

GENERAL CONDITIONS OF CARRIAGE (PASSENGERS AND BAGGAGE)

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ARTICLE 1: DEFINITIONS

"We", "our", "ourselves" and "us" means EGYPTAIR

"You, "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket.

" **AGREED STOPPING PLACES** " means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

" **AIRLINE DESIGNATOR CODE** " means the two - characters or three letters which identify particular air carriers.

" **AUTHORISED AGENT** " means a passenger sales agent who has been appointed by us to represent EGYPTAIR in the sale of air transportation on our services

" **BAGGAGE** " means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

" **BAGGAGE CHECK** " means those portions of the Ticket which relate to the carriage of your Checked Baggage.

" **BAGGAGE IDENTIFICATION TAG** " means a document issued solely for identification of Checked Baggage.

"**CARRIER**" means any air carrier other than EgyptAir, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

"**CHECKED BAGGAGE**" means Baggage of which we take custody and for which we have issued a Baggage Check.

"**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.

"**CODE SHARE**" means carriage by air which will be operated by another carrier as indicated in the ticket.

"**CONDITIONS OF CONTRACT** " means those statements contained in or delivered with your Ticket or Itinerary/Receipt, which include a reference to notices and these general conditions of carriage.

"**CONJUNCTION TICKET**" means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

"**CONVENTION**" means whichever of the following instruments are applicable:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention) The Warsaw Convention as amended at The Hague on 28 September 1955;
- The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975);
- The Warsaw Convention as amended at the Hague and by Additional Protocol No.2 of Montreal (1975);

- The Warsaw Convention as amended at the Hague and by Additional Protocol No.4 of Montreal (1975);
- The Convention supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air performed by a Person other than the Contracting Carrier, Signed in Guadalajara, on 18 September 1961 (hereinafter referred as Guadalajara Convention);
- The convention for the unification of certain rules for international carriage by Air done at Montreal on 28 May 1999 (hereinafter referred to as The Montreal Convention).

"**COUNTRY OF DEPARTURE**" means the country where the place of departure as herein defined is situated.

" **COUPON** " means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

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

" **DAYS**" mean calendar days, including all seven days of the week ; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted ; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

" **ELECTRONIC COUPON**" means an electronic flight coupon or other value document held in our database.

" **ELECTRONIC TICKET** " means the Itinerary / Receipt issued by or on behalf of us, the Electronic Coupons and, if applicable, a boarding document.

" **FLIGHT COUPON** " means that portion of the Ticket that bears the notation " good for passage ," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

" **FORCE MAJEURE** " means unusual and unforeseeable circumstances beyond the control of the Passenger and/or carrier, the consequences of which could not have been avoided even if all due care had been exercised, including but not limited to cases of political instability (wars, riots, airport closure, embargoes , seizure , hostilities , unsettled international conditions , government regulations), meteorological conditions incompatible with the operation of the flight concerned (floods, earthquakes, hurricanes, thick fog, severe storms, snow/runway iced cover), security risks (terrorist attacks, bomb alert, hijacking, requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage), unexpected flight safety shortcomings (e.g. mechanical failure, defective or non functioning airport facilities such as defective navigation systems ,de-icing station , congested x-ray screening checkpoints, breakdown in airport information systems), unexpected diversions as a consequence of illness/childbirth on board and/or unruly passenger(s), epidemics, strikes that affect the operation of carrier, air traffic management decision in relation to a particular aircraft on a particular day that give rise to a long delay or the cancellation of one or more flights by that aircraft.

" **INCAPACITATED PERSON** " means a passenger whose physical, medical or mental condition requires individual attention (on emplaning and deplaning; during flight; in an emergency evacuation; during ground handling) which is normally not extended to other passengers.

" **ITINERARY/RECEIPT** " means a document or documents we issue to Passengers traveling on Electronic Tickets that contains the Passenger's name, flight information and notices.

" **NORMAL FARE** " means the highest fare fixed for carriage in a given class of carriage, and any other fare denominated and published as a normal fare.

"**PASSENGER**" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

"**PASSENGER COUPON**" or "**PASSENGER RECEIPT**" means that portion of the Ticket issued by or on behalf of us, which is so marked and which ultimately is to be retained by you

" **PLACE OF DEPARTURE** " means the airport from which travel initially commences as shown on the Ticket.

" **PLACE OF DESTINATION** " means the airport where the Passenger reaches his ultimate stopping place as shown on the Ticket.

" **RESERVATION** " which is equivalent to the term "booking" means the allotment in advance of seating or sleeping accommodation for a Passenger or of space or weight capacity for baggage.

" **SDR** " means a Special Drawing Right as defined by the International Monetary Fund.

" **SPECIAL FARE** " means any fare which is not a normal fare.

" **STOPOVER** " means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"**TARIFF REGULATIONS** " means the published fares, charges and/or related Conditions of Carriage of an airline as filed, where required with the appropriate authorities.

" **TICKET**" means either the document entitled "Passenger Ticket and Baggage Check" or The Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons or Passenger receipt contained therein.

" **UNCHECKED BAGGAGE** " means any of your Baggage other than Checked Baggage.

ARTICLE 2: APPLICABILITY

2.1 GENERAL

Except as provided in Articles 2.2, 2.4 and 2.5 EGYPTAIR Conditions of Carriage apply only on those flights, or flight segments, where our name or EGYPTAIR Designator Code (MS) 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 CODE SHARES

On some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code (MS) is indicated as the carrier, another carrier may operate the aircraft. In the event of a Code Share, EGYPTAIR will advise you of the Carrier operating the aircraft at the time you make your reservation.

For Code Share services on flights operated by another Carrier, in such event the operating Carrier conditions of carriage shall apply to such transportation. Those rules are incorporated herein by reference and form a part of these Conditions of Carriage. For the conditions of carriage of MS Code Share partners we refer you to their websites or your travel agency . Information about EGYPTAIR 's Code Share Partners is available on EGYPTAIR.com. You should review the rules for flights operated by another carrier under a Code Share agreement and familiarize yourself with such things as flight check-in time limits, requirements and policies regarding unaccompanied minors, carriage of animals, refusal to transport, oxygen services, irregular operations, denied boarding compensation and baggage allowance/ acceptance among others.

2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

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

2.5 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 EGYPTAIR may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

ARTICLE 3: TICKETS

3.1 GENERAL PROVISIONS:

- 3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.
- 3.1.2 A Ticket is not transferable:
- 3.1.2 (a) If a ticket is presented by someone other than the person entitled to be carried there under or to a refund in connection therewith, carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.
- 3.1.2 (b) Carrier reserves the right to request a Passenger to identify himself.
- 3.1.3 Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- 3.1.4 If you have a Ticket, as described in 3.1.3 above, which is completely unused, and you are prevented from traveling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel onus, subject to deduction of a reasonable administration fee.
- 3.1.5 The Ticket is and remains at all times the property of the issuing carrier. The ticket constitutes prima evidence of the contract of carriage between EGYPTAIR and the passenger. The Conditions of Contract contained in the ticket are a summary of the provisions of these Conditions of Carriage.
- 3.1.6 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorized Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name..
- 3.1.7 (a) In case of loss or mutilation of a Ticket (or part of it) by you or non presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result

from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

3.1.7 (b) Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

3.1.8 A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket in which case the limitation will be shown on the Ticket) a Ticket is valid for:

3.2.1 (a) One year from the date of issue; or

3.2.1 (b) Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket .

3.2.2 When you are prevented from traveling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from traveling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel as attested to by a medical certificate, or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid.

When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4 In the event of death of a Passenger en route, the Tickets of person accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

3.3 COUPON SEQUENCE AND USE

- 3.3.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.
- 3.3.2 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, You must contact us as soon as practicable and we will use reasonable efforts to transport you to your next stopover or final destination, without recalculation of the fare.
- 3.3.3 Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.
- 3.3.4 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- 3.3.4.1 In the event that you do not use the return trip shown on the Ticket, and Article 3.2.3. notwithstanding, We shall recalculate and demand the price in accordance with the one way fare for the leg actually flown valid at the time of first issuance of the ticket.
- 3.3.5 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.
- 3.3.6 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

3.4 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to EGYPTAIR Designator Code (MS), or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite to the first abbreviation of our name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary Receipt.

ARTICLE 4: FARES, TAXES, FEES AND CHARGES

4.1 GENERAL

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals.

4.2 APPLICABLE FARES

Subject to Article 4.3, applicable fares are those in effect on the date of payment in full of the Ticket. Should you change your itinerary or dates of travel, this may impact the fare to be paid. We may increase the fare after you have made payment in full, in order to take account of increase in costs, provided that in such a case, you may cancel the Ticket and obtain, at your option, a full refund of the sums paid.

4.3 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, and most of these will normally be shown separately on the Ticket. Whenever the taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance, you may be obliged to pay additional taxes even after the Ticket has been issued. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.4 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorized Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.

ARTICLE 5: RESERVATIONS

5.1 RESERVATIONS REQUIREMENTS

5.1.1 We or our Authorized Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation (s).

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2 TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorized Agent, we may cancel your reservation.

5.3 PERSONAL DATA

You recognize that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, Authorized Agents, government agencies, other Carriers or the providers of the above-mentioned services.

5.4 SEATING

We will endeavor to honor advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5 RECONFIRMATION OF RESERVATIONS

5.5.1 We do not require reconfirmation for our flights. However, other Carriers may require passenger to reconfirm onward or return reservations. Failure to comply with any such requirement may result in cancellation of any onward or return reservation.

5.5.2 You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question in the Ticket.

5.6 CANCELLATION OF ONWARD RESERVATIONS

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

ARTICLE 6: CHECK-IN AND BOARDING

- 6.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservations if you do not comply with at the Check-in Deadlines indicated. We or our Authorized Agents will advise you of the Check-in Deadlines for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorized Agents.
- 6.2 You must be present at the boarding gate not later than the time specified by us when you check-in.
- 6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.
- 6.4 We 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 OF CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

- 7.1.1 Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- 7.1.2 The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- 7.1.3 Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- 7.1.4 You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated ;
- 7.1.5 You have refused to submit to a security check ;
- 7.1.6 You have not paid the applicable fare, taxes, fees or charges;
- 7.1.7 You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or 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 ;
- 7.1.8 You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorized Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket ;
- 7.1.9 You have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorized Agent, or the Ticket is mutilated;
- 7.1.10 You fail to observe our instructions with respect to safety or security.
- 7.1.11 You fail to observe the non-smoking rule on board our aircraft or use of electronic equipment on board which you are not allowed to.
- 7.1.12 You have previously committed one of the acts or omissions referred to above.

7.2 SPECIAL ASSISTANCE

Acceptance for carriage of unaccompanied children, Incapacitated Persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

7.3 CARRIAGE OF CHILDREN

We will accept children between 2 and 11 years of age for unaccompanied transportation only on its services provided certain requirements are fulfilled. Carriage of unaccompanied minors requires prior arrangement with us depending upon the age of the child. Minors under 2 years will not be accepted for carriage as unaccompanied minors on our flights. Regulations governing the carriage of unaccompanied minors can be obtained from our sales offices.

ARTICLE 8: BAGGAGE

8.1 FREE BAGGAGE ALLOWANCE

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorized Agents and are available at our web site: www.egyptair.com, sales offices and check-in counters.

8.2 EXCESS BAGGAGE

You will 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 are available at our sales offices and check-in counters.

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, and in our regulations (further information is available from us on request). Especially the following items are unacceptable as baggage: explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials, materials that are easily ignited, poisonous, offensive or irritating substances, and liquids of any kind (other than liquids in passenger's unchecked baggage for his use in the course of the journey).

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 regarded to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 If you are in possession of, or your baggage includes (a) weapons of any kind, in particular side arms and sprays used for offensive or defensive purposes, (b) munitions and explosives, (c) articles which, judging by their outward appearance or markings, appear to be weapons, munitions or explosives, you have to present them to us for inspection, prior to commencement of carriage. We accept such articles for carriage only if they are carried as cargo or checked baggage in accordance with the regulations governing carriage of dangerous goods.

8.3.3 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with

the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.1.

- 8.3.4 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
- 8.3.5 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.4 RIGHT TO REFUSE CARRIAGE

- 8.4.1 Subject to paragraph 8.3.2, 8.3.3 and 8.3.4, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.
- 8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content or character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.
- 8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.5 RIGHT OF SEARCH

For reasons of safety and security we 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 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2, 8.3.3 or 8.3.4. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes damage to you, or an x-ray or scan causes Damage to your Baggage, we shall not be liable for such damage unless due to our fault or negligence.

8.6 CHECKED BAGGAGE

- 8.6.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, 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 we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry on to the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2 Objects not suitable for carriage in the cargo compartment (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. You may have to pay a separate charge for this service.

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 or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

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

8.9 ANIMALS

If we agree to carry your animals they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. We reserves the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

8.9.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

8.9.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance. As evidence that the animal is a guide dog, we will accept identification cards or other written documentation, the presence of harnesses or tags, or the credible verbal assurances of the Passenger.

8.9.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry unless we have been negligent.

8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or

passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

ARTICLE 9: SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS,

9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the schedule flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavor to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to refund in accordance with article 10.2.

9.2 CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1 We will take all necessary measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

9.2.2 Except as otherwise provided by the convention, if we cancel a flight, fail to operate a flight reasonable according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1 Carry you at the earlier opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2 Within a reasonable period of time re-route you to the destination shown on your Ticket by us own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charges. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.2.3 Make a refund in accordance with the provisions of Article 10.2.

9.2.3 upon the occurrence of any of the events set out in article 9.2.2, except as otherwise provided by the convention, the options outlined in article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4 If we are unable to provide previously confirmed space, we shall provide compensation to those passengers, in accordance with applicable law and EGYPTAIR policy.

9.2.5 In case of a flight cancellation, EGYPTAIR will offer to the concerned passenger assistance and/or compensation as applicable according to its compensation policy, except for the following cases where passengers shall not be entitled for compensation

- 9.2.5.1 The passenger is informed of the cancellation at least two weeks (fourteen days) before the scheduled time of departure; or
- 9.2.5.2 The passenger is informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing the passenger to depart on his original departure time or no more than two hours before the scheduled time of departure and to reach his final destination not more than four hours after the scheduled time of arrival; or
- 9.2.5.3 The passenger is informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing the passenger to depart no more than one hour before the scheduled time of departure and to reach his final destination not more than two hours after the scheduled time of arrival.
- 9.2.5.4 Passengers will be informed of cancellations via the contact details given to the operating carrier by the passenger, the purchaser of the ticket or the travel agent.

9.3 Non-Carriage due to Overbooking:

- 9.3.1 In case of a denied boarding we offer compensation, assistance and ticket refund within the scope of EGYPTAIR policy and any other applicable regulations concerning this issue.
- 9.3.2 We will give priority to unaccompanied minor, ill and handicapped people. In all other cases, passengers will be allocated a seat on the aircraft in the order in which they check in, also taking into account any specific interests.
- 9.3.3 When we reasonably expect to deny boarding on a flight, we first call for volunteers to surrender their reservation in exchange for benefits.
- 9.3.4 Any denied passenger is entitled to compensation. This is calculated according to the EGYPTAIR policy and any applicable regulation for this issue.
- 9.3.5 The financial compensation will be taken into account when deciding about further claim for damage.

9.4 SUBSTITUTION OF CARRIER/AIRCRAFT

We reserve the right to substitute an alternative carrier and/or aircraft.

In the event of substituted Carrier, we will inform the Passenger on a reasonable manner and according to our capabilities.

ARTICLE 10: REFUNDS

10.1 We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

10.2 INVOLUNTARY REFUNDS

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, 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;

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.

10.3 VOLUNTARY REFUNDS

10.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in 10.2, the amount of the refund shall be:

10.3.1.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

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

10.4 REFUNDS ON LOST TICKET

10.4.1 If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1 That the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence);

10.4.1.2 That the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence). In this case a reasonable service charge will be debited to you.

10.4.2. If we or our Authorized Agent lose the Ticket or a portion of it, the loss shall be our responsibility.

10.5 RIGHT TO REFUSE REFUND

10.5.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.5.2 We may refuse a refund on a Ticket which has been presented to us or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.6 CURRENCY

All refunds will be subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and to the country in which the refund is being made. We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

10.7 BY WHO TICKET REFUNDABLE

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

10.8 Refunds to Credit Cards Accounts

Refund due to tickets paid for with credit cards can only be credited to credit card accounts originally used for the ticket purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in conversion. Such variances do not entitle the recipient of the refund to a claim against us.

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, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we 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

11.2 ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, 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.

11.3 NON SMOKING FLIGHTS

All EGYPTAIR flights are non-smoking Flights. Smoking is prohibited in all areas of the aircraft.

11.4. SEAT BELTS COMPULSORY

While being on your seat on board the aircraft, you have to fasten your seat belt during the entire flight.

ARTICLE 12: ARRANGEMENTS FOR ADDITIONAL SERVICES

- 12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.
- 12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

ARTICLE 13: ADMINISTRATIVE FORMALITIES

13.1 GENERAL

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.2 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. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us 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.

13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are 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. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession. The value of fine or penalty can vary from country to country and may be of a higher value as the fare paid for your ticket. For your own interest, be aware to observe the admission regulations of each country you intend to travel to.

13.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are 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.

13.6 SECURITY INSPECTION

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

13.7 Transmission of Passenger Data

We are entitled to transmit your personal data and all personal reservation data in connection with your flight to domestic and foreign authorities (for example USA and Canada, etc) if these authorities request us to do so due to compelling legal rules and regulations in order to fulfill the contract of carriage.

ARTICLE 14: SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.2(b)

ARTICLE 15: LIABILITY FOR DAMAGE

15.1 The liability of (EGYPTAIR) and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention. For domestic flights where point of departure and arrival lies within the territory of Egypt, our liability shall be subject to Egyptian Laws specially the rules of limited liability of Egyptian law of Commerce no.17 for the year 1999

15.1.2 Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply:

15.1.2(a) Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

15.1.2(b) We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

15.1.2(c) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

15.1.2(d) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

15.1.2(e) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage shall be as follows:

Where the Montreal Convention applies, our limits of liability are as follows:

In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights (approximately EUR 1,200; US \$1,800) per passenger in most cases.

For damage occasioned by delay to your journey, 4,694 Special Drawing Rights (approximately EUR 5,000; US \$7,500) per passenger in most cases

Where the Warsaw Convention applies, our limits of liability shall be as per the limits mentioned in the said convention.

15.1.2(f) Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

15.1.2(g) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

15.1.2(h) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.1.2(i) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.1.2(j) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.1.2(k) 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.

15.1.2(L) 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 113 100 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.

15.1.2(M) 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).

ARTICLE 16: TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 NOTICE OF CLAIMS

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

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

16.2 LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if a legal action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 17 – MODIFICATION AND WAIVER

No agent, employee or representative of EGYPTAIR has authority to alter, modify or waive any provision of these conditions of carriage.

ARTICLE 18 – OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices, regulations and conditions concerning these matters are available from us upon request.