

# **BH AIR**

## **GENERAL CONDITIONS OF CARRIAGE**

### **ARTICLE 1 – DEFINITIONS**

**AIRLINE DESIGNATOR CODE:** two or three letters or characters identifying an airline. The codes for BH Air are 8H and BGH.

**AGREED STOPPING PLACE:** a landing place indicated as such on the Itinerary or the Ticket, as the case maybe, and in our database, which is not considered a Place of Departure or Place of Destination.

**BAGGAGE:** means your property not excluded from carriage accompanying you on your trip as Checked, Unchecked Baggage or Personal Property.

**BAGGAGE IDENTIFICATION TAG:** a document issued solely for identification of your Checked Baggage and which is placed on your Checked Baggage.

**BAGGAGE CLAIM TAG:** a document issued solely for identification of your Checked Baggage, affixed to your Boarding Pass.

**BOARDING PASS:** a document (i) issued at the check-in counter against your reservation code or your Itinerary and valid Travel Documents; or (ii) printed by you after completing the online check-in procedure, permitting you to board the aircraft.

**CANCELLATION FEE:** the amount payable if the Passenger cancels the reservation as set out on the Website.

**CHARTER AGREEMENT:** the contract for charter carriage concluded by us in accordance with these General Conditions of Carriage.

**CHECKED BAGGAGE:** your Baggage we take custody of, and for which we have issued a Baggage Identification Tag and a Baggage Claim Tag.

**CHECK-IN DEADLINE:** the time limit specified by us in the present General Conditions of Carriage by which you must have completed check-in formalities and received your Boarding Pass.

**CONDITIONS OF CONTRACT:** statements and notices contained in your Itinerary or your Ticket, these

General Conditions of Carriage, the Data Protection Policy and the relevant provisions of the Governing Law.

**CONNECTING FLIGHTS:** two or more flight segments per direction booked in the same reservation.

**CONTRACT (FOR CARRIAGE):** the contract for carriage by air of Passengers and Baggage concluded between you and us in accordance with the Conditions of Contract, based on which we carry you and your Baggage from the Place of Departure to the Place of Destination. The Contract is represented by the Itinerary and the Baggage Identification Tag or by the Ticket and the Baggage Identification Tag, as the case maybe.

**CONVENTION:** The Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Montreal on 5 May 1999 as amended and supplemented from time to time.

**CREW:** authorized personnel performing duties on board of the aircraft listed on the flight order such as pilots, flight attendants, technical and security staff acting within the scope of their employment.

**DATA PROTECTION POLICY:** policy on our Website regulating the processing of personal data provided by the Passengers or Persons Paying for the Carriage to BH Air.

**DAY(S):** calendar days, including all seven days of the week, provided that, for the purpose of notification, the day on which notice is dispatched shall not be counted.

**EEA:** European Economic Area, including its member states.

**EU:** European Union, including its Member States.

**EXTRAORDINARY CIRCUMSTANCES:** events or circumstances, which could not have been avoided even if all reasonable measures have been taken, such as but not limited to cases of acts of God; political instability; meteorological conditions incompatible with the operation of the flight concerned; security risks, strikes; unexpected flight safety shortcomings air traffic management decisions and/or other events defined as “extraordinary circumstances” under the Governing Law, which, in relation to a particular aircraft on a particular day give rise to a long delay or the cancellation of one or more flights by that aircraft or cause delay of connecting flight/s.

**FARE:** price of the carriage by air from the Place of Departure to the Place of Destination. The Fare includes taxes and charges and the available lowest amount of unavoidable Fees for Other Services.

**FEES FOR OTHER SERVICES/SERVICE FEES:** the amounts payable for various services in connection with the carriage by air, as set out on the Website (or otherwise notified to you by us or your travel agent) except the Seat Protection Fee and the Cancellation Fee.

**GENERAL CONDITIONS OF CARRIAGE:** the provisions applicable to the carriage by air of Passengers and Baggage performed by BH Air as set out in this document.

**GOVERNING LAW:** the laws of Bulgaria applicable with respect to the relationship arising from the Contract and its terms, and any non-contractual obligations arising out of or in connection with the Contract as well as the international treaties and EU regulations, which form part of the Bulgarian legal system (including but not limited to the Regulations and the Convention), each as in force from time to time.

**IATA:** International Air Transport Association.

**INBOUND FLIGHT/INBOUND JOURNEY:** the last segment of a return journey or the flight itself in case of one-way journeys.

**INFANT:** a child whose age is under two on the date of travel.

**ITINERARY:** the document issued to Passengers (upon traveling with electronic ticket kept in our database) following full payment of the Total Fare to BH Air, that contains the Passenger's name and the flight

details such as the Place of Departure, the Place of Destination and the Agreed Stopping Place if any, departure and arrival times; and sets out references to the General Conditions of Carriage and other important notices. The Itinerary shall be printed by you in case of reservation made via the internet or will be provided to you by the travel agency that made the reservation for you.

**LIMITED RELEASE TAG:** the document declaring our limited liability for Checked Baggage that is in any way damaged or not of appropriate size or condition, or contains fragile items accepted by us for carriage. The tag records the above mentioned deficiencies and characteristics.

**OUTBOUND FLIGHT/OUTBOUND JOURNEY:** the first segment of a return journey or the flight itself in case of one-way journeys.

**PASSENGER:** the person named as such in the Itinerary or the Ticket, as the case maybe, issued by us or on our behalf, and held as such in our database.

**PASSENGER WITH REDUCED MOBILITY OR REQUIRING SPECIAL ASSISTANCE:** means any person whose mobility is reduced due to physical incapacity, intellectual impairment, age, illness, or any other cause of disability when using transport and whose situation needs special attention and the adaptation to a person's needs of the service made available to all Passengers.

**PERSONAL PROPERTY(IES):** means properties defined in paragraph 14.1.4 you may take on board besides the Hand Baggage without paying handling fee.

**PERSON PAYING FOR THE CARRIAGE:** a natural person or legal entity paying the Total Fare for the carriage by air by us of a Passenger as stated in the Itinerary or the Ticket.

**PLACE OF DEPARTURE:** the place indicated on the Itinerary or the Ticket, as the case maybe, and in our database as the starting point of the carriage by air.

**PLACE OF DESTINATION:** the destination airport of the carriage by air indicated as such on the Itinerary or the Ticket, as the case maybe, and in our database.

**REGULATIONS:** Regulation (EC) No. 261/2004 of the European Parliament and Council, Regulation No. 1107/2006/EC of the European Parliament and Council and Regulation No. 2027/97/EC of the European Council as amended or supplemented from time to time.

**RELEVANT COUNTRIES:** those countries in which the Place of Departure, the Place of Destination and the Agreed Stopping Place is located.

**SCHEDULE:** the arrival and departure times of individual flights as determined by BH Air and published on the Website.

**SDR:** Special Drawing Right as defined by the International Monetary Fund. (The current value of this currency unit can be found on the IMF Website - [www.imf.org](http://www.imf.org) - and in the financial pages of major newspapers.)

**SEAT PROTECTION FEE:** the amount payable as set out on the Website or otherwise notified to you by us or your travel agent upon your request, if BH Air exercises its rescission rights and cancels the reservation due to reasons attributable to the Passenger in accordance with these General Conditions of Carriage.

**TARIFFS:** rules and conditions available on the Website regarding the Total Fare and the fees and charges for various services provided by us; and other regulations of BH Air. Further information about our Tariffs can be found on our Website.

**TOTAL FARE:** the price payable for all services provided to you by BH Air, which includes the Fare for the carriage by air and the Fees for Other Services.

**TRAVEL DOCUMENTS:** documents required by laws and regulations of the Relevant Countries for crossing the border, transiting and/or staying in the given state.

**UNCHECKED BAGGAGE /HAND BAGGAGE:** your Baggage other than Checked Baggage that remains in your custody for the whole duration of the journey.

**WE, OUR, OURSELVES, US, BH Air:** refers to BH Air Ltd. and its employees, servants and agents.

**WEBSITE:** [www.bhairlines.com](http://www.bhairlines.com)

**YOU, YOUR(S), YOURSELF:** refers to the person named in the Itinerary or the Ticket issued by us or on our behalf upon payment of the Total Fare.

## **ARTICLE 2 – APPLICABILITY**

### **2.1. GENERAL PROVISIONS**

The provisions of these General Conditions of Carriage for Passengers and Baggage - within the scope as defined in paragraph 2.2 - form part of the Contract concluded between you and us.

### **2.2. APPLICABILITY**

Carriage of Passengers and Baggage falls under the provisions of these General Conditions of Carriage as effective on the date of issue of the Itinerary or the Ticket, as the case may be, if BH Air is indicated in your Itinerary or Ticket as the carrier.

### **2.3. CHARTER OPERATIONS**

**2.3.1.** If carriage is performed pursuant to a Charter Agreement, these General Conditions of Carriage apply only to the extent or with the amendments as set out in the Charter Agreement, the charter regulation in Article 19 or in the charter ticket.

### **2.4. OVERRIDING LAW**

Any provision of these General Conditions of Carriage that is inconsistent with the mandatory provisions of the Governing Law shall be null and void or may be invalidated. The other provisions shall nevertheless remain valid and enforceable. Instead of the void or invalidated provisions the Governing Law shall apply.

### **2.5. CONDITIONS PREVAIL OVER POLICIES**

Except as otherwise provided in these General Conditions of Carriage, in the event of inconsistency between the General Conditions of Carriage and other policies we may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

## **ARTICLE 3 – TARIFFS**

**3.1.** We reserve the right to amend our Tariffs. You can find information about the Tariffs on our Website

## **ARTICLE 4 – TIMETABLE**

The times of departure and arrival shown in our Schedule, timetables and elsewhere are not guaranteed and we reserve the right to change them.

## **ARTICLE 5 - CONTRACT FOR CARRIAGE BY AIR**

### **5.1. ENTRY INTO THE CONTRACT AND ITS TERMS**

The Contract for Carriage is concluded upon payment of the Total Fare and issue of the Itinerary, respectively the Ticket. The Conditions of Contract apply to the Contract for Carriage concluded between you and us and including as follows:

- (a) the terms and notices set out in your Itinerary or alternatively your Ticket;
- (b) these General Conditions of Carriage (incorporated in your Itinerary or in your Ticket by reference);
- (c) the Data Protection Policy;
- (d) Governing Law.

### **5.2. ITINERARY and TICKET**

**5.2.1.** The Itinerary and the ticket (in the case of carriage of Baggage, the Baggage Identification Tag) certifies the conclusion of the Contract between you and us, no other document will be issued.

**5.2.2.** We will carry only the Passenger(s) named in the Itinerary or respectively the Ticket. You will be required to show valid Travel Document(s) upon checking in.

**5.2.3.** If you do not hold a printed Itinerary when you are checking in, you have to provide your reservation code to our check-in agent. You will be required to show valid Travel Document(s) upon checking in.

**5.2.4.** You may request the re-sending (substitution) of your Itinerary or your reservation code by calling or sending e-mail. BH Air may charge you a fee for this service.

### **5.3. REFUSAL OF SALE**

**5.3.1.** Separately, and in addition to our right to refuse to carry you under any of the provisions of 7a), we will be entitled to refuse to carry you or your baggage if we have given you a banning notice.

**5.3.2.** By a banning notice we mean a written notice we have given to you informing you that you are banned from being carried on our route network. (This means you are banned from travelling on all flights we operate.) This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask you not to buy a ticket or ask or allow anyone to do so for you.

**5.3.3.** If you try to travel while a banning notice is in force, we will refuse to carry you and your only recourse will be receipt of an involuntary fare refund. You will not be entitled to any compensatory or other damages.

## **ARTICLE 6 – RESERVATION AND SEATING**

### **6.1. RESERVATION**

**6.1.1.** You can make a reservation through the Website or through travel agents.

**6.1.2.** Reservation will not be accepted without payment of the Total Fare.

**6.1.3.** You are required to provide us with appropriate contact information at which you are contactable at any time (telephone number/mobile telephone number and email address). It is your responsibility to ensure that the email address provided is accurate and you have access to and regularly check the email address provided. It is your responsibility to ensure that the telephone numbers provided are accurate, together with the country and area code (even if reservation is made for you by someone else) and that you are reachable on at least one of the telephone numbers provided in your reservation at all times. BH Air shall not be liable for any damages arising from your failure to comply with the above requirements. If your reservation was made by a travel agent and you do not possess an email address, the travel agent shall provide its own email address for the reservation, and the travel agent will inform you of any notifications sent by BH Air to the travel agent that affect your reservation.

**6.1.4.** You are required to provide us with the full name of the Passenger as it is included in the Travel Document of the Passenger to be used at the travelling. If you fail to do so when booking a name change fee shall be paid for the correction of the name of the Passenger, the amount of which is available on the Website and/or will be notified to you by us or your travel agent upon your request.

## **6.2. RESERVATION REQUIREMENTS**

**6.2.1.** If you require special assistance, you or the Person Paying for your Carriage is required to inform us about your physical disability or reduced mobility, upon making the reservation by sending e-mail to [ticketing@bhairlines.com](mailto:ticketing@bhairlines.com).

**6.2.2.** As we are unable to verify your state of health, if you have any serious or contagious disease, or any other condition requiring medical care it is your responsibility to obtain medical advice on whether you are fit to travel by air. In accordance with the provisions of these General Conditions of Carriage, BH Air will not be liable for any injuries, deterioration of health conditions suffered by you or for your death during travel by air which are due to such condition.

**6.2.3.** We reserve the right to require a complete medical certificate concerning your condition and fitness to travel by air, containing explicit medical approval for your carriage by air, in any of the cases mentioned in paragraph 6.2.1. We may require qualified medical or nursing escort if necessary.

**6.2.4.** Should you fail to meet the requirements set out in paragraphs 6.2.1 and 6.2.2 or in case we are unable to provide the conditions set out in your medical certificate on the aircraft we operate according to the Schedule, we will refuse your reservation and carriage and refund the Fare after deduction of the Fee for Other Services and the Seat Protection Fee.

**6.2.5.** Should you wish to carry special Baggage or items of conditional carriage, you or the person making your reservation shall inform BH Air accordingly (see paragraph 14.4).

## **6.3. SEATING**

We do not provide seat assignment on any of our flights (accordingly, no seat assignment is indicated in the Itinerary or the Ticket). However, you may purchase priority boarding, extra legroom seats or reserved seats for payment of a fee, the amount of which you can find on the Website or by contacting us or your travel agent.

#### **6.4. CHANGES BY THE PASSENGER**

**6.4.1.** The reservation as in the Itinerary may not be transferred or modified other than as set out below.

**6.4.2.** Should you wish to change the flight times or routing set out in your Itinerary, you may make the changes through the Website up to 24 hours before the scheduled time of departure and before you check-in. You will be required to pay a flight change fee and the difference between the original and the new Fare (including any changes in taxes, charges and Fees for Other Services). Should the new Total Fare be lower than the original, you will not be entitled to a refund, except for the amount of the lower taxes and charges.

**6.4.3.** Should you wish to change the name of a Passenger, you shall call BH Air not later than 24 hours before the scheduled time of departure of your Outbound Flight. You will be required to pay a name change fee, the amount of which is available on the Website and/or will be notified to you by us or your travel agent upon your request. Name change is only allowed for all sectors booked in the same reservation evidenced by the Itinerary.

#### **6.5. CANCELLATION OF RESERVATION BY PASSENGER**

**6.5.1.** You may cancel your reservation up to the fourteenth (14th) day prior to the scheduled time of departure of your Flight. You will be entitled to a refund of the Total Fare after deduction of the Cancellation Fee. If you cancel your reservation within fourteen (14) days prior to the scheduled time of departure of your Flight or fail to promptly show up for your Flight, you will be refunded only the taxes.

**6.5.2.** In case of death of an immediate family member (mother, father, sister, brother, grandparent, child, grandchild, wife, husband, common law partner) occurred within a month before the scheduled time of departure of the flight in your Itinerary or Ticket, upon request presented within 1 month of such death, we will pay you a refund of the Total Fare for that part of the carriage that was not used provided that you present a copy of the death certificate within 7 days after your request.

**6.5.3.** In case BH Air changes the route or scheduled flight times included in your Itinerary or Ticket in accordance with paragraph 15.1, omits the Agreed Stopping Place or adds a new stopping place, you may cancel the Contract and you are entitled to a refund of the Total Fare.

### **ARTICLE 7 – TOTAL FARE, FARE, TAXES, CHARGES AND FEES FOR OTHER SERVICES**

#### **7.1. TOTAL FARE, FARE**

**7.1.1.** Unless expressly stated otherwise by BH Air, the Total Fare includes the Fare, taxes and charges.

**7.1.2.** Unless otherwise expressly stated, the Fare contains only the fare of carriage from the Place of Departure to the Place of Destination and the relating taxes and charges. The Fare does not include ground transportation service between airport terminals or between airport and city terminals and Fees for Other Services requested by you.

**7.1.3.** The amount of the Fare is calculated in accordance with the amounts effective on the day of reservation with respect to the given carriage as indicated on the Website or otherwise notified to you by us or your travel agent. The Fare shall not be influenced by the change of these amounts between the date of reservation and the date of commencement of travel (except as set out in paragraphs 6.4. and 7.2.2).

**7.1.4.** Generally the earlier you book, the lower fare you will get; however we reserve the right to introduce promotional prices between the date of your reservation and that of your travel (such promotion may affect the route for which you have a reservation made prior to the start date of such promotion). The introduction of promotional prices will not entitle you to claim the difference between the Total Fare paid by you for your reservation and the promotional Total Fare.

## **7.2. TAXES, FEES AND CHARGES FOR OTHER SERVICES**

**7.2.1.** The Fare generally includes taxes, fees and charges imposed by governments, other authorities or by airport operators or BH Air and the lowest amount of unavoidable Fees for Other Services that are necessary for making the reservation at the levels effective at the time of reservation (purchase). These costs will normally be shown separately on your Itinerary or your Ticket within the Fare. You will also receive information about these amounts during the reservation process. The airport charge included in the Fare is the consideration for the services provided by the operator of the airport to you.

**7.2.2.** BH Air reserves the right, and by accepting these General Conditions of Carriage you agree that BH Air require payment from you of any new or increased amount of taxes, charges or fees (including Fees for Other Services) relevant to your travel imposed by governments, other authorities or by airport operators between the date of issue of the Itinerary or the Ticket and that of your travel, with retroactive effect, as the case may be. If you do not pay these amounts BH Air is entitled to refuse the carriage of Passengers booked in the relevant reservation in accordance with Article 12.

**7.2.3.** Some services can be purchased by the Passenger after reservation but in any case before the Flight via internet or at the airport, as the service may be. In these cases the fees of such services shall be the Fee for Other Services applicable at the date of the purchasing, which are available on our Website or otherwise notified to you by us or your travel agent upon your request.

## **7.3. CURRENCY**

The Fare, taxes, fees, charges and Fees for Other Services will be determined and shall be paid in the currencies mentioned on our web page or otherwise notified to you by us or your travel agent upon your request.

## **7.4. PAYMENT**

### **7.4.1. GENERAL**

**7.4.1.1.** Payment of the Total Fare shall be made with debit or credit card upon reservation.

**7.4.1.2.** If the taxes, charges and Fees for Other Services were charged erroneously, you or the Person Paying for the Carriage shall pay the difference or will be entitled to a refund. The refund shall be claimed by you or the Person Paying for your Carriage exclusively from the issuer of the Itinerary or the Ticket.

**7.4.1.3.** The Passenger is liable for the payment of the Total Fare even if the Total Fare was paid by a third party. The card used for payment or the payment by bank transfer and/or the reservation details may be considered by BH Air at its own discretion to indicate a high risk of fraud. In such a case we will contact you and/or the Person Paying for the Carriage through the telephone numbers provided in your reservation for verification of reservation and payment details. If we are unable to make contact through those numbers, or you cannot verify the

payment or reservation data, we reserve the right to cancel your reservation and refund the Total Fare.

**7.4.1.4.** You agree that BH Air will provide you with an invoice relating to the Total Fare if you expressly consent to the provision of such an electronic invoice. Electronic invoices will be dispatched by electronic means only to the email address provided by you upon reservation.

**7.4.1.5.** Payment of the Total Fare shall be made in the currency in which the Fare has been determined, unless agreed otherwise.

## **ARTICLE 8 - DATA PROTECTION**

**8.1.** You recognize that personal data has been given to us for the purposes of: making a reservation, purchasing an Itinerary or Ticket, obtaining additional services, developing and providing services, the performance of entry formalities and making available such data to airport authorities and government agencies, in connection with your travel. For these purposes, you authorize us to retain, process and use such data and to transmit it to our own offices, authorized agents, the travel agency which issued the Itinerary or the Ticket, the relevant airport authorities, government agencies, other carriers or the providers of the above-mentioned services.

**8.2.** In connection with your personal data BH Air acts in accordance with the applicable data protection laws.

**8.3.** By accepting these General Conditions for Carriage you accept the Data Protection Policy.

## **ARTICLE 9 - CHECK IN AND BOARDING**

**9.1.** Check-in starts 2 hours and closes usually 40 minutes before departure according to the Schedule at the airport of the Place of Departure.

**9.2.** You shall prove your identity, present your reservation code and valid Travel Documents as required under Article 11. Should you fail to do so, we will refuse your carriage and refund the amount of the Total Fare after deducting the amount of the Cancellation Fee.

**9.3.** At some airports a photo may be taken at check-in of the Passenger for security reasons.

## **ARTICLE 10 - BORDER CONTROL, CUSTOMS CLEARANCE AND SECURITY CONTROL**

**10.1.** All Passengers flying on our routes shall go through immigration or other security formalities. Should you fail to comply with such requirements, we will refuse your carriage, cancel your reservation and deny your boarding and refund the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee.

**10.2.** You shall submit yourself to the security checks carried out by governmental or airport authorities of the Relevant Countries, by the operator of the airport and by the carrier.

**10.3.** If the law of the States Affected by Carriage so requires, you shall be present at the inspection of your Baggage carried out by the customs authorities or other authority officials.

**10.4.** To the extent permitted by law, we disclaim all liability for damages arising from such inspections, your refusal to submit yourself or your Baggage to such inspections, or from your failure to comply with the requirements set out in any of paragraphs 10.1, 10.2 and 10.3.

## **ARTICLE 11 - TRAVEL DOCUMENTS**

**11.1.** Prior to travel, you are required to present the necessary Travel Documents and to comply with the rules and regulations of the Relevant Countries. BH Air is not liable for the existence, propriety and validity of your Travel Documents. Should you fail to meet these requirements or should your Travel Documents be improper, we disclaim liability for any damages arising from this failure.

**11.2.** If you are required to hold a valid visa to enter the country of the transfer airport you must be holding one upon arrival. Should you fail to comply with this requirement, BH Air will not be liable for any damage resulting from such failure.

**11.3.** Should a visa be required for staying in the Place of Destination, but you are only transiting in that country and transit visa is not required you shall show evidence of your being in transit in that country. Should you fail to show evidence we will refuse your carriage, cancel your reservation and deny your boarding and refund the Total Fare after deducting the amounts of the Fee For Other Services and the Seat Protection Fee.

**11.4.** Should we be obliged to pay any fines, penalties or should any expenditure incur to us due to your failure to comply with the rules mentioned in paragraphs 11.1-11.3, you shall reimburse these costs to us upon our request. You shall also bear the costs of the transportation from the state that does not permit entry.

## **ARTICLE 12 - REFUSAL OF CARRIAGE**

**12.1.** Beyond the cases defined in other articles of these General Conditions of Carriage, we reserve the right to refuse the carriage or further carriage of you and/or your Baggage if

- a) we reasonably believe that the refusal of the carriage is necessary for security reasons (e.g. you are intoxicated);
- b) we reasonably believe that the carriage may endanger the life, health, physical integrity and comfort of you and/or of those on board;
- c) we reasonably believe that your age, mental or physical state may endanger you and/or those on board or the property thereof;
- d) you, your behaviour or clothes frighten, disgust or scandalize those on board;
- e) you violated the code of conduct on a previous flight and we reasonably believe that you will repeat this behaviour;
- f) we have previously notified you in writing that we would not at any time carry you on our flights;
- g) we could have also refused your reservation;
- h) you refused to go through immigration and/or customs formalities;
- i) you refused to submit yourself or your Baggage to a security check;
- j) you have not paid the applicable Total Fare, taxes and charges.
- k) you owe us any money in respect of a previous flight;
- l) we reasonably believe that the refusal of the carriage is necessary to comply with the rules and regulations of any of the Relevant Countries;

m) you do not hold a valid Boarding Pass or valid Travel Documents (including the destruction of such documents in the course of carriage) or cannot present the Travel Documents used at online check-in at boarding or if you are not EU/EEA citizen and used online check-in, you fail to present a Boarding Pass stamped at the check-in desk;

n) you do not meet or we reasonably believe that you do not meet the entry requirements of the country of the Agreed Stopping Place or the Place of Destination (including failure to provide information about your Travel Documents not later than 4 hours prior to the scheduled departure time through our Website when travelling to Place of Destinations where it is compulsory);

o) you attempt to enter a country through which you may only be in transit;

p) you refuse to hand over your Travel Documents to us or to the authorities - against a certificate of receipt - when demanded;

q) you cannot prove that you are the person named in the reservation; especially if the name in the reservation is not identical to the name in the Travel Document you provide at the airport.

r) you failed to inform us about your special needs or about your intention to carry a special Baggage or items of conditional carriage;

s) you need special support that we are unable to provide or would incur disproportionately high expenditure.

**12.2.** Should your behaviour constitute a misdemeanour or is likely to constitute a reasonable suspicion of crime, or you smoke on board, we shall initiate legal procedure with the proper authorities.

**12.3.** Should we, in the reasonable exercise of our discretion, refuse your carriage or remove you from the flight en route on the basis of this Article, we will refund the Total Fare after deducting the amounts of the Fee for Other Services and the Seat Protection Fee. Unless otherwise mandatorily required by any applicable law, we will not be liable for any direct or consequential loss or damage incurred or benefit omitted due to any such refusal of carriage or removal en route.

## **ARTICLE 13 – SPECIAL RULES APPLYING TO CARRIAGE BY AIR OF PASSENGERS**

### **13.1. CARRIAGE OF PASSENGERS WITH SPECIAL NEEDS**

**13.1.1.** Should you have any special needs, you must inform us in advance, upon reservation (see paragraph 6.2.).

**13.1.2.** A maximum of 28 disabled or incapacitated Passengers or Passengers with reduced mobility, including a maximum of 10 Passengers who require a wheelchair from check-in to the cabin seat, can be carried on board the same aircraft.

**13.1.3.** Pregnant women shall not travel on BH Air flights after the 36th week of pregnancy. Women who are over their 28th week of pregnancy can only travel on BH Air flights only on condition that they obtain a medical certificate approving their fitness to travel by air. BH Air will only be liable in accordance with these General Conditions of Carriage for any health problems to pregnant women and/or their unborn child that may occur during or as a result of carriage by air.

**13.1.4.** We do not accept Passengers on stretchers.

**13.1.5.** We accept for travel Passengers who would normally need of extra oxygen for medical reasons if they obtain a medical certificate confirming their fitness to travel by air without extra oxygen during the intended flight. Passengers who do not provide the required certificate at the check-in desk will not be allowed to travel. Passengers are not permitted to take their own extra oxygen on board our aircraft and BH Air does not provide oxygen on board in such cases.

### **13.2. CARRIAGE OF INFANTS AND PERSONS UNDER THE AGE OF 12**

**13.2.1.** Infants under the age of 2 can travel in their parents' lap. Only one Infant is allowed to travel with an adult. A maximum of 18 Infants can be carried on board the same aircraft. In case you reserve a return travel and the Infant becomes two years old before the date of the return travel, a separate reservation is needed for the return travel, for the child is not considered as an Infant any more.

**13.2.2.** We do not accept unaccompanied persons under the age of 12. Children under the age of 12 must be accompanied by a person at least 16 years old. If this person is not the child's parent we require a notarized authorization from a parent for checking in and picking up the child, unless we instruct you otherwise upon making the reservation. One person above the age of 16 is allowed to accompany a maximum of 10 persons under the age of 12. In some countries the regulations regarding the travel of minors may differ from the above, in which case those regulations will be applicable.

### **13.3. CONDUCT ON BOARD**

**13.3.1.** You have to comply with the instructions of the Crew at all times.

**13.3.2.** For safety reasons, we may forbid or limit operation of electronic equipment, including but not limited to, cellular phones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, radio controlled toys and walkie-talkies on board the aircraft. Operation of hearing aids and pacemakers is permitted.

**13.3.3.** For safety reasons you are only allowed to consume alcoholic beverages purchased on board.

**13.3.4.** Should you

- a) in the Crew's reasonable judgment, endanger with your behaviour security or safety of those on board and their property;
- b) abuse the Crew members verbally or physically or hinder them in carrying out their duties;
- c) fail to comply with the instructions of the Crew (including warnings on the consumption of alcohol, drugs, smoking and on the use of electronic equipment);
- d) cause discomfort or disgust, damage or injury to those on board; we have the right to enforce any measures, including coercion, that is deemed necessary to prevent or to stop such behaviour, and you shall indemnify us for any damage or cost arising out of your behaviour

we reserve the right to enforce our claim in a lawsuit.

**13.3.5.** In other respects, the provisions of the Tokyo Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed on 14 September 1963 and other governing laws will apply to all acts committed on board.

**13.3.6.** Smoking of any kind is prohibited on board our aircrafts. Failure to comply with this regulation may result in severe criminal penalties being brought against you and damages will be claimed against you by us.

#### **13.4. CATERING AND OTHER SERVICES**

**13.4.1.** We offer drinks and light snacks for sale on our flights.

### **ARTICLE 14 - BAGGAGE**

#### **14.1. TYPES OF BAGGAGE, FREE BAGGAGE ALLOWANCE**

**14.1.1.** We will carry one piece of Checked Baggage up to 20 kg free of charge.

**14.1.2.** For health and safety reasons the weight of Checked Baggage must not exceed 32 kilograms per piece. BH Air reserves the right to limit the number of the Checked Baggage per passengers. If such restrictions are in force, they are available on our Website. We reserve the right to refuse the carriage of the Checked Baggage above such limit as set out in this section 14.1

**14.1.3.** You may carry only one piece of Hand Baggage per passenger the weight of which does not exceed 7 kilograms and the size of which does not exceed 60x40x30 cm. These dimensions include wheels, handles and side pockets.

**14.1.4.** Besides the Hand Baggage you may take the following, small size Personal Properties on board without paying handling fee:

- a) coat or a blanket;
- b) a cellular phone;
- c) reading material for the flight;
- d) for children under the age of two: food for the flight;
- e) items bought in the airside departure lounge, after passing through the security check;
- f) a pair of crutches for the physically disabled;
- g) infant car seat for children under the age of two, if the Infant travels on a separate seat, and the car seat is equipped with a seat belt which can be safely fastened to the aircraft seat belt.

**14.1.5.** Some airports may have restrictions that only one hand baggage can be carried, and further Baggage or other items cannot be brought on board. In such cases the airport's regulations prevail.

**14.1.6.** Should your Hand Baggage not meet the requirements defined in this paragraph 14.1 (especially the restrictions regarding the quantity and the weight of the Hand Baggage), BH Air will carry the Baggage as Checked Baggage in consideration of the payment of the excess baggage fee. Should you fail to pay the fee, BH Air reserves the right to refuse the carriage of your Baggage. BH Air hereby excludes all liability for damages arising from such refusal.

**14.1.7.** You shall store your Hand Baggage and other items taken on board in a way that the aisles and emergency exits are left clear, in compliance with the instructions of the Crew.

**14.1.8.** Infant's prams and wheelchairs shall be checked in with other Baggage and will be carried free of charge, if the user of the equipment is travelling.

#### **14.2. ACCEPTANCE OF BAGGAGE**

**14.2.1.** When we accept your Baggage for carriage as Checked Baggage, we will issue a Baggage Identification Tag and a Baggage Claim Tag for each piece of Checked Baggage.

**14.2.2.** Your Checked Baggage will be carried on the same aircraft as you.

### **14.3. ITEMS EXCLUDED FROM CARRIAGE**

**14.3.1.** The following items are excluded from carriage (these must not be placed in your Checked or Hand Baggage or taken with you as Personal Property):

- a) firearms, ammunition and explosives excluding weapons of hunting or sports purposes as defined by the law of any of the Relevant Countries listed in the Itinerary or the Ticket;
- b) any item or substance that looks like a firearm, ammunition or explosive;
- c) flammable substance (except: alcoholic beverages, hair spray, perfume, cologne);
- d) radioactive materials;
- e) condensed gas (except: CO<sub>2</sub> used for moving artificial limb; container of inflammable gas used for self-inflating lifejacket);
- f) poisonous or infectious substance;
- g) corrosives (except: mercury in thermometers, barometer, wheelchair battery);
- h) briefcases and security type attached cases with built-in alarm devices, lithium batteries or pyrotechnical material;
- i) items and materials that endanger safety, property, life, health and bodily integrity of those on board;
- j) any material that is forbidden under the rules and regulations of the Relevant Countries;
- k) any item that is not suitable for carriage because of its weight, size or any other characteristics;
- l) any items 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. Should you attempt to take any of these items with you, we may deny carriage of your Baggage and/or You.

**14.3.2.** If the Checked Baggage contains any of the following items:

- a) cash, securities;
- b) jewelry, precious metal, precious and semi-precious stones;
- c) computer, camera, video camera, cellular phone and any other electronic or technical appliances and their accessories;
- d) official, business or private documents;
- e) travel or other identity documents;
- f) keys;
- g) liquid;
- h) medicine;

i) perishable items.

j) pieces of art and fine arts;

k) items listed in paragraph 14.3.1. we will not be responsible for any loss, destruction, delay of and damage to such items. Some airports may have further restrictions on carried items. In such cases the airport's regulations prevail.

**14.3.3.** Your Hand Baggage or Personal Property must not contain antique firearms, swords, knives, scissors, blades, cutlery, darts, syringes and other sharp objects and any item which in our opinion could be used as a weapon.

**14.3.4.** Your Hand Baggage or Personal Property may only contain items not excluded from carriage and only in such quantity and packaging as determined by the effective laws and safety regulations from time to time.

#### **14.4. ITEMS OF CONDITIONAL CARRIAGE**

**14.4.1.** Should you wish to carry any of the items listed below, you are required to inform us about your intention at the time of reservation:

a) fragile items,

b) materials of unpleasant nature;

c) guide dogs or pets in cabin;

d) dry cell non-spillable battery operated wheelchair (only as Checked Baggage);

e) other special items such as ski, snowboard, golf, diving and surf equipment, weapons of hunting or sports purposes, fishing outfit horns, antlers and trophies, bicycles, vaulting poles, musical instruments, etc. You are entitled to carry such items only with our consent. Should you wish to carry any special Baggage (other than normal Baggage) not listed above, you shall contact us for information on conditions of carriage.

**14.4.2.** Should you wish to carry any special item with you, you will be required to pay a special handling fee. For details you shall consult our Website or request further information by sending an email to [ticketing@bhairlines.com](mailto:ticketing@bhairlines.com)

**14.4.3.** Should you fail to report the carriage of the items mentioned in paragraph 14.4.1, we may deny the carriage of those and/or we will not be liable for any loss, destruction, delay of and damage to such items.

**14.4.4.** BH Air is not liable for damages to fragile items. Baggage containing fragile items may be carried as Checked Baggage only with Limited Release Tag.

#### **14.5. ANIMALS**

We do not carry live animals on our flights, except pets in cabin and guide dogs travelling together with the Passenger in need, holding the documents set out in the regulations of the Relevant Countries and complying the conditions of such regulations provided that You informed us about your intention in accordance with section 14.4.1.

#### **14.6. RIGHT TO REFUSE CARRIAGE OF YOUR BAGGAGE**

**14.6.1.** Notwithstanding to section 14.1, we will refuse carriage of items excluded from carriage in accordance with these General Conditions of Carriage, and items of conditional

carriage the carriage of which has not been reported in advance in lines with paragraph 6.2.5 and those that were not accepted for carriage by us in advance.

**14.6.2.** We may refuse carriage of any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, packing, or for safety and security reasons and for the comfort of other Passengers.

#### **14.7. RIGHT OF SEARCH**

If it can be reasonably assumed that you failed to comply with rules applicable to the contents or packaging of Baggage, for reasons of safety and security, we may request that you permit a scan and search of your person, and search 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 items set out in paragraphs 14.3 and 14.4. If you are unwilling to comply with such request, we may refuse to carry you and/or your Baggage. Should scan or search cause damage to your Baggage, we shall not be liable for such damage, to the extent permitted under the relevant legal provisions.

#### **14.8. COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

**14.8.1.** Baggage is delivered at the airports via baggage delivery terminals and not personally. BH Air is not liable for Baggage after delivered to baggage delivery terminals. It is your responsibility to collect your Baggage at these terminals. We may control your Baggage Identification Tags and Baggage Claim Tags at all times. Unclaimed Baggage in BH Air's custody will only be handed over to a person who produces the Baggage Claim Tag matching the Baggage Identification Tag.

**14.8.2.** Subject to paragraph 14.2. you shall collect your Checked Baggage as soon as it is made available to you at your destination. Should you fail to collect it, we will store it for 60 days and will charge a storage fee. Following that time period, we may sell or destroy your uncollected Baggage or other items of personal use. If we can identify you on the basis of your uncollected Baggage or item of personal use, we will notify you at the contact details you provided about the intention to dispose of the uncollected items and when such disposal has happened, and we shall have no further liability to you.

### **ARTICLE 15 - AMENDMENT OF THE CONTRACT BY BH AIR, CANCELLATIONS, DELAYS**

#### **15.1. AMENDMENT OF THE CONTRACT BY BH AIR**

**15.1.1.** Before we accept your reservation, we will inform you of the scheduled flight time in effect as of that time, and it will be shown on your Itinerary or your Ticket, as the case maybe. It is possible that we may need to change the scheduled flight time or route (including the Place of Departure or Place of Destination subsequent to issuance of your Itinerary or Ticket. We will contact you to inform you of any such change via an email or by telephone, at the email address or telephone number provided at the time of your reservation, not less than 7 days before the scheduled time of departure as indicated on your Itinerary or Ticket. In case of a change of flight time or route, if you accept the changes in any form, the Contract between you and BH Air will be deemed amended accordingly. If the new flight times or route is not acceptable to you, you shall have the rights as set out in paragraph 15.1.2. If you are not the owner of the email address or telephone number registered in your reservation, it is your responsibility to inquire at the owner of the email address or the regular user of the telephone number provided in your reservation about any change notifications.

**15.1.2.** If we notified you of any change in accordance with paragraph 15.1.1, you may choose from the following options:

(a) we re-book you on another flight operated by BH Air on the same or – if necessary – a comparable route,

or

(b) we cancel your reservation and refund the Total Fare paid for the cancelled flight and, if applicable, the return sector, in accordance with paragraph 15.4.4.

## **15.2. DELAYS**

**15.2.1.** When BH Air reasonably expects a flight to be delayed beyond its scheduled time of departure as indicated in the Itinerary or in the Ticket, as the case maybe (including changes under paragraph 15.1 hereof):

(a) for two hours or more in the case of flights of 1500 kilometers or less; or

(b) for three hours or more in the case of all flights within the European Union of more than 1500 kilometers and of all other flights between 1500 and 3500 kilometers; or

(c) for four hours or more in the case of all flights not falling under (a) or (b), BH Air will offer:

(i) the assistance specified in paragraphs 15.5.1(a) and 15.5.2 below; and

(ii) when the reasonably expected day of departure is at least the day after the time of departure previously announced, the assistance specified in paragraphs 15.5.1(b) and (c);

## **15.3. CANCELLATIONS**

**15.3.1.** In case of cancellation of your flight, Passengers shall:

(a) be offered assistance by BH Air in accordance with paragraph 16.2.; and

(b) be offered assistance by BH Air in accordance with paragraphs 15.5.1(a) and 15.5.2 as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in paragraphs 15.5.1(b) and (c); and

(c) have the right to compensation by BH Air in accordance with paragraph 15.4, unless:

(i) you were informed of the cancellation at least two weeks before the scheduled time of departure;

or

(ii) you were informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or

(iii) you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival.

**15.3.2.** In case of the cancellation, we will provide explanation concerning possible alternative transportation.

**15.3.3.** BH Air is not liable for any loss or damage or compensation if we could not notify you in advance because you were not reachable on the telephone numbers provided in your reservation.

#### **15.4. RIGHT TO COMPENSATION**

**15.4.1.** When applicable in the case of cancellation of a flight in accordance with paragraph 15.3. you will be entitled to receive compensation amounting to:

- (a) EUR 250 for all flights of 1500 kilometers or less;
- (b) EUR 400 for all flights within the European Union of more than 1500 kilometers, and for all other flights between 1500 and 3500 kilometers;
- (c) EUR 600 for all flights not falling under (a) or (b).

In determining the distance, the basis shall be the last destination at which the cancellation or the denied boarding will delay your arrival after the scheduled time.

**15.4.2.** When you are offered re-routing to your final destination on an alternative flight pursuant to paragraph 16.2 the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

- (a) by two hours, in respect of all flights of 1500 kilometers or less; or
- (b) by three hours, in respect of all flights within the European Union of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometers; or
- (c) by four hours, in respect of all flights not falling under (a) or (b),

BH Air may reduce the compensation provided for in paragraph 15.4.1 by 50 %.

**15.4.3.** BH Air shall not be obliged to pay compensation, if it can prove that the cancellation is caused by Extraordinary Circumstances.

**15.4.4.** Passenger claims for monetary compensation under paragraphs 15.4.1. and 15.4.2. are processed in accordance with Article 5 and Article 6, respectively, of Regulation (EC) 261/2004. Claimants are therefore under obligation to provide evidence in accordance with Article 3 (2a) of the Regulation which prescribes the requirements for applicability of the provisions of the Regulation.

**15.4.5.** The compensation referred to in paragraphs 15.4.1 and 15.4.2. shall be paid in cash, by electronic bank transfer or bank orders.

**15.4.6.** The distances given in paragraphs 15.2.1, 15.4.1 and 15.4.2 shall be measured by the great circle route method.

#### **15.5. RIGHT TO CARE**

**15.5.1.** Where reference is made to this paragraph, BH Air shall offer to passengers free of charge:

- (a) meals and refreshments in a reasonable relation to the waiting time during the time period of the delay;
- (b) arranging hotel accommodation or to refund the costs of hotel accommodation in cases - where a stay of one or more nights becomes necessary, or

- where a stay in the Place of Departure additional to that intended by the Passenger becomes necessary;

(c) arranging transport or to refund the costs of transport between the airport and place of accommodation specified in paragraph 15.5.1. (b) (hotel or other).

The Passenger shall only be entitled to claim the care under paragraph 15.5.1. (a) during the waiting period caused by the delay.

BH Air shall refund costs for assistance specified in paragraphs 15.5.1. b) and c) to the Passenger affected by the delay or cancellation up to a reasonable amount, as supported by invoice(s).

**15.5.2.** In addition, Passengers shall be offered two telephone calls, telex or fax messages, or e-mails or the refund of the costs of such communications.

**15.5.3.** We will not provide the service specified in paragraph 15.5.1. if it would cause further delay of the flight.

## **15.6. CONNECTIONS**

BH Air does not operate Connecting Flights. You are liable for any other flight you or your baggage may miss.

## **15.7. ALTERNATIVE CARRIAGE**

**15.7.1.** BH Air may carry you by an alternative means of carriage than carriage by air in case defined in paragraph 16.2.1.

**15.7.2.** If you agreed to an alternative carriage (as set out by paragraphs 16.2.1. b) and c)) in an express or implied manner, you shall not be entitled to a refund of the Fare.

## **15.8. DIVERSIONS**

**15.8.1.** If we are unable to depart from the Place of Departure or to land at the Place of Destination or at the Agreed Stopping Place, and the aircraft is diverted to another airport (hereinafter referred to as "diversion"), unless it continues to the original destination, we will arrange transportation for you to the original destination as set out in your Itinerary or Ticket, either by our own services or by any other means of transportation, and we have no other liability to you.

## **15.9. ENFORCEMENT OF YOUR RIGHTS**

Should we fail to comply with the foregoing paragraphs of the present Article, you are entitled to submit a complaint to Directorate General, Civil Aviation Administration of Bulgaria.

## **15.10. RIGHT TO INFORMATION**

In the case we deny your boarding (other than for justified reasons set out herein) or cancel your flight we will provide you (at the airport) with written information setting out the rules for compensation and assistance. If you are affected by a delay of at least two hours we will also provide you with relevant written information. The contact details of the national designated body referred to in the Regulation shall also be made available to you.

## **15.11. EXTRAORDINARY CIRCUMSTANCES**

Except as otherwise provided in the foregoing paragraphs of Article 15, we shall not have further liability for any amendments to the Contract due to Extraordinary Circumstances. To

the extent permitted by the relevant laws and these General Conditions of Carriage, we disclaim liability for any damage or loss caused by Extraordinary Circumstances.

## **ARTICLE 16 – REFUND, RE-ROUTING**

### **16.1. GENERAL**

**16.1.1.** Except as explicitly provided in these General Conditions of Carriage, all our Fares, taxes, charges and Fees for Other Services are non-refundable.

**16.1.2.** Refunds will be paid exclusively to you or to the Person Paying for your Carriage. In case of your death or that of the Person Paying for the Carriage, we shall pay the refund to the immediate family of yours or hers/his.

**16.1.3.** Generally the refund shall be paid in the currency in which the carriage was paid for. Should it be impossible, we will make the payment in Euro.

### **16.2. REFUNDS AND RE-ROUTING FOR REASON OUTSIDE THE PASSENGER'S CONTROL**

**16.2.1.** Where reference is made to this paragraph, BH Air shall offer you the choice between:

(a) -reimbursement within seven days, by the means provided for in paragraph 15.4.4, of the Total Fare at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant (i.e. in case of Connecting Flights), - a return flight operated by BH Air to the first point of departure, at the earliest opportunity;

(b) re-routing to a flight operated by BH Air to your final destination at the earliest opportunity;

or

(c) re-routing to a flight operated by BH Air to your final destination at a later date at your convenience, subject to availability of seats.

Paragraph 16.2.1 shall be interpreted together with paragraph 15.7 hereof.

## **ARTICLE 17 - LIABILITY**

### **17.1. GENERAL**

**17.1.1.** Our liability is determined by these General Conditions of Carriage and by the Governing Law.

**17.1.2.** The amount of damages will be determined in accordance with the Convention, and our liability shall not exceed the amount of proven damages, as we shall be liable for sufficiently proven damages only.

**17.1.3.** If BH Air proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, BH Air shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a Passenger compensation is claimed by a person other than the Passenger, BH Air shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or

contributed to by the negligence or other wrongful act or omission of that Passenger. This provision applies to all the liability provisions applicable to BH Air towards the Passenger.

**17.1.4.** We are not liable for any damage caused by you or by your Baggage. You shall be responsible for any such damage caused to other persons or to other persons' (including our) property.

**17.1.5.** The contract of carriage, including these General Conditions of Carriage and exclusions and limits of liability applies to our employees, servants and agents to the same extent as they apply to us. The total amount recoverable from us and from such persons shall not exceed the amount of our own liability, if any defined in these General Conditions of Carriage.

**17.1.6.** BH Air is not liable for loss of profits, indirect or consequential damages. The limitations of liability of these General Conditions of Carriage are accepted by the Passenger in consideration of the amount paid for BH Air's services.

**17.1.7.** Nothing in these General Conditions of Carriage shall or is designed to waive any exclusion or limitation of liability of us under the Convention or other applicable international treaties or laws.

## **17.2. LIABILITY FOR BAGGAGE**

**17.2.1.** We are liable for damage sustained in case of destruction and loss of or of damage to Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of BH Air.

**17.2.2.** We are liable for damage occasioned by our delay in the carriage by air of Baggage. Nevertheless, we are not liable for damage occasioned by delay if we, our servants or agents took all measures that could reasonably be required to avoid the damage or if it was impossible for us or them to take such measures.

**17.2.3.** We will not be liable for damage sustained in case of destruction or loss of, or of damage to, Checked Baggage to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage. In the case of Unchecked Baggage, including personal items, we will only be liable if the damage resulted from our culpable fault or that of our servants or agents. We are not liable for damage to, loss, destruction and delay of any items excluded from carriage and of any Baggage accepted for carriage with a Limited Release Tag, and of items of conditional carriage the carriage of which was not reported to us upon reservation or was not accepted by us for carriage.

**17.2.4.** We exclude liability for minor damage to the exterior of your Baggage (such as scratches, soils, staining, dents, etc.) that may result from normal wear and tear.

**17.2.5.** In the carriage of Baggage (including Checked Baggage, Unchecked Baggage and Personal Property), our liability is limited to 1131 SDRs for each Passenger unless the Passenger has made, at the time when the Checked Baggage was handed over to us, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case we will be liable to pay a sum not exceeding the declared sum, unless we can prove that the sum is greater than the Passenger's actual interest in delivery at destination.

## **17.3. LIABILITY FOR DEATH, INJURY AND DELAY OF THE PASSENGER CAUSED BY ACCIDENT**

**17.3.1.** In the event of an accident our liability for death or injury of Passengers is subject to limitations as set out in these General Conditions of Carriage. We have strict liability up to 113,100 SDRs save in cases set out in paragraph 17.1.3.

**17.3.2.** For claims in excess of this limit in the case of death or injury of Passengers, we may be exonerated if we can prove that (i) such damage was not due to our negligence or other wrongful act or omission or that of our servants or agents or that (ii) such damage was solely due to the negligence or other wrongful act or omission of a third party.

**17.3.3.** We will not later than 15 days after the identity of the natural person entitled to compensation has prima facie been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Such payment shall not be less than 16,000 SDRs per Passenger in the event of death. Making an advance payment shall not constitute recognition of liability and may be offset against any subsequent settlement. Advance payments are not returnable unless BH Air subsequently proves that:

a) damage was caused by or contributed to by the negligence of the injured or deceased Passenger;

b) the person who received the advance payment was not the person entitled to compensation or the damage was caused by or contributed to by that person.

**17.3.4.** In the case of damage caused by delay in the carriage of Passengers, our liability for each Passenger (if any) is limited to 4694 SDRs.

## **ARTICLE 18 - TIMELY NOTICE OF COMPLAINTS, TIME LIMITATION ON ACTIONS**

### **18.1. BAGGAGE CLAIMS**

**18.1.1.** Acceptance of the Baggage without complaint made before leaving the transit area and without completion of the Property Irregularity Report (PIR), is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage.

**18.1.2.** If your Baggage does not arrive with the flight carrying you, you have to make an immediate report and complete the PIR upon your arrival, before leaving the transit area. Should you fail to meet this requirement, we will not be liable for the destruction, loss, delay of or damage to your Baggage.

**18.1.3.** If your Checked Baggage is damaged or pilfered, you have to make an immediate report and complete the PIR upon your arrival, before leaving the transit area. In the case of damage, you must submit your complaint to the Airline forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt of your Checked Baggage. Should it be impossible to recognize the damage or pilferage upon arrival, you have to make a report at the airport within 7 days after your arrival.

**18.1.4.** If your Checked Baggage does not arrive with the flight carrying you, you have to make a report in writing to the airline within 21 days from the date of your flight.

**18.1.5.** If we admit the loss of your Checked Baggage, or if your Checked Baggage has not arrived at the expiration of 21 days after the date on which it ought to have arrived, you are entitled to enforce your rights which arise from the Contract of Carriage. In such case, you must prove in particular the occurrence and the amount of damage suffered. If you fail to prove

reliably the extent of damage suffered, we are entitled to grant compensation on the basis of our professional experience and internal procedures.

**18.1.6.** Should any damage occur to your Unchecked Baggage or Personal Property, you shall make a report on board the aircraft. Should you fail to comply with this requirement we will not be liable for any damages to your Unchecked Baggage.

**18.1.7.** Should any damage occur to your Baggage during the carriage by air by us, you shall arrange for your Baggage to be repaired, obtain and send us the receipts. Should your Baggage be damaged beyond repair you shall obtain a written confirmation from the repair shop, including indication of the brand, type and value of your Baggage.

**18.1.8.** All claims must be submitted in writing and in English language.

**18.1.9.** If no claim is submitted within the times aforesaid, no action shall lie against us.

## **18.2. COMPLAINTS**

Complaints relating to the carriage by air (other than baggage claims) must be made in writing as soon as possible, after arrival of the flight in connection with which you would like to complain, but not later than within 2 months from discovering the circumstances giving rise to the complaint. You are liable for any loss or damage arising from the delay in making your complaint. BH Air will assess the complaint according to the General Conditions of Carriage effective on the day of the Contract.

## **18.3. LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if an action is not brought within a period of 2 years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from 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 19 - CHARTER REGULATION**

With respect to charter flights, the provisions of these General Conditions of Carriage shall apply with the following differences:

**19.1.** The following conditions apply for the carriage provided by us:

- a) these General Conditions of Carriage;
- b) the Convention;
- c) the Governing Law;
- d) the Charter Agreement, concluded with BH Air.

**19.2.** It is the responsibility of your travel agent to inform you about the conditions applicable to your carriage set out in the Charter Agreement. The travel agent will be liable for all damages incurred by the travel agent's failure to inform you accordingly.

**19.3.** Your reservation is made by your travel agent who shall provide you with the reservation code.

**19.4.** Change of route is not permitted. Rules for time change, transferability and cancellation (also due to death of an immediate family member) of your reservation are defined by your travel agency according to the Charter Agreement concluded with BH Air.

**19.5.** You or the Person Paying For The Carriage are required to inform your travel agency about your physical disability, reduced mobility, serious or contagious disease, and any other condition requiring medical care, upon reservation. In case Passenger's pregnancy is after the 28th week at the time of either of the outbound or inbound journey, this must be reported to the travel agency on the day of reservation and you must submit your medical certificate to the travel agency. It is the responsibility of your travel agent to provide us with the information given by you and to submit your medical certificate to us. Should the travel agency fail to comply with the above requirements the travel agency will be responsible for damages incurred due to the refusal of your carriage.

**19.6.** Should you wish to carry special Baggage or items of conditional carriage, you shall inform your travel agent. It is the responsibility of your travel agent to submit your request to us (see paragraph 14.4). Should the travel agency fail to comply with the above requirements the travel agency will be responsible for damages incurred by the travel agent's failure to inform us.

**19.7.** Article 7 of these General Conditions of Carriage does not apply to charter carriage.

**19.8.** Claims and complaints (including Baggage claims and claims arising out of schedule change, delay, cancellation or diversion) must be submitted to your travel agent in writing. All time limitations indicated in Article 18 are applicable.

**19.9.** The travel agency chartering the flight shall bear all costs incurred due to reasons beyond our control.

**19.10.** Any costs arising from overbooking of flights shall be borne by the travel agency chartering the flight.

**19.11.** If you are entitled to a refund, we will pay it to your travel agency, therefore you shall submit your claim to them.

## **ARTICLE 20 - INTERPRETATION**

**20.1.** In case of doubt the Bulgarian version of these General Conditions of Carriage must prevail.

**20.2.** The title of each Article of these General Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

**20.3.** Should the person making the reservation be other than the Passenger, or he/she makes the reservation on behalf of other Passengers as well, we assume that during the reservation process he/she makes his statements, gives his/her consent on behalf of all (other) Passengers booked under the same reservation and he/she is authorized to make statements and grant consents on behalf of the Passenger(s) mentioned above.

## **ARTICLE 21 - GOVERNING JURISDICTION**

In case the Governing Law does not specify the competent court or courts by a mandatory provision, which cannot be derogated by an agreement, legal action can be brought against BH Air only at the competent court in the city of Sofia, Bulgaria.

## **ARTICLE 22 – AMENDMENT TO GENERAL CONDITIONS; ACCEPTANCE BY PASSENGERS**

These General Conditions of Carriage are in effect as of 2014 and are subject to amendment by us without prior notice. For avoidance of any doubt upon purchase of BH Air tickets or by their follow-up use or attempted use by the Passenger (in the case where the Person Paying for the Carriage is not the Passenger), Passengers agree to comply with our General Conditions of Carriage, as in effect as of the date of the issuance of the respective Itinerary or Ticket and unconditionally accept all provisions outlined in the then effective General Conditions as part of their Contract.