## General Terms of Business and Transport (GTC)

### 1. Scope

**1.1.** These General Terms of Business and Transport are the ones referenced in the flight plan or possibly in the framework agreement (in framework agreements). They apply to every transport of passengers and luggage, including the associated services performed by HAMBURG international and/or its agents (both referred to hereafter as “HAMBURG international”).
**1.2.** HAMBURG international has the right to transfer the performance of the transport services entirely or partially to third parties/agents insofar as it is ensured that the safety standard corresponds to that of HAMBURG international and the flight is performed by a qualitatively equivalent company. HAMBURG international may make changes to the aircraft or flight number.

### 2. Booking/payment

**2.1.** With your booking, you confirm that you are a legal adult or authorised by a parent or legal guardian to make this booking.
**2.2.** The booking is in principle valid only for the booked flight and for the person named in the booking.
**2.3.** In the case of booking multiple passengers by one applicant, the applicant is responsible for correct and immediate forwarding of notifications to the passengers he or she has booked. He or she must compensate HAMBURG international for damages arising from failure to correctly and immediately forward notifications.
**2.4.** You agree to provide us with your personal data for the following purposes: flight bookings, purchase of tickets, execution of arrival formalities as well as transmission of such data to the competent authorities in connection with the performance of your trip. You authorise HAMBURG international to share this data exclusively for these purposes with the offices of HAMBURG international as well as the agents, authorities and other airlines or other providers of the aforementioned services authorised by HAMBURG international.
HAMBURG international has the right to provide your passport data as well as your personal data used and processed by HAMBURG international in connection with your trip to public authorities in Germany and in foreign countries if the respective demand for information by the public authority takes place based on compulsory legal statutes and is therefore required for fulfilment of the transport contract.
**2.5.** The customer has the option of paying the entire amount of the ticket price with credit card or via direct debiting. The booking party must in this case be identical with the account owner. Direct debiting is only possible for customers of a credit institute located in Germany and for bookings no later than 1 day before departure. If the direct debit is not performed by your bank due to a form error (e.g. incorrect account number) or due to insufficient funds, HAMBURG international is authorised to cancel the booking and charge the agreed cancellation fees according to the General Terms of Business and Transport if no payment is received after sending notice of default and setting an extended payment deadline. Setting of an extended deadline is not necessary if the departure is imminent and setting of a deadline prior to the departure is therefore no longer possible. In this case, HAMBURG international can cancel the booking and refuse the transport. In addition, HAMBURG international reserves the right to charge a processing fee in the event of a failed direct debit.

### 3. Obligations and responsibilities of the passengers with regard to the flight ticket and luggage

**3.1.** Flight tickets are valuable. The passenger is obligated to exercise care in storing and handling such items and to take the necessary precautions to prevent loss or theft.

**3.2.** HAMBURG International urgently recommends **AGAINST** transporting valuable, perishable, fragile or highly sensitive objects (such as computers, digital cameras or other electronic equipment), jewellery, precious metals, precious stones, jewels, money, EC cards, credit cards, securities notes and other valuables, business papers or samples, passports, personal identification or other identity papers in checked luggage. The passenger is obligated to exercise care in storing and handling such items and to take the necessary precautions to prevent loss or theft. Insofar as such objects are transported in checked luggage, HAMBURG International should be notified of this. HAMBURG International reserves the right to charge a surcharge for such a transport or to refuse the transport of such objects in checked luggage. The regulations of the Montreal Convention of 1999 remain hereby unaffected.
**3.3.** The passenger is obligated to provide his contact information so that he or she can be informed in a timely fashion of changes to the flight times or any flight cancellations.
**3.4.** The passenger is obligated to accept possession of the checked luggage as soon as it is made available for pickup at the destination airport or at the location of the flight interruption. Insofar as the passenger does not immediately accept possession of the luggage, HAMBURG international can charge storage fees to the passenger.

**4. Prices/increasing of costs**
**4.1.** The prices confirmed with the booking apply only to the transport from the actual departure location to the destination location for the persons and flight times specified in the trip or booking confirmation.
**4.2.** In some countries, taxes, fees and other charges may be demanded by public authorities or airport companies directly from the passenger. These are therefore not included in the flight price and must be paid additionally by the passenger. Taxes, fees and surcharges or increases thereto arising after issuing of the flight ticket must be subsequently paid by you.

**5. Travel insurance**
Travel cancellation expense insurance is not included in the trip price. HAMBURG international urgently recommends concluding such insurance upon booking of a trip. HAMBURG international does not handle claims settlement.

**6. Failure to appear upon departure**
If the customer does not board the flight (even at short-notice, such as due to missed connections), HAMBURG international's claim for compensation remains fundamentally intact. The customer retains the right to prove that HAMBURG international suffered lesser damages as a result of the failure to board the flight.

**7. Passenger check-in and boarding**
**7.1.** Registration times differ at the various airports. For this reason, HAMBURG international recommends that you research these registration times. In order to ensure smooth processing, you should arrive at the check-in location up to 2 hours, sometimes 3 hours, before departure. The check-in counters close 30 minutes before the booked departure time; due to closure of the check-in system, no processing is possible after this time. The passenger must therefore appear at the check-in counter with all necessary travel documents such that the check-in processing is completed and the passenger is **in possession of a boarding card no later than 30 minutes prior to the booked departure time**. A later appearance may result in refusal of transport. HAMBURG international accepts no liability for any damages and expenses that may result from such a refusal. The passenger remains obligated to pay the flight price.
**7.2.** Upon check-in, the booking number as well as presentation of a valid official photo ID (passport, personal identification) is required. Presentation of the booking confirmation is

recommended. For children and adolescents as well, an official identification or entry in the identification of the parent or guardian must be presented. For international flights, a valid passport or a valid personal identification and, if necessary, additional travel documents as required for entry/exit to the destination country (visa, etc.) must be carried by the passenger. This also applies to children and adolescents. Without these documents, the check-in will be refused. The passenger is responsible for carrying all documents necessary for the entry/exit to the destination country. HAMBURG international accepts no liability for any damages and expenses that may result from this.
**7.3.** In addition, you must be at the gate of the flight you have booked and checked-in for by no later than the time specified upon check-in; otherwise HAMBURG international has the right to cancel your booking so that transport on the booked flight is no longer possible. HAMBURG international accepts no liability for any damages and expenses that may result from this.

**8. Restriction and refusal of transport**
HAMBURG international can refuse to transport you or to continue transporting you if you have been notified in writing prior to the booking within the framework of due discretion that you will no longer be transported on HAMBURG international flights as of the time of the written notification. For instance, this could be the case if you violated the rules of behaviour given below on a previous flight and for this reason transporting you is considered an unreasonable hardship. Furthermore, HAMBURG international may refuse to transport you or continue to transport you or may cancel your seat booking if

- this measure is necessary for reasons of safety or public order or to prevent a violation of the regulations of a country that is departed from, flown to or flown over; or -
- transporting you could impair the safety, health or, to a considerable degree, the comfort of other passengers; or -
- your behaviour, your condition or your mental or physical state including the effects of alcohol consumption or drug use is such that you represent a danger to yourself, other passengers or crew members; or -
- you acted in violation of the rules on an earlier flight to a not insignificant extent and reason exists to assume that such behaviour could be repeated; or -
- you have refused performance of a security inspection; or -
- you have not paid the applicable flight price, taxes, fees or surcharges; or -
- you are not in possession of valid travel documents, wish to travel into a country for which you are only authorised for transit or for which you do not possess valid entry papers, you destroy your travel documents during the flight or refuse to hand them over to the crew in exchange for a receipt despite being asked.

**9. Flight plans, delays and flight cancellations**
**9.1.** The flight times published in flight plans can change between the date of publishing and the booking or travel date. They are not guaranteed and are not part of the transport contract.
**9.2.** Before HAMBURG international accepts your booking wish, HAMBURG international will inform you of the planned departure time as it applies at that time and will enter this on the ticket. It is possible that HAMBURG international will need to change the planned departure time after issuing of the ticket. If you provide HAMBURG international with a contact address, HAMBURG international will strive to inform you of such changes. If HAMBURG international makes a significant change to the departure time after the ticket purchase that is unacceptable to you, HAMBURG international will attempt to rebook you on another HAMBURG international flight that is acceptable to you.

**9.3.** In the event of delays and flight cancellations, if the statutory prerequisites apply, we perform services in accordance with European Community Regulation (EC) No. 261/1994.

**10. Behaviour on board**
**10.1.** If your behaviour on board is such that you represent a danger to the aircraft or persons or objects on board, such that you interfere with the crew in the fulfilment of their duties or you do not follow the instructions of the crew, including instructions with regard to the smoking ban, alcohol or drug consumption, or such that you subject other passengers or the crew to discomfort or harm, HAMBURG international reserves the right to take the necessary measures to prevent this behaviour up to and including physical restraint. HAMBURG international is authorised and expressly reserves the right to refuse to continue transporting you, to lodge a criminal complaint regarding your behaviour on board and to claim compensation for damages.
**10.2.** All HAMBURG international flights are non-smoking flights. Smoking is prohibited in all parts of the airplane during the entire stay on board.

**11. Electronic devices on board**
The unapproved use of electronic devices on board, such as mobile telephones, laptops, CD players, electronic games and devices with transmission functions, radio toys and walkie-talkies is prohibited and may be subject to fines. Excepted from this are hearing aids and pacemakers.

**12. Administrative formalities**
**12.1.** It is your obligation and solely your responsibility to obtain the travel documents and visas required for your trip and to follow all the regulations of the countries that are being flown from, over and to; the same applies to the associated rules and instructions of HAMBURG international.
**12.2.** HAMBURG international is not liable for consequences resulting for you from the failure to obtain the necessary papers or from the failure to follow the pertinent regulations or instructions.
**12.3.** Before starting your trip, you are obligated to present the entry and exit papers, health certificates and other documents that are required by the countries in question and to permit us to make copies of these documents. HAMBURG international reserves the right to exclude you from transport if you do not follow the pertinent regulations or your documents are incomplete, and HAMBURG international is not liable for losses or expenses that arise from the fact that you did not follow these rules.
**12.4.** If entry into a country is refused to you (entry ban), you are obligated to pay the monetary penalty that is charged to HAMBURG international by the respective country. You are furthermore obligated to pay the applicable flight price if HAMBURG international must bring you to your departure location or another location on instructions from an authority because you are not permitted to enter a country (transit or destination country). HAMBURG international can use the money paid by you for the unused transport or any of your funds in the possession of HAMBURG international for payment of the flight price. The flight price paid for transport to the location of refusal or expulsion will not be reimbursed.
**12.5.** If HAMBURG international is forced to pay or deposit fines or penalties because you did not follow the applicable regulations of the relevant country with regard to entry or transit or because the documents required according to these regulations are not properly valid upon inspection, you are obligated upon request to compensate HAMBURG international for the paid or deposited amounts and the paid expenses.
HAMBURG international has the right to utilise unused flight tickets or money in your possession for covering such expenses. The amount of the fine and penalty varies from country to country and may far exceed the flight price. For this reason, it is in your own interest to comply with the entry regulations.

**13. Liability**
**13.1.** With regard to the liability of HAMBURG international as well as of the other companies that perform transports as contractual partners, the respective terms of transport of the specific companies apply.
**13.2.** The transport is subject to the Convention for the Unification of Certain Rules for International Carriage by Air from March 28, 1999 (Montreal Convention) as well as Regulation (EC) No. 2027/97 as amended by Regulation (EC) No. 889/2002.
**13.3.** In the case of contributory negligence on the part of the injured party, the standards of applicable law with regard to the exclusion or reduction of the compensation obligation in event of contributory negligence by the injured party shall apply.
**13.4.** HAMBURG international is not liable for damages that arise from the fulfilment of national regulations or from the fact that you fail to fulfil the obligations arising from such regulations.
**13.5.** The liability of HAMBURG international shall in no case exceed the amount of the proven damages. HAMBURG International is only liable for indirect or consequential damages if HAMBURG International is responsible for causing such damages through gross negligence or intent; the regulations of the Montreal Convention remain hereby unaffected.
**13.6.** Insofar as nothing to the contrary is expressly established, none of these General Terms of Business and Transport shall be construed as renouncing the liability exclusions or restrictions that apply to us in accordance with the Montreal Convention or under applicable law.
**13.7.** In the event of an aircraft accident, HAMBURG International is liable for the death or bodily injury of a passenger up to an amount of 100,000 SDR. Claims exceeding this amount can be refuted by HAMBURG international through proof that HAMBURG international acted neither negligently nor otherwise culpably.
**13.8.** You should immediately inform HAMBURG international in writing of damage, loss or destruction of luggage. In event of damage to checked luggage, the written notification must be received by HAMBURG international within seven days, for delayed luggage within 21 days after the luggage is once again available to you.
**13.9.** HAMBURG international is liable for damages resulting from delays in the transport of passengers unless HAMBURG international took all reasonable measures to avoid the damages or it was impossible to take such measures. The liability for damages from delay in the transport of passengers is limited to 4,150 SDR.
**13.10** HAMBURG international accepts no liability for luggage that bears light traces of wear within the normal process of luggage handling.
**13.11** HAMBURG international accepts no liability for luggage that was improperly packaged or packed overfull.
**13.12** HAMBURG international accepts no liability for objects that are by nature unsuitable for air transport, such as bicycles, surfboards, sports equipment, wheelchairs, etc. (known as “Limited Release”). We recommend concluding separate travel luggage insurance for such luggage.

**14. Luggage provisions**
Reference is made here to the Luggage Conditions of HAMBURG international as currently amended and published.

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