

VIKING AIRLINES AB

CONDITIONS OF CARRIAGE

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ARTICLE 1 - WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these Conditions, please note that:

"We", "our", "ourselves" and "us" means Viking Airlines AB.

"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").

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

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

AUTHORISED AGENT means a passenger sales agent who has been appointed by us to represent 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, or unless the context otherwise requires, it includes both your Checked and Unchecked Baggage.

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

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

CARRIER means an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

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

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

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

CONVENTION means whichever of the following instruments are applicable:

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

- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961) (Guadalajara);
- the Montreal Convention (1999);

COUPON means both a paper Flight Coupon and an Electronic Coupon.

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 other services incidental thereto performed by us.

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

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

ELECTRONIC TICKET means the Itinerary/Receipt issued by 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.

ITINERARY/RECEIPT means a document or documents we issue to Passengers travelling on Electronic Tickets that contain the passenger 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.

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

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

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

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

ARTICLE 2 – APPLICABILITY

2.1 GENERAL

Except as provided in 2.2, and 2.3, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code (which is "VIK") is indicated in the carrier box of the Ticket for that flight or flight segment or where we otherwise have a legal liability to you.

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 OVERRIDING LAW

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

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

2.4 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, dealing with particular subjects, these Conditions of Carriage shall prevail.

2.5 CODE SHARES

On some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or Airline Designator Code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft before you make your reservation.

ARTICLE 3 – TICKETS

3.1 REQUIREMENT FOR VALID TICKET

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

3.1.2 A ticket is not transferable.

3.1.3 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide

positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.4 In case of loss or mutilation of a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon request of the Passenger, the issuer may replace such Ticket or part thereof by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and the Passenger signs an agreement to reimburse us for any costs and losses which are necessarily and reasonably incurred by us or another Carrier for misuse of the Ticket and which do not result from our own negligence.

3.1.5 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

Except as otherwise provided in the Ticket, these Conditions, or in tariffs, the Ticket is valid only for travel from the airport of departure to the airport of destination on the date and flights shown on the Ticket.

3.3 COUPON SEQUENCE AND USE

The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.4 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket.

Our address is Finspångsgatan 54A, SE-163 53 Spanga, Stockholm, Sweden.

ARTICLE 4 – FARES AND CHARGES

4.1 GENERAL

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

4.2 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 all applicable taxes, fees and charges known to us. However, as the taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance you may be obliged to pay additional taxes, fees or charges, even after the Ticket has been issued.

ARTICLE 5 – RESERVATIONS

5.1 PERSONAL DATA

You recognise 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 authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services.

5.2 SEATING

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

ARTICLE 6 – CHECK-IN/BOARDING

6.1 Your journey will be smoother if you allow yourself ample time for check-in. Please note that we reserve the right to cancel reservation of Passengers who arrive at the check-in desk later than the times indicated. Check-in times may be obtained from us or our Authorised Agents.

6.2 You must be present at the boarding gate not later than the time specified by us when you check-in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 7 – REFUSAL AND LIMITATION ON 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. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, present a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid for your Ticket or the applicable fare, taxes or charges by the required time;

7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit or you cannot prove that you are the person names in the Ticket;

7.1.9 you have not used the coupons in sequence, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

7.1.10 you fail to observe our instructions with respect to safety or security;

7.1.11 you have previously committed one of the acts or omissions referred to above.

7.2 SPECIAL ASSISTANCE

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

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 Authorised 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 or our Authorised Agents 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 or property on board the aircraft, such as those specified in the of the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous

Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having 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 Dangerous Goods Regulations as specified in 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, jewellery, precious metals, computers, personal electronic devices, fragile or perishable items, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to paragraph 8.3.2, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.5 RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search, x-ray or other type of scan be made of your person and Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 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 an x-ray or

other scan causes damages to you or your Baggage, we shall not be liable for such damage unless due to our fault or negligence.

8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions for Baggage which you carry on to the aircraft. If we have not done so, 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, subject to Articles 8.2 and 8.3.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

8.8 COLLECTION AND DELIVERY OF BAGGAGE

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

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

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

8.9 ANIMALS

We reserve the right, at our absolute discretion, to refuse to carry any animals. If we agree to carry your animals they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

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, except in the case of our own negligence, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry.

8.9.5 We will have no liability in respect of any animal not having all the necessary exit, entry, health and other documents necessary or convenient with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

8.10 DAMAGED BAGGAGE

8.10.1

It is the passenger's obligation to verify that he has the total insurance coverage as he wishes. Our responsibility for any loss, delay of or damage to baggage is strictly limited unless a higher value has been declared in advance and an additional fee has been paid. Passengers are entitled to compensation when checked baggage is lost or damaged according to EU-regulations and the Montreal convention.

Responsibility of fragile and/or valuable items lies with the traveller.

We will not be held responsible for:

- inappropriately packed, perishable, damaged or fragile items
- damage to the suitcase exterior (e.g. scratches, stains, soiling, dents)
- damaged items outside the bags interior, such as but not limited to, wheels, zippers, handles and padlocks.
- any damage done to items attached to the baggage outer side, like sleeping bags.
- car seats and not restricted to items other than suitcases and bags.
- damage as a result of unsuitable packing or not properly shut suitcase or excessive weight.
- damaged pushchairs, prams, travel systems with removable wheels where the wheels have not been removed / stowed appropriately.
- inappropriately packed liquids, gels etc
- valuable items like jewellery, money, etc

ARTICLE 9 – SCHEDULES, DELAYS, CANCELLATIONS AND DENIED BOARDING

9.1 SCHEDULES

We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. We may have to change the times of flights, often for reasons beyond our control, and consequently published times cannot be guaranteed and do not form part of your contract with us.

9.2 DELAYS DENIED BOARDING AND CANCELLATIONS

In the unlikely event that your flight is cancelled, that you are denied boarding (except where caused by reasons as detailed in Article 7) or there is a delay to your flight, you will be offered compensation and assistance in accordance with EC Regulation 261/2004. Exclusions apply where specified in EC261/2004.

9.2.1 Article 9.2.1 In the unlikely event that you are denied boarding your flight and subject to Article 7 above and subject to relevant provisions under EC Regulations 261/2004 you will be offered compensation and/or assistance in accordance with EC Regulation 261/2004.

9.2.2 In the unlikely event that a flight is cancelled, you will be offered assistance and compensation in accordance with EC Regulation 261/2004 except where the cancellation is caused by extraordinary circumstances which could not have been avoided.

9.2.3 In the unlikely event that there is a delay to your flight beyond its scheduled time of departure and in accordance with the circumstances as set out in EC Regulation 261/2004 you will be offered assistance in accordance with the provisions of EC Regulation 261/2004.

9.2.4 We will provide a complete copy of EC Regulation 261/2004 upon receiving a written request from you.

9.4 In the event of denied boarding, cancellation and delays, Persons with Reduced Mobility and any person accompanying them (as well as unaccompanied children) will be offered assistance as detailed in EC Regulation 261/2004. Persons with Reduced Mobility include any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers.

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

ARTICLE 10 – CONDUCT ABOARD AIRCRAFT

10.1 GENERAL

If in our 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.

10.2 ELECTRONIC DEVICES

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

ARTICLE 11 – ADMINISTRATIVE FORMALITIES

11.1 GENERAL

11.1.1 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.

11.1.2 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.

11.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or 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.

11.3 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.

11.4 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 and 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.

11.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

11.6 SECURITY INSPECTION

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

11.7 ADDITIONAL SERVICES

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 agent for such third party, whose terms and conditions will apply. 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 12 – SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However your attention is drawn to Article 13.13.

ARTICLE 13 – LIABILITY FOR DAMAGE

13.1 The liability of Viking Airlines AB and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are set out in this Article 13.

13.2 Save as provided below, carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the Convention applies. Nothing in these General Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

13.3 Our liability for damages sustained in the event of death, wounding or any such bodily injury by you in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

13.4 In accordance with the requirements of Article 7 of Regulation (EC) Number 2407/92 (as amended by Regulation (EC) 889/2002), we will be insured up to the limit of liability required under Article 13.5 below and thereafter up to a reasonable level.

13.5 For any damages up to the sum of the equivalent in Euros of 100,000 SDR, we shall not exclude or limit its liability by proving that we and our agents have taken all

necessary measures to avoid the damage or that it was impossible for them to take such measures.

13.6 Notwithstanding the provisions of Article 13.5, if we prove that the damage was caused by, or contributed to by, your negligence, we may be exonerated wholly or partly from its liability in accordance with applicable law.

13.7 We shall without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

13.8 Without prejudice to Article 13.7, an advance payment shall not be less than the equivalent of 16,000 SDR per Passenger in the event of death.

13.9 An advance payment shall not constitute the recognition of liability and may be off set against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases prescribed in Article 13.6 or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation. Need to add the word entitled as its currently missing

13.10 SPECIAL AGREEMENT applicable to carriage to, from or with an agreed stopping place in the United States of America (see applicable tariffs).

We shall avail ourselves of the limitation of liability provided in the Convention. In accordance with Article 22(1) of the Convention, we agree that as to all international carriage by it to which the Convention applies and which according to the contract of carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:-

1. Our liability for damages sustained in the event of death, wounding or any bodily injury by you in the event of an accident shall not be subject to any financial limit;
2. We shall not, with respect to any claim arising out of the death, wounding or other bodily injury sustained by you, avail ourselves of any defence under Article 20 of the Convention. Nothing herein shall be deemed to affect our rights and liabilities with regard to any claim brought by, on behalf of, or in respect of, any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury to you.

13.11 For carriage which is not international carriage to which the Convention applies:

1. if the law of the United Kingdom is applicable, our liability is governed by the provisions of the Carriage by Air Acts (Application of Provisions) Order 1967 to the extent such Order applies; or
2. if the Carriage by Air (Application of Provisions) Order 1967 is not applicable and unless the applicable law otherwise requires we shall be liable for damage to a Passenger or his Checked baggage only if such damage has been caused by our negligence. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.

13.12 Where your carriage is not subject to the liability rules of the Convention, carriage shall be subject to the provisions of the Carriage by Air Acts (Application of Provisions) Order 1967.

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

13.14 Unless such Damage resulted from the inherent defect, quality or vice of the Baggage, we shall be liable, up to a limit of 1000 SDRs, for destruction, loss or damage to Checked Baggage on condition that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which Checked Baggage was in our charge. If in the case of Checked Baggage a higher value is declared at the latest at check-in and, if required, you have paid the supplementary sum demanded, our liability shall be limited to such higher declared value unless we show that higher declared value is greater than your actual interest in delivery at destination. We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our fault or that of our servants and agents.

13.15 We shall be liable up to a limit of 1000 SDRs for Damage for delay of your Baggage, unless we show that we or our servants or agents took all reasonable measures to avoid the Damage or it was impossible for us or our servants or agents to take such measures. If in the case of Checked Baggage a higher value is declared at the latest at check-in and, if required, you have paid the supplementary sum demanded, our liability shall be limited to such higher declared value unless we show that higher declared value is greater than your actual interest in delivery at destination. We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our fault or that of our servants and agents.

13.16 Except where other specific provision is made in these Conditions, if we are liable to you we will compensate you for all losses and costs which you can prove you directly incurred as a result, in accordance with the applicable law, but we will not in any circumstance be liable for;

1. any losses or costs not reasonably foreseeable by us at the time the contract of carriage was concluded;
2. any losses or costs caused otherwise than by our breach of contract or breach of duty to you;
3. any loss of profits or business losses;
4. any losses which indirectly flowed from the breach of contract or breach of duty to you;
5. any indirect or consequential loss when you are travelling in the course of or for the purpose of business.

13.17 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.

13.18 We shall have no liability whatsoever for Damage to articles not permitted to be contained in Baggage under Article 8.3.

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

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

13.21 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 14 – TIME LIMITATION ON CLAIMS AND ACTIONS

14.1 NOTICE OF CLAIMS

14.1.1 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.

14.1.2 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.

14.2 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 15 – MODIFICATION AND WAIVER

These conditions may only be modified by an express agreement with you in writing made by a person properly authorised by us.

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:

1. the carriage of unaccompanied minors, pregnant women, and sick passengers;

2. restrictions on use of electronic devices and items;
3. the on board consumption of alcoholic beverages.

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

ARTICLE 17 – APPLICABLE LAW

These General Conditions of carriage shall be governed by and construed in accordance with English law.

ARTICLE 18 – 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.

Viking Airlines AB

November 2008