

## PASSENGER AIR TRANSPORTATION CONTRACT INTERNATIONAL FLIGHT LEGS

### I. DEFINITIONS AND STANDARD ACCOMPLISHMENT

1. For the legal effects of this contract and for a better understanding, the following definitions shall apply:
  - a) "Ticket", "Air ticket", "Electronic Ticket" or "e-ticket", refer to the set of documents that faithfully show the celebration, conditions of air transportation and baggage control that are part of all or any of the following documents: (i) The Conditions of Air Transportation Contract set forth herein; (ii) The regulations set forth on the document called "Purchase Information" submitted by the company or reservation details submitted by any ticket agent; (iii) The magnetically recorded electronic ticket; (iv) the specific conditions applicable to the paid air fare; (v) the Boarding Pass; and (vi) the communications and air fares recorded before the Aeronautics Authorities in those countries that may require them.
  - b) "Air carrier" or "airline" means the airline that transports or promises to transport the passenger and/or his/her baggage based on this contract or who carries out any other service related to such air transportation.
  - c) "Warsaw Convention" is the Agreement that Unifies Certain Rules Relative to the International Air Transportation. It was signed in Warsaw in 1929. It was modified by Hague Protocol in 1955 and Montreal in 1975.
  - d) "Montreal Convention" is the Agreement that Unifies Certain Rules Relative to the International Air Transportation signed in Montreal, Canada on May 18th, 1999.
  - e) Decision No. 619 dated July 15th, 2005, harmonizes the standards related to passenger, transporters and air transportation operators within the Andean Community.
  - f) "LEY N° 165 GENERAL DE TRANSPORTE" "*GENERAL TRANSPORTATION LAW No. 165*", is the general standards that govern transportation within the Plurinational State of Bolivia.
  - g) "LEY N° 2902 DE LA AERONÁUTICA CIVIL DE BOLIVIA", "*BOLIVIAN CIVIL AERONAUTICS LAW No. 2902*" is the specific standard for air transportation services within the Plurinational State of Bolivia.
  - h) "D.S. N° 285. REGLAMENTO DE PROTECCIÓN DE LOS DERECHOS DEL USUARIO DE LOS SERVICIOS AÉREO Y AEROPORTUARIO" "*S. D. No. 285 REGULATION FOR THE PROTECTION TO THE RIGHTS OF THE USER OF AIR AND AIRPORT SERVICES*", is the Supreme Decree that governs the rights and obligations for air carriers, airport managers and passengers or air transportation users.
  - i) "SDR" Special Drawing Rights as defined by the International Monetary Fund
2. The passenger is obliged to get acquainted with, accomplish and follow without any objection, the regulations set forth on the General

Transportation Law No. 165, the Bolivian Civil Aeronautics Law No. 2902, S. D. No. 285 Regulation for the Protection to the Rights of the User of Air and Airport Services – approved on September 9<sup>th</sup>, 2009, on this contract and those standards and company policies established by AMASZONAS S.A.

## II. AIR TICKET OR ELECTRONIC TICKET

1. The air ticket or electronic ticket (e-ticket) is a contract of air transportation agreed upon between **COMPAÑÍA DE SERVICIOS DE TRANSPORTE AÉREO AMASZONAS S.A.** from now on referred to as AMASZONAS S.A. and the **PASSENGER**. This document is subject to the above detailed regulations which are in force within the Plurinational State of Bolivia and regulations and company policies of AMASZONAS S.A., as far as they do not violate any regulation or standard. Likewise, it sets the conditions the airline will provide and it implies the PASSENGER's familiarity and acceptance to all of them. The PASSENGER should go over the data recorded on his/her receipt and the conditions set forth by this contract before leaving the airline's offices and before the flight as well.
2. The Air Ticket is a physical, personal, untransferable and nonnegotiable document. No passenger may be accepted in a flight unless he/she bears his/her ticket.  
The electronic ticket (e-ticket) is a virtual document which represents the confirmation and payment of a reservation; so, no passenger may be accepted in a flight unless he/she bears a photo ID of himself/herself. This document must allow AMASZONAS S.A. to positively identify the passenger. This document should also be accepted by the Plurinational State of Bolivia as an official identification document. The following are considered acceptable identification documents: Bolivian Cédula de Identidad, passport or the like.
3. In case of alteration, change, modification, electronic fraud or when the air ticket or electronic reservation be used fraudfully by any other person but the bearer, AMASZONAS S.A. might null and seize the ticket or void the confirmed electronic reservation without any claim by nor refund the passenger.
4. The airline is not liable for ticket losses or in those cases described in 2.1. of this contract.
5. In case a ticket gets lost, the passenger must notify AMASZONAS S.A. in written immediately, in order to issue a new ticket previous payment.
6. The described procedure in 2. and 3. do not apply to electronic tickets (e-ticket)
7. The only way to change route and/or name on a given ticket will be done by the payment of a tariff published by AMASZONAS S.A. as long as there is a written communication by the ticket or electronic ticket bearer.
8. It is the PASSENGER's responsibility to provide AMASZONAS S.A. with true and authentic personal information as well as contact information at the departure city in case of (OW) one-way tickets, and departure and arrival in case of round trip tickets (TR). In case the required information is not true or incomplete, AMASZONAS S.A. will not be liable to inform the passenger of changes that may occur.

### **III. PASSENGER BOARDING**

1. The passenger of international flights must be at the departure airport at least two (2) hours before the flight scheduled departure time in order to go through the legal and formal migration, narcotic control and custom service procedures before his/her boarding. The flight dispatch is closed one (1) hour before the scheduled departure time; after such time, both the PASSENGER's reservation and space will be freely used by AMASZONAS S.A. without any liability.
2. "WEB CHECK IN" PASSENGERS will be expected at the airline's airport counter one (1) hour and twenty (20) minutes before the flight scheduled departure time if he/she has baggage to be checked. If the PASSENGER has only carry-on baggage, he/she must proceed to the pre-boarding area one (1) hour before the flight scheduled departure time bearing two (2) Boarding Pass copies.
3. The transportation is from airport to airport between the places and dates recorded and scheduled on the air ticket or e-ticket.
4. In order to take a flight, it is the PASSENGER's obligation to accomplish the requirements set by AMASZONAS S.A., to bear the necessary documents and to be at the airline's counters within the allowed time frame that guarantees your boarding.
5. AMASZONAS S.A. reserves the right to refuse, reject, prevent and or interrupt the transportation – without any liability – of any PASSENGER (a) with health problems; (b) under the influence of alcohol or apparent signs of intoxication that might risk the flight or passengers' safety; (c) who does not fulfill the legal or governmental requirements to take a flight and has no immigration or required health documents; (d) who is not at the airline's counters at the specified time that allows him/her to go through the check in and boarding process; (e) whose behavior threatens the order, moral and discipline throughout the flight, or whose behavior risks the flight safety on the ground or in the air. The aircraft's captain has all the privileges to deplane such passenger in the next stop over or to deviate the flight to an alternate airport under the passenger's responsibility.
6. AMASZONAS S.A. reserves the right to deny transportation to any person who acquired his/her ticket in violation of applicable laws or air carrier's tariffs, or any regulation.

### **IV. FLIGHT AND SCHEDULE ACCOMPLISHMENT**

1. It is clearly established that the times recorded on schedules or on any other place are not guaranteed nor are part of this Contract. AMASZONAS S.A. if in need can change or modify without previous advice the times recorded on the air ticket adhering to the Warsaw and Montreal Conventions, Decision No. 619 of the Andean Community as well as to the Bolivian regulations related to this matter.
2. In case a flight cannot come true in total or part due to changes and delays that result from unexpected reasons or major force events such as: adverse meteorological conditions, social commotion, terrorist acts or sabotage, accidents in the airport that interfere with aircraft operations, technical contingencies not attributed to the airline's preventive maintenance, or any other event related to air transportation that interferes with the regular

operations that cannot be controlled by the AMASZONAS S.A. The airline will not be liable for such events and will apply – for its services – the current standards for any additional service accordingly.

3. In case a reservation is confirmed (OK) or re-confirmed, the PASSENGER can cancel it, without additional payment, by advising AMASZONAS S.A. at least seventy-two (72) hours before the flight schedule time. In case the PASSENGER fails to do so within the above time period, he/she will compensate AMASZONAS S.A. for the incurred damage according to the paid fare.
4. The PASSENGER is obliged to confirm and re-confirm his/her space forth and back with at least seventy-two (72) hours in advance to the date of the flight. If he/she fails to do so, AMASZONAS S.A. will freely and without any liability use such space.
5. If the case arises and in order to fulfill its flights and schedules, AMASZONAS S.A. could change aircraft (make, type or model), change operator, or refund the air ticket or e-ticket in the affected leg of flight, according to refund procedures.
6. In reference to claims related to air transportation service, the passenger will only be allowed to file one claim at the departure or arrival country before the corresponding governmental authorities. In this way, double claim will be avoided. Claims will be taken care of in accordance to the time frame established in the corresponding laws.

## **V. CHECKED AND CARRY-ON BAGGAGE**

1. The PASSENGER's air ticket or e-ticket gives the BEARER the right to use it in the leg of flight to be flown; and to transport his/her checked baggage of up to 20 Kg (44 Lbs.) – adult passengers, and up to 10 Kg (22 Lbs.) – Child passenger. The transportation of any excess baggage is subject to available space and payment of applicable tariff on the value of the air ticket or e-ticket.
2. The allowed carry-on baggage will have a maximum weight of 3 Kg (6.6Lbs) and its volume should not exceed the limits set by AMASZONAS S.A. In case the measurements or weights are exceeded, this baggage will not be transported, being the PASSENGER the only responsible for its transportation. The custody of the carry-on baggage is of complete responsibility of the PASSENERGER, AMASZONAS S.A. is not liable for the carry-on baggage.
3. It is the PASSENGER's responsibility to carry his/her belongings in appropriate suitcases, briefcases, bags or similar containers that guarantee the transportation in a safe manner. AMASZONAS S.A. will issue one-double baggage tag for each bag submitted to it. One for the passenger and the other for the airline.
4. The baggage will be turned to the passenger in exchange of the baggage tag. AMASZONAS S.A. will hand out to the baggage to the baggage tag bearer. This means that if the baggage tag has been lost or stolen, AMASZONAS S.A. has no liability over such event.
5. AMASZONAS S.A. is liable for the checked baggage as long as it is under its custody. AMASZONAS S.A. will not be liable for any accident or damage to the baggage while it is transported from the city to the airport and vice versa.

6. In case the baggage suffers any damage, the PASSENGER must file a written claim before AMASZONAS S.A. The claim must be immediately after discovering the damage before leaving the airport; otherwise, AMASZONAS S.A. will not be liable for the damage according to current regulations.
7. High value items must be declared. AMASZONAS S.A. demands the passenger to insure them and it provides additional security measures for the transportation of declared value baggage. AMASZONAS S.A. might refuse to accept the transportation of high value items whenever part of the route will be flown by another operator who does not offer such feature. Fragile or perishable items, currency, jewelry, precious metals, electronic devices, cellular phones, computers, silverware, negotiable documents, titles and other values, commercial documents, passports and other identification documents or samples, might be accepted as checked baggage according to the current regulations; otherwise, they will be accepted as regular checked baggage and will indemnified according to the legal limits.
8. AMASZONAS S.A. liability for loss, damage or delay is limited to 1000 (one thousand) *Special Drawing Rights* per passenger, unless at the time of checking the baggage, the passenger declares its value and has paid an additional amount. If the loss, destruction or damage to baggage is partial, the indemnification will be paid according to weight, being the passenger responsible for declaring his/her belongings. If any passenger wishes to insure his/her baggage for a higher value than the airline accepts, he/she must acquire extra insurance.

## **VI. DAMAGE CAUSED TO PASSENGERS**

1. AMASZONAS S.A. liability in reference to passengers is limited to accidents and damages occurred during flight, boarding and deplaning in accordance with the Insurance Coverage Policy and current law for each of the aircraft. AMASZONAS S.A. will not be liable for any accident or damage suffered by the passenger or his/her baggage while they are commuting between the city and airport, before or after the flight.
2. In case of passenger injury or death, AMASZONAS S.A. is liable in accordance with the respective Insurance Policy. The corresponding premium payment will be made through the Insurance Company and in accordance with its conditions, procedures, terms and periods established on the corresponding Policy in accordance with current standards and laws.

## **VII. REFUNDS**

1. In case of air ticket loss, AMASZONAS S.A. will refund it deducting the applicable taxes, administrative expenses – eight percent (8%), ticket agency commission (if applicable) and Credit Card commission (if applicable), ninety days (90) days after the passenger advises the airline and only if he/she has not used the ticket within such period of time.
2. To process any air ticket or e-ticket refund the claim must be started in written as follows: For Natural Persons, by the person whose name appears on the *Factura* receipt. For Juridical Persons, by the legal representative through a letter head letter attaching a copy of the company's NIT.

AMASZONAS S.A. will refund the ticket in fifteen (15) working days starting on the day the claim is received. The refund will be made in the same manner it was originally paid for.

3. Refunds cannot be collected at the airports. They have to be collected at the airline's offices.

#### **VIII. VALIDITY**

1. Any air ticket or e-ticket is valid for its purpose for ninety (90) days starting its issuance date, unless otherwise specifically stated on the ticket itself, AMASZONAS S.A. tariff manuals, on the transport conditions or on the applicable regulations and current tariffs.
2. Before the air ticket or e-ticket becomes invalid, the passenger might request a renewal at no cost if the ticket has not been used. When an unused ticket becomes invalid, the passenger has two hundred seventy (270) days to request a refund with the following deductions: applicable taxes, administrative expenses – eight percent (8%), ticket agency commission (if applicable) and Credit Card commission (if applicable). In case of an e-ticket, the passenger might request a renewal for US\$ 10.00 (ten 00/100 United States of North American Dollars) or its equivalent in Bolivians at the day's current exchange rate. This period starts upon the invalidity date. After this period, the ticket value will be consolidated in favor of AMASZONAS S.A. without any further claim by the passenger.