

## **GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE**

(hereinafter GCC)

Skåneflyg sells and arranges flights between Kristianstad Österlen Airport and Stockholm-Bromma Airport. These flights are operated by NyxAir OÜ. In addition, the General Conditions of Carriage of NyxAir OÜ, which are an integral part of these GTC, apply.

ARTICLE 1—DEFINITIONS

ARTICLE 2—APPLICABILITY

ARTICLE 3—TICKETS

ARTICLE 4—FARES, TAXES, FEES AND CHARGES

ARTICLE 5—RESERVATIONS

ARTICLE 6—CHECK-IN AND BOARDING

ARTICLE 7—REFUSAL AND LIMITATION OF CARRIAGE

ARTICLE 8—BAGGAGE

ARTICLE 9—SCHEDULES AND IRREGULARITIES

ARTICLE 10—REFUNDS

ARTICLE 11—CONDUCT ABOARD AIRCRAFT

ARTICLE 12—ADMINISTRATIVE FORMALITIES

ARTICLE 13—SUCCESSIVE CARRIERS

ARTICLE 14—LIABILITY FOR DAMAGE

ARTICLE 15—TIME LIMITATION ON CLAIMS AND ACTIONS

ARTICLE 16—OTHER CONDITIONS

ARTICLE 17—INTERPRETATION

ARTICLE 18—MODIFICATION AND WAIVER

### **ARTICLE 1—DEFINITIONS**

As you read these conditions, please note that:

“We”, “our” “ourselves” and “us” means Skåneflyg.

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).

“Airline Designator Code” means the two letters which identify particular air carriers such as OJ (NyxAir OÜ)

“Authorized Agent” means a passenger sales agent who has been appointed by us to represent us 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 consists of 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.

“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.

“Conditions of Contract” means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage, and notices.

“Convention” means whichever of the following instruments are applicable:

- (i) The Montreal Convention (1999)
- (ii) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929 (hereinafter referred to as the Warsaw Convention);
- (iii) The Warsaw Convention as amended at The Hague on September 28, 1955;
- (iv) The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975;
- (v) The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- (vi) The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- (vii) The Guadalajara supplementary Convention (1961) (Guadalajara).

“Coupon” means an Electronic Coupon, each of which entitle the named passenger to travel on the flight identified on it.

“Damage” includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft, or other damage, arising out of or in connection with carriage or another 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 us or on our behalf, 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 your control, the consequences of which could not have been avoided even if all due care had been exercised.

“Itinerary/Receipt” means a document we issue to Passengers travelling on Electronic Tickets that contains the Passenger’s name, flight information and notices.

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

“Passenger Coupon” or “Passenger Receipt” means that portion of the Ticket issued by us or on our behalf, which is so marked, and which ultimately is to be retained by you.

“SDR” means a Special Drawing Right as defined by the International Monetary Fund.

“Tariff” means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

“Ticket” means the Electronic Ticket, issued by us, and includes the Conditions of Contract, notices, and Coupons.

“Unchecked Baggage” means any of your Baggage other than Checked Baggage.

## **ARTICLE 2—APPLICABILITY**

### **2.1 GENERAL**

Except as provided in paragraphs 2.3, our Conditions of Carriage apply only on those flights, or flight segments, where Skåneflyg sells and arrange flights and our name or Airline Designator Code (OJ) is indicated in the carrier box of the Ticket.

## 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 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 we may have, these Conditions of Carriage shall prevail.

## **ARTICLE 3—TICKETS**

### 3.1 GENERAL PROVISIONS

3.1.1 We will issue an electronic ticket as soon as we have received full payment for your booking. This electronic ticket will be sent to the e-mail address stated in your booking.

3.1.2 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.3 A Ticket is not transferable.

3.1.4 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.

3.1.5 If you have a Ticket, as described in paragraph 3.1.3 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will refund you the portion of the fare that is otherwise non-refundable and is not covered by your travel insurance, subject to deduction of a reasonable administration fee

3.1.6 The Ticket is and always remains the property of the issuing carrier.

3.1.7 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.

3.1.8 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 of Carriage, a Ticket is valid for:

3.2.1.1 (a) one year from the date of issue; or

3.2.1.1 (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 If after having commenced your journey, you are prevented from travelling 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. Such illness must be attested to by a medical certificate.

3.2.3 In the event of death of a Passenger en route, the Tickets of persons 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 and 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. In addition, the Ticket shall be used entirely.

3.3.2 Should you wish to change any aspect of your transportation, such as place of origin, destination or return, or departure time, 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 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. Such difference may also be collected retrospectively. 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.

3.3.5 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.

3.3.6 Please be advised that in the event you do not show up for a flight, we may cancel your return or onward reservations.

#### 3.4 NAME AND ADDRESS

Skåneflyg AB, Kristianstad Österlen Airport, 297 92 Everöd, Sweden, registration number 559281-3041

The name of the Carrier may be abbreviated to the Airline Designator Code, or otherwise, in the Ticket.

### **ARTICLE 4—FARES, TAXES, FEES AND CHARGES**

#### 4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid. Should the ticket not be paid at the time of reservation, the date of payment shall be deemed the date on which you have agreed with us on the method of payment.

#### 4.2 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, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. 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. We reserve the right to charge a reasonable administration fee for such refund.

#### 4.3 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. We may at our discretion, accept payment in another currency.

### **ARTICLE 5—RESERVATIONS**

#### 5.1 RESERVATION REQUIREMENTS

5.1.1 You can book our tickets online [www.skane-flyg.se](http://www.skane-flyg.se) or via our Authorized Agents. We accept payment cards: Visa/Mastercard.

5.1.2. Your ticket

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

5.1.3 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 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 CANCELLATION OF ONWARD RESERVATIONS

Please be advised that if you do not show up for a flight without advising us in advance, we may cancel your return or onward 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 reservation if you do not comply with the Check-in Deadlines indicated. 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. If you are not at check-in or boarding gate by the specified times, you should contact our personnel immediately.

## **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 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 control

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

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 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 paragraph 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.

### **7.2 SPECIAL ASSISTANCE**

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, and persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of the disability and 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.

## **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.

### **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.

### 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 and 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, the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

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 considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 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 paragraph 8.3.1.1.

8.3.3 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.

8.3.4 You must not include in Checked Baggage money, jewelry, precious metals, computers, cameras, cellular telephones, electronic devices, musical instruments, glasses/sunglasses, keys, medicines, negotiable papers, securities or other valuables, share certificates, bonds and other valuable documents, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in paragraphs 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, any Damage to such items will be subject to the limitations of liability contained in the applicable Convention. We shall have no liability where Damage resulted from the inherent defect, quality, or vice of the Baggage.

8.3.6 Except as the applicable Convention or other law may otherwise require, we are not liable for Damage to your Baggage caused by property contained in the Baggage. Any Passenger whose property causes Damage to another Passenger's Baggage or to the property of Skåneflyg or NyxAir shall indemnify us for all losses and expenses incurred by us as a result thereof.

### 8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to paragraph 8.3.2 and 8.3.3, 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 because of its size, shape, weight, contents, or character, or for safety or operational reasons, or the comfort and convenience of other passengers.

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 packaging and containers unacceptable to us is available upon request.

### 8.5 RIGHT OF SEARCH

For reasons of safety and security 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 paragraph 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with paragraphs 8.3.2 or 8.3.3. 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 a search, scan or x-ray 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 in, 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 inform you when your Checked Baggage is ready for pick-up at destination.

## 8.7 UNCHECKED BAGGAGE

8.7.1 Baggage which you carry onto 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. We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft.

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 paragraph 8.8.1 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 paragraph 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect it within 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 (dogs and cats) are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry.

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, subject to conditions specified by us, which are available on request.



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 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 AND IRREGULARITIES

### 9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you travel.

9.1.2 Before we accept your booking, we will notify you of the scheduled departure time in effect as of that time, and it will be shown on your Ticket. We may need to change the scheduled departure time after issuance of your Ticket. If you provide us with contact information, we will endeavor to notify you of any such changes.

### 9.2 DENIED BOARDING COMPENSATION, CANCELLATIONS AND LONG DELAYS

9.2.1 EC legislation (Regulation No. 261/2004) provides for, and you may be entitled to assistance, refund and compensation in case you are denied boarding a flight on which you have a valid ticket and a confirmed booking, or if there is a cancellation or long delay of such flight. Regulation No. 261/2004 applies to all passengers departing from an airport within the EU, and to all passengers travelling into an EU Member State on an EU carrier unless they have received assistance in the country of departure. You can claim your rights under the Regulation No. 261/2004 only from the carrier that operates the flight. Detailed information on your rights in respect of flights operated by NyxAir can be obtained on our Internet site and from our check-in counters and representatives at the airport.

9.2.2 You will have no other rights in respect of flight cancellation or denied boarding than those specified in the Regulation 261/2004.

9.2.3 Our liability for delay of Passenger and Baggage is set out in the applicable Convention.

## ARTICLE 10—REFUNDS

### 10.1 GENERAL

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

10.1.1 The person responsible for the refund is the merchant indicated in the statement of the credit card or bank account or in other valid document of the payment transaction. Accordingly, we are not responsible for the refund if we are not the merchant so indicated. Our refund can be processed by us or by an agent acting on our behalf if we have authorized the agent to do so.

10.1.2 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.

10.1.3 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.

10.1.4 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 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 paragraph 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 REFUND 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 thereof, 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).

10.4.2 If we or our Authorized Agent lose the Ticket or 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

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 WHOM TICKET REFUNDABLE

Voluntary refunds will be made only by us if we originally issued the Ticket and in addition, refund requests can be made to us only when we are the merchant indicated in a valid document of the payment transaction in accordance with paragraph 10.1.1.

## 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 and MP3 players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

#### ARTICLE 12—ARRANGEMENTS FOR TRAVEL EXTRAS

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. We shall have no liability to you for such services except for negligence on our part in making such arrangements.

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.

### 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 during such inspection or through your failure to comply with this requirement.

### 13.6 SECURITY INSPECTION

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

## ARTICLE 14—LIABILITY FOR DAMAGE

14.1 The liability of NyxAir are as follows:

### 14.1.1 Liability limits for Damage to Passengers and their Baggage

#### 14.1.1(a) Compensation in the case of death or injury

**There are no financial limits to the liability for Passenger injury or death.**

#### 14.1.1(b) Advance payments

If a Passenger is killed or injured, NyxAir 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**. An advance payment shall not constitute a recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases prescribed in paragraph 15.1.2 (a), or in circumstances where it is proved that the person who received the advance payment caused or contributed to the Damage by negligence, or that he was not entitled to such compensation.

#### 14.1.1(c) Passenger delays

In case of Passenger delay, Skåneflyg is liable for Damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Passenger delay is limited to 5,346 SDRs.

#### 14.1.1(d) Destruction, loss or other Damage to Baggage and Baggage delays

In the case of Checked Baggage, Skåneflyg is liable even if not at fault, unless the Baggage was defective. In the case of Unchecked Baggage, Skåneflyg is liable only if at fault. In case of Baggage delay, Skåneflyg is liable for Damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability in the case of destruction, loss or other Damage to Baggage or Baggage delay is limited to 1,288 SDRs per Passenger.

#### 14.1.2 Other terms and disclaimers:

14.1.2(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.

14.1.2(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.

14.1.2(c) 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.

14.1.2 (d) Except where other specific provision is made in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory damages for proven direct losses and, to the extent permitted by

applicable law, you agree that we shall not be liable for indirect, consequential, or any other form of non-compensatory damages.

14.1.2 (e) 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.

14.1.2 (f) You must not pack in your Checked Baggage articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value or personal essential items, such as money, jewelry, precious metals, computers, cameras, cellular telephones, electronic devices, musical instruments, glasses/sunglasses, keys, medicines, negotiable papers, securities, or other valuables, share certificates, bonds and other valuable documents, business documents, passports and other identification documents, or samples. Your right to recover damages for their destruction, loss or other Damage will be limited under the applicable Convention.

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

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

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

## ARTICLE 15—TIME LIMITATION ON CLAIMS AND ACTIONS

### 15.1 NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check 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.

### 15.2 LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an 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 16—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 and items, and the onboard consumption of alcoholic beverages.

Regulations and conditions concerning these matters are available from us upon request.

## ARTICLE 17—INTERPRETATION

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

ARTICLE 19—MODIFICATION AND WAIVER

None of our Authorized Agents, servants, employees, or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

SKÅNEFLYG AB, Jan 2022