must be notified in advance if the passenger requires additional space on the aircraft on account of the plaster cast. This should be done at least 24 hours prior to departure, otherwise the Airline is entitled to refuse carriage in accordance with section 11 in any individual case.

11. Restriction and refusal of carriage

The Airline is entitled to refuse carriage or onward carriage, or curtail carriage for passengers or their baggage especially if:

- the aircraft, a person or items on board are endangered;
- members of the crew are obstructed in carrying out their duties;
- the crew's instructions, in particular with regard to smoking and the consumption of alcohol, are ignored;
- passengers' behaviour imposes an unacceptable burden or leads to damage or injury on the part of other passengers or the flight crew;
- there is reasonable suspicion that passengers will carry out one of the above-mentioned acts;
- carriage would be in breach of the applicable law, regulations or requirements of the country of departure or destination or of the country over which the aircraft is flying at the time;
- passenger refuse to allow themselves or their baggage to be subjected to checks that might be required for security reasons;
- the passenger is not in possession of valid or intact travel documents, destroys the travel documents during the flight or refuses to hand over the travel documents to members of the crew when asked to do so in return for a written receipt;
- passengers do not comply with the regulations required for making the journey (e.g. passport, visa and health regulations, including for animals accompanying the passengers);
- passengers cannot prove at the check-in desk or when boarding the aircraft that they are the person in whose name the booking was made;
- the fare, taxes, charges or surcharges, including for previous flights, have not been paid;
- passengers contravene safety-relevant instructions given by the Airline or instructions within the scope of company regulations;
- passengers are carrying prohibited baggage;
- the passenger has failed to notify the Airline in good time that additional space is required on account of a plaster cast.

The Airline is entitled to reallocate seats, even after the aircraft has been boarded. This may be necessary for security-related or operational reasons. There is no entitlement to be allocated a specific seat.

Please note the following when booking XL seats:

Since XL seats are located in the rows with emergency exits, they are safety-relevant seats. Consequently the Airline will only allocate these seats to passengers whose physical and/or mental condition will not hinder evacuation of the aircraft in an emergency.

The Airline is entitled to ask such passengers to leave the plane, to refuse onward carriage at any location or to refuse carriage throughout the route network if this is necessary to ensure the safe operation of the flight and/or to protect the passengers and crew. In addition the pilot in command is authorised to take any other necessary and reasonable measures to maintain or restore safety and order on board. Passengers committing any unlawful acts on board will be prosecuted under criminal or civil law.

For safety reasons passengers are not permitted to use any private electronic devices during take off and landing. The use of mobile phones is not permitted at any time during the flight. Other electronic devices may only be used with the permission of the flight attendants.

12. Miscellaneous

If one or more provisions of these General Conditions of Carriage is ineffective or subsequently rendered ineffective, the effectiveness of the remaining provisions shall not be affected.

13. Statutory references

13.1. Information in accordance with the Annex to Regulation (EC) 889/2002 amending Council Regulation (EC) 2027/97 on air carrier liability in the event of accidents:

"ANNEX

Air carrier liability for passengers and their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 113 110 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 000 SDRs (approximate amount in local currency).

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4 694 SDRs (approximate amount in local currency).

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1 131 SDRs (approximate amount in local currency).

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1 131 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

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

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

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.

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

If the person collecting the baggage accepts any item of checked-in baggage without reservation, this action shall establish the disputable presumption that it has been delivered undamaged in accordance with the document of carriage. The Airline's liability is in all cases limited to proven damage. The damage to be compensated is reduced in the event of contributory fault. In addition please refer to the liability provision in article 20 of the Montreal Convention.

13.2. Information in accordance with regulation (EC) 261/2004:

This information summarises the regulations relating to the liability of EC airlines to be applied by those airlines in accordance with the legal provisions of the community in the event of a cancellation, flight delay and/or refusal to transport. The directive only applies if the passenger is in possession of a confirmed booking for the relevant flight, has arrived in good time to check in at the specified time (except in the case of the cancellation of the flight) and is travelling at a tariff available to the public. Claims for compensation as listed below may be excluded if the incident

is due to extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken (for instance poor weather conditions, political instability, strikes, security risks, unexpected flight safety problems). Likewise the passenger is not entitled to these benefits, if he/she was excluded from the flight due to justifiable reasons e.g. related to health, general or operational safety or inadequate travel documents.

According to regulation (EC) 261/2004, delays exist from a delay of the departure compared with the scheduled time of departure of 4 hours for flights above 3,500 km distance, of 3 hours for flights between 1,500 and 3,500 km and flights above 1,500 km within the EC and of 2 hours for flights up to 1,500 km distance. The passenger is entitled to receive care and support services from the Airline, if it is foreseeable that the flight will have a serious delay. These services are limited to the provision of appropriate refreshments relative to the amount of waiting time and the opportunity for two short telephone calls, faxes or E-mails. Overnight accommodation will be provided if necessary at the discretion of the Airline. The Airline is not required to offer care and support services, if because of them the departure would be delayed even more. In the event of delays of more than 5 hours the passenger is entitled to a refund for the ticket relating to those sections of the journey (legs) that have not been completed, and for sections of the journey that have already been completed only to the extent that the flight, in view of the passenger's original travel plans, has become pointless, if appropriate in conjunction with a return flight to the first departure airport at the earliest possible opportunity. In the case of cancellation of package tours the provisions of the package tours directive (90/314/EEC) shall apply, so that in the case of a cancellation very high cancellation costs may possibly be incurred. With a voluntary or compulsory exclusion from the booked flight in the event of an overbooking, the passenger is entitled vis-à-vis the Airline to care and support services and refunding to the extent already described. In addition, the passenger is offered alternative carriage to the final destination of the booked plane trip. This replacement carriage is carried out at the earliest possible time and subject to comparable terms. Subject to the availability of seats, the passenger can instead also travel to his/her final destination at a later time or a time requested by him/her, whereby the costs for refreshments, hotel and transfer are then to borne by the passenger. In addition, the passenger is entitled to a compensation payment if he/she was compulsorily excluded from the carriage. Passengers excluded from the flight against their will are, in addition, entitled to compensation (in cash, by cheque or bank transfer or, subject to their agreement, in the form of a voucher). The value of this payment is dependent upon the distance of the planned journey and the carriage offered alternatively. With flying distances of up to 1,500 km the compensation payment amounts to 250 EUR, between 1,500 and 3,500 km and flights within the EC above 1,500 km 400 EUR and for all other flights 600 EUR. If the passenger is offered an alternative flight, the arrival time of which for flights of up to 1,500 km is no later than 2 hours, for flights between 1,500 and 3,500 km no later than 3 hours and for all flights above 3,500 km no later than 4 hours after the scheduled arrival time of the originally booked flight, the compensation payment only amounts to 50% of the above-mentioned payment values, i.e. in other words 125 EUR, 200 EUR and 300 EUR. The passenger also has the same rights to alternative carriage, care and support service, refunding and compensation payment as listed above, should the flight for which the passenger has a confirmed booking have been cancelled. The passenger is not entitled to compensation payments, if the cancellation of the flight was carried out due to exceptional circumstances. Likewise, there is no right to compensation payment in the event of information about the cancellation at least 14 days before the booked departure, information about the cancellation between 14 days and 7 days before the booked departure and departure of the flight offered alternatively no more than 2 hours before the original time of departure or arrival no more than 4 hours after the planned arrival time. Information about the cancellation less than 7 days before the departure and departure no more than 1 hour before the original time of departure or arrival no more than 2 hours after the planned arrival time. The appropriate ombudsman for the purposes of the directive for the United Kingdom is the Air Transport Users Council, Room K705 – CAA House, 45–59 Kingsway, London, WC2B 6TE.

Important – please note: This information is required in accordance with regulation (EC) 889/2002 and in accordance with regulation (EC) 261/2004. However, this information does not constitute the basis of a claim for damages, nor can it be used to interpret the provisions of the Montreal Convention.

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