

General Terms of Business and Carriage for flights to/from the United States of America and Canada (GTBC of Condor US/ CAN)

Version dated July 10, 2015



Part of the Thomas Cook Group 💛

Wir lieben Fliegen.



Condor
www.condor.com

General Terms of Business and Carriage for flights to/from the United States of America and Canada (GTBC of Condor US/ CAN)

Table of contents

1. Scope	3
2. Payment and fare	3
3. Seat reservation and reservation of special services	4
4. Ticket.....	6
5. No-shows, rebooking, substitute.....	6
6. Cancellation of upgrades, cancellation of special services	10
7. Loss of tickets	10
8. Punctual appearance at the airport	10
9. Passenger conduct	11
10. Restricted or refused carriage of passengers or baggage (right to refusal of carriage).....	11
11. Carriage of animals on Condor flights	13
12. Unaccompanied minors, carriage of infants (under the age of 2 years), pregnant women and special assistance	15
13. Baggage regulations.....	16
14. Liability and claim assertion deadline.....	19
15. Flight times, delays and flight cancellations / flight time changes, passenger rights	20
16. Electronic devices, seatbelt fastening requirement, non-smoking flights, alcoholic beverages, allergies, travel documents, violation of entry regulations and legal consequences	22
17. Data protection.....	23
18. Insurance	24
19. Notice pursuant to the annex to Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02	24
20. Applicable law and judicial venue	25
21. Rail & Fly.....	25
22. International Terms and Conditions of Carriage to/from Canada.....	26

1. Scope

1.1 General

These General Terms of Business and Carriage (GTBC) apply to the air carriage contracts entered into between you and Condor in which Condor is the air carrier.

Condor has entered into agreements with other airline companies, on the basis of which Condor is listed as air carrier in the carrier column on your ticket despite the fact that the carriage may be executed by another airline company. If Condor or our airline code (DE) is entered as the air carrier, the carriage is subject to these GTBC. If your carriage is to be executed by another airline company, we will inform you of this as soon as possible. In the event that an aircraft from another airline company is used, we undertake to use only such airline companies that comply with our safety standards and that have been approved by the German Federal Aviation Authority (Luftfahrt-Bundesamt) or by the relevant European aviation authority.

1.2. Code sharing

Condor has arrangements with certain other carriers to enable Condor to provide code share service to passengers on flights operated by these carriers. Transportation provided by Condor under a code share arrangement with these carriers is designated by a flight number that includes Condor's two letter designator code "DE".

For code share services on flights operated by another carrier, Condor is responsible for the entirety of the code share journey for all obligations to passengers established in these General Terms of Business and Carriage. The conditions contained herein with respect to ticketing will apply to Condor's codeshare services on flights operated by code share-partners. However, the code share-partner's terms of carriage with respect to operation of its own flights may differ from the terms for flights which Condor operates. Such terms are incorporated herein by reference and form part of Condor's terms of carriage.

Please read closely our code sharing-partner's terms of carriage, which can be found on their respective websites. For instance and in particular, deviations and/or restrictions may exist in luggage and transport regulations, animal transport regulations, transporting unaccompanied minors, passenger rights, check-in regulations and operational delays and liability rules.

In the event that your flight is operated by one of Condor's code share-partners, the tarmac delay contingency plan of the operating carrier will apply in the event of a tarmac delay. Condor will advise you at the time of booking when a flight is to be operated by a code sharing-partner.

2. Payment and fare

2.1. Payment

The prices confirmed with the booking apply only for the carriage from the actual place of departure to the destination for the person(s) and flight times indicated in the booking confirmation. Payment is due in full when the booking is made.

Payment of the total fare can be made when booking at a travel agency, by telephone, via our website by credit card (MasterCard, VISA, American Express), by bank transfer or by direct debit. Depending on the payment type, Condor will charge a payment transaction fee for each booking. As payment is due in full when booking, your credit card will be charged or your account debited with the fare immediately and, at the same time, the carriage documents will be dispatched. Foreign bank transfers (the ordering party's account is located outside Germany) are possible only if all related fees are paid by the customer (transferring party) and

the transfer is requested in EUR; otherwise, i.e., in case of non-compliance, Condor is entitled to invoice the customer for the resulting costs and/or exchange rate differences.

The payment method "bank transfer" is available only for flights booked 20 days or more before the departure date. Because the full payment amount is due at the time of reservation, the total airfare must be transferred. If full payment of the airfare is not made within 5 days, following a payment reminder and grace period, Condor is entitled to terminate the carriage contract immediately and to cancel the reservation automatically, with payment due, under the usual cancellation terms of the tariff selected as per section 5 of the GTBC. After cancellation, there is no more duty to transport the passenger and the entire airfare must be paid as per our tariff/cancellation terms.

In cases of non-payment or late payment (default of payment), we are entitled to charge default interest. In the case of a chargeback due to incorrect information communicated by you or insufficient funds, Condor is entitled to assess a flat fee for the chargeback. In case of a chargeback, the flat fee is €10.00 per booking; in the case of a chargeback at the ticket counter the flat fee is €25.00 per booking unless you provide evidence that no (or a lower) loss has been incurred due to the chargeback.

In the event of a chargeback relating to a payment made aboard our aircraft (in-flight shopping), we are entitled to a flat fee of €10.00 for the chargeback unless you provide evidence that no (or a lower) loss has been incurred by us.

In the event of a chargeback for a direct debit authorization due to insufficient funds, Condor is entitled to debit the resulting outstanding claim, including the aforementioned chargeback fee, again via direct debit authorization from your account. At the same time, the debit authorization also applies to a one-time charge for reimbursement of any loss that may be incurred from the chargeback due to insufficient funds and the subsequent termination of the carriage contract. Therefore, the direct debit authorization provided by you also applies to claims for chargebacks due to insufficient funds and any claims for compensation of damage. Condor is entitled to have the direct debit processed by a third party.

Should no payment of the fare be made despite notice of default, Condor is entitled to cancel the carriage contract and claim compensation in accordance with the cancellation regulations applicable to the booking concerned as per section 5 of the GTBC. It is not necessary to set a payment deadline if the flight departure is imminent and a payment deadline is therefore not feasible prior to departure. In such cases, Condor may cancel the contract with immediate effect and refuse carriage.

Any partial payments you make on an existing receivable will be applied first to the oldest receivable. A payment which is insufficient to clear a receivable in full will be applied first against interest and then against the fare.

3. Seat reservation and reservation of special services

3.1. Seat reservation

Seats can be reserved up to 48 hours prior to departure. A handling fee will be charged for processing seat reservations. This service is available only on Condor flights with our airline code (DE) and Condor fleet aircraft.

On short- and medium-haul flights, seats located adjacent to emergency exits may also be reserved.

We must draw your attention to the fact safety regulations imposed by the authorities stipulate that the following groups of persons may not sit in exit rows / emergency exit seats (XL seats):

- Babies and children under the age of 12 years,
- Expectant mothers,
- Persons taking animals with them in the cabin,
- Persons with physical and/or mental impairments,
- Persons with restricted mobility due to their size, health, or age.

By reserving a seat adjacent to one of the emergency exits, you warrant that the above-mentioned criteria do not apply to you or persons booked by you. Moreover, you must be prepared to assist the on-board staff in an emergency. This requires that you can follow the crew's instructions given in German or in English. Should this not be the case, Condor is entitled to assign another seat to the person concerned without entitling him or her to reimbursement of the seat reservation charge paid. Should it prove impossible to assign an alternate seat to the person concerned, having exhausted all available options Condor is entitled to refuse carriage.

The seat reservation and the costs involved apply from the last German airport to the first foreign airport and vice versa.

Children aged 2-11 pay the adult fare for a seat reservation.

We advise you to make your seat reservations in good time, no later than 48 hours prior to departure. The reservation can also be made with us after you have booked or in the case of package tour customers.

For Condor Business Class and Premium Class customers, the seat reservation, if available, is included in the fare at no extra charge.

Unfortunately your seat reservation will not be considered when there is a change of aircraft type.

The seat reservation charges can be found on Condor's website (www.condor.com).

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

3.2. Reservation of special services

You can book numerous other special services with Condor such as the carriage of sports equipment and special baggage, and premium and special meals. In the event that a reservation is changed or a special service cancelled, Condor is entitled to charge a processing fee of €10 per special service booked or reservation made.

Special services are payable directly when booking by credit card or via the electronic direct debit method of payment.

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

3.2.1. Premium and special meals

Instead of the regular on-board service, we also offer a selection of special meals (premium meals) on our international flights. Moreover, it is possible to order the following special meals at the above-mentioned prices per person and route - vegetarian, diabetic, gluten-free, Muslim, Kosher, lactose-free, and children's meals. The order can be placed directly at the time of booking, or through your travel agency or our service center if placed in good time (no later than 48 hours) prior to departure.

The charges for these services can be found on Condor's website (www.condor.com).

4. Ticket

Condor renders the agreed carriage service only on behalf of the passenger named in the ticket or other carriage document; the passenger must verify his or her identity by way of a valid ID document. The passenger's first name and surname must match. Carriage documents are non-transferable. If you are not travelling with an electronic ticket, you have an entitlement to carriage only upon presentation of a valid carriage document issued in the name of the passenger in conjunction with a valid ID document. When booking, please ensure that your name and that of any persons travelling with you fully correspond with those shown in the relevant ID documents you carry with you.

5. No-shows, rebooking, substitute

5.1. No-shows

In accordance with the regulations set out below, you are entitled at any time to cancel the carriage contract prior to the departure of the flight. In your own interest and in order to avoid any misunderstandings, you are urgently advised to do so in writing and indicate your booking or reference number. Not showing up for a flight is also considered by us to be a cancellation thereof. The receipt of your cancellation either by us or by our contractual partners during standard business hours determines the point in time at which you cancel the carriage contract.

In the case of cancellation, we are entitled to demand payment of the agreed remuneration. However, we set off against this the amounts that we usually save due to the cancellation of contract or that we have acquired by way of alternative use.

The compensation due us is based on the price of carriage excluding tax and fees. Other terms of compensation apply to special reservations and seat reservations.

The flat-rate amounts are rounded to the next full euro. You are entitled to prove to us that no loss at all or significantly less loss has been incurred. The service charge we assess when booking cannot be refunded.

Zone division:

The flights are divided into different zones, depending on the flight route or the last destination served by a flight with the DE code.

Zone 1: Balearic Islands, Spanish and Portuguese Mainland, Bulgaria, Croatia

Zone 2: Canary Islands, Madeira, Turkey, Greece, Cyprus, Egypt, Morocco, Tunisia, Gambia

Zone 3: Eastern Africa, United Arab Emirates, Asia, Central & South America, Caribbean (excluding Puerto Rico)

Zone 4: Southern Africa, Indian Ocean

Zone 5: USA, Canada, Puerto Rico

5.2. Cancellation Fees

In case of a cancellation, we are entitled to the agreed compensation. However, we charge what we would have usually saved as a result of the termination of the contract or earned through different use.

The compensation we are entitled to is based on the price of carriage before taxes and fees. For special and seat reservations, different compensation regulations apply.

The flat-rate amounts are rounded to full euro amounts. You have the right to prove to us that no loss or a much lower loss was incurred. The service charge we debited during booking cannot be reimbursed.

The above regulations apply accordingly in the event of the termination of the carriage contract by Condor, should the circumstances in section 2.1 (payment default of the client) arise.

5.2.1. Economy Plus, Premium Plus, Business Plus (tariff code “N”)

- Until 29 days prior to the departure of the first flight booked:

Zones 1–2	EUR 30 per person and route
Zones 3–5	EUR 60 per person and route
- Starting from the 28th day up until 24 hours prior to the departure of the first flight booked and, in the case of a cancellation after a previous rebooking, starting from 28 days prior to the departure of the first flight booked:

Zones 1–2	EUR 30 per person and route plus 25% of the fare and
Zones 3–5	EUR 60 per person and route plus 25% of the fare and
- Starting 24 hours prior to the departure of the first flight booked, no refund is possible. In the case of passengers showing up for the outward flight but not for the return flight, no refund is possible for the latter.

5.2.2. Economy Classic, Premium Classic, Business Classic (tariff code “SPO”)

In the case of cancellations or no-shows for a flight booked at the Base Rate, no refund of the fare is possible.

In the case of cancellation of the carriage contract, any tickets that may have already been provided to the customer are to be returned as otherwise we will have to charge the full price of carriage.

5.2.3. Economy Light (tariff code “LM”)

In the case of cancellations or no-shows for a flight booked at the Base Rate, no refund of the fare is possible.

In the case of cancellation of the carriage contract, any tickets that may have already been provided to the customer are to be returned as otherwise we will have to charge the full price of carriage.

5.3. Rebooking Prior to Departure of the First Flight Booked

Rebooking is only possible within the same season (summer season 1 May – 31 October / winter season 1 November – 30 April) and subject to retention of the original zones (zone 1, zone 2, zones 3-5). Rebooking for the following season is not possible. Rebooking from originally higher priced departures to lower priced departures is only possible if the original fare is maintained. In the case of rebooking to a higher priced departure, the price difference to the higher fare at the time of rebooking (fare on the day concerned) is payable and due with immediate effect.

If changes are made to the date, destination, passenger, or departure airport after the flight has been booked but prior to the departure of the first flight, a flat-rate rebooking charge is applied per passenger concerned.

5.3.1. Economy Plus, Premium Plus, Business Plus (tariff code “N”)

- No rebooking charge.
- Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.

5.3.2. Economy Classic, Premium Classic, Business Classic (tariff code “SPO”)

EUR 30 per person and route until 24 hours prior to the departure of the first flight booked for zones 1 and 2; small children (under 2 years) free of charge.

EUR 60 per person and route until 24 hours prior to the departure of the first flight booked for zones 3-5; small children (under 2 years) free of charge.

Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.

5.3.3. Economy Light (tariff code “LM”)

Rebooking is not possible.

5.4. Rebooking Following Departure of the First Flight Booked

For bookings in the tariffs Economy Plus, Premium Plus, and Business Plus, as well as Economy Classic, Premium Classic, and Business Classic, a change of the originally booked return flight is possible subject to regulatory approval until 24 hours prior to the originally booked return flight, depending on availability of seats, in either the same or a higher tariff category. In the tariffs Economy Classic, Premium Classic, and Business Classic, any tariff differences are payable as well as a flat-rate rebooking charge of EUR 30 per person (zones 1 and 2) or EUR 60 per person (zones 3–5). In the tariffs Economy Plus, Premium Plus, and Business Plus, any tariff differences are payable. In the Economy Light tariff, rebooking is not possible after departure of the first flight booked.

Settlement of the rebooking fees and any tariff differences that may be incurred is only possible after the departure of the first flight booked by credit card or via direct debit (SEPA direct debit mandate).

5.5. Substitutes

For bookings in the tariffs Economy Plus, Premium Plus, and Business Plus, as well as Economy Classic, Premium Classic, and Business Classic, the nomination of a substitute within the tariff booked is allowed for the entire carriage service until 24 hours prior to the departure of the outward flight. A subsequent amendment of bank or credit card data is not possible in connection with a name change. The contractual partner and the substitute are jointly and severally liable for the carriage costs.

In the event of a name change or naming of substitutes, the price difference to a potentially higher fare at the time of booking is payable.

The following flat-rate charges are assessed for name changes:

5.5.1. Economy Plus, Premium Plus, Business Plus (tariff code “N”)

- No rebooking charge.
- Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.

5.5.2. Economy Classic, Premium Classic, Business Classic (tariff code “SPO”)

EUR 30 per person and route until 24 hours prior to the departure of the first flight booked for zones 1 and 2; small children (under 2 years) free of charge.

EUR 60 per person and route until 24 hours prior to the departure of the first flight booked for zones 3-5; small children (under 2 years) free of charge.

Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.

5.5.3. Economy Light (tariff code “LM”)

Rebooking is not possible.

5.6. Special Terms of Carriage with Code Share-Partners

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

5.7. Allowing reservations to be cancelled without penalty for a defined amount of time

Only for travel from/to the United States, if your reservation is made one week or more prior to a flight's departure and you re-book or cancel your reservation within 24 hours after your reservation, no cancellation fee or penalty will apply, i.e. if purchased at 2 p.m. on Monday, it may be cancelled until 2 p.m. on Tuesday.

If your reservation is made one week or less prior to its flight departure, a cancellation within 24 hours or later after purchase is still possible considering the conditions of cancellation/refund of your ticket.

6. Cancellation of upgrades, cancellation of special services

6.1. Cancellation of upgrades

The above-mentioned cancellation and rebooking fees apply exclusively to the price of carriage. The cancellation of upgrades for Premium Class and Condor Business Class bookings are subject to other terms of cancellation and rebooking. The terms concerned apply exclusively to the price of carriage in a higher booking category.

6.2. Condor Business Class

In the case of cancellations up to 24 hours prior to the contractually agreed outbound flight or return flight, the fee amounts to 50% of the upgrade price. In the case of rebooking up to 24 hours prior to the contractually scheduled flight departure, the cost incurred amounts to 10% of the upgrade price.

No cancellations or rebookings are possible on the day of departure. In the case of a cancellation of your Business Class booking, we will attempt to find an alternative use for your booking. You are entitled to prove to us that no loss at all or significantly less loss has been incurred.

6.3. Premium Class

In the case of cancellations up to 24 hours prior to the contractually agreed outbound flight or return flight, the fee amounts to 50% of the upgrade price. In the case of rebooking up to 24 hours prior to the contractually scheduled flight departure, the cost incurred amounts to 10% of the upgrade price.

No cancellations or rebookings are possible on the day of departure. In the case of a cancellation of your Premium Class booking, we will attempt to find an alternative use for your booking. You are entitled to prove to us that no loss at all or a significantly lower loss has been incurred.

6.4. Cancellation of special services

You can book numerous other special services with Condor such as the carriage of sports equipment and special baggage, and premium and special meals. In the event that a reservation is changed or a special service cancelled, Condor is entitled to charge a handling fee of €10 per special service booked and/or reservation made.

6.5 Code Share

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

7. Loss of tickets

In the event of lost tickets (paper tickets), we will charge a handling fee of €50 per ticket for issuing new travel documents.

8. Punctual appearance at the airport

The check-in deadline applicable to you depends on the distance of the flight booked and/or on the departure airport concerned. We define the check-in deadline as the point in time set by us at which you must have shown up at the check-in / passenger handling counter. Kindly give due consideration to the check-in deadlines quoted below when planning your journey. In order to ensure that the flight is checked in smoothly and departs on time, you are urgently advised to comply with the deadlines set out below as otherwise, in the case of your late

appearance at the check-in counter, we are entitled to cancel your booking and refuse your carriage. We assume no liability for any damage and expenses you may incur due to such violations of this collateral duty as are your sole responsibility.

We hereby agree with you that you must have appeared at the check-in counter / passenger handling area within the times set out below (check-in deadlines):

in the case of short- and medium-haul flights 90 minutes prior to the departure time shown in the ticket,

in the case of long-haul flights 120 minutes prior to the departure time shown in the ticket and in the case of flights to the USA/Canada 180 minutes prior to the departure time shown in the ticket.

In the case of a Business Class booking, kindly turn up at the check-in/passenger handling counter no later than 60 minutes prior to the departure time shown in the ticket.

Irrespective of the carriage category booked, all our passengers are subject to the requirement that they must be in possession of their boarding cards and have completed all check-in formalities no later than 45 minutes (no less than 60 minutes for long-haul flights) prior to the departure time shown in the ticket.

Due to the safety regulations applying at the time and checks carried out on both persons and baggage, we hereby notify you that you should proceed to the gate indicated on your boarding card and await the announcement that the aircraft is ready for boarding immediately after check-in procedures have been completed. You must have made your way to the gate no later than the point in time indicated to you at the check-in / passenger handling counter for the purpose of boarding the flight booked by you and for which you have already checked in; otherwise we are entitled to cancel your booking and refuse your carriage in order to avoid any boarding and flight departure delays. We assume no liability for any damage and expenses you may incur as a result.

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

9. Passenger conduct

In the event that your conduct during check-in procedures, boarding or on board is such that you pose a risk to the aircraft or for persons or objects on board, you disturb the crew in the execution of their duties or do not follow the crew's instructions including those relevant to the ban on smoking or to the use of alcohol or drugs, or that you inconvenience or harm other passengers or members of the crew, we reserve the right to take any measures necessary to prevent the conduct, including restraining you and refusing your carriage.

10. Restricted or refused carriage of passengers or baggage (right to refusal of carriage)

Condor may refuse the carriage or continued carriage of a passenger or his baggage or prematurely interrupt the carriage concerned if one or more of the following points apply:

10.1.

The carriage violates applicable law, the applicable regulations or conditions imposed by the country of departure or destination or by the country over which the flight passes;

10.2.

The carriage endangers the safety, order or health of the other passengers or crew members

or represents an unreasonable burden on their carriage;

10.3.

The passenger's mental or physical state of health including any alcohol-, drug- or allergy-related impairment poses a danger or a risk to himself or herself, to other passengers, to the crew members or to property; or

10.4.

The passenger's conduct on an earlier flight constitutes significant grounds to assume that such conduct may be repeated; or

10.5.

The passenger refuses a security check of his/her person or baggage; or

10.6.

The applicable fare, taxes, fees or surcharges (including for previous flights) have not been paid; or

10.7.

The passenger is not in possession of valid travel documents, or the passenger wants to enter a country that he/she is only entitled to pass through, or for which he/she does not have valid entry documents; the travel documents were destroyed during the flight or the passenger refused to provide them to the crew, despite being requested to do so in exchange for a receipt; or

10.8.

A pneumatically or electrically powered device must be used in flight for medical reasons.

10.9.

The baggage cannot contain items that are likely to put the aircraft, persons or objects on board at risk, as listed in the ICAO and IATA rules governing the carriage of hazardous goods which are available from us or from the travel agency issuing the ticket. These include, but are not limited to, explosive substances, compressed and liquid gases, oxidizing, radioactive or magnetizing substances, highly flammable substances, toxic, infectious or aggressive substances and all other liquid substances.

10.10.

The baggage cannot contain items which are prohibited for carriage according to the relevant regulations imposed by the country of departure, the country of destination or by the country over which the flight passes.

10.11.

Lithium batteries or lithium accumulators (common in electronic devices such as laptops, mobile phones, watches, cameras) can be carried only in carry-on baggage. Further details can be found on Condor's website (www.condor.com).

10.12.

If you carry on your person or in your baggage weapons of any kind, including but not limited to (a) firearms, blunt or sharp weapons as well as sprayers that can be used for attack or defense purposes (b) ammunition and explosive substances (c) objects that due to their external form or markings give the impression of being weapons, ammunition or explosive substances, you are obliged to notify us of this prior to starting your journey. The carriage of such objects is only allowed if they are conveyed as cargo or checked in as baggage in accordance with the regulations governing the carriage of hazardous goods.

Police officers who are required to carry weapons as part of their professional duties must surrender their weapons to the captain in charge during flight.

10.13.

Weapons of all kinds, including but not limited to firearms, blunt or sharp weapons and sprayers. Hunting and sporting weapons may be allowed as baggage at our discretion. They cannot be loaded and must be transported in a locked, standard case. The transport of ammunition is subject to the ICAO or IATA hazardous goods regulations.

10.14.

Electronic cigarettes ("E-Cigarettes") are not permitted in checked baggage and can be carried only in carry-on baggage.

10.15.

Items that are dangerous or unsafe on account of their weight, size or type or are unsuitable for carriage due to their perishable, fragile or especially delicate nature. Further details in this respect are available from us or our authorized agents.

10.16.

Should any of the above-mentioned items be contained in your checked baggage and be discovered therein via security checks, the items concerned must be removed from your baggage. To this end, your item of baggage must be opened and the dangerous item removed. No liability for the item removed is assumed by Condor. We assume no liability for any damage to the item of baggage or its contents incurred due to the opening of the item of baggage and the removal of the offending item.

10.17.

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

11. Carriage of animals on Condor flights

11.1.

The transport of dogs, cats and other domestic animals is subject to Condor's consent. The following conditions must be met:

In general, Condor only transports dogs and cats within the EU if they are at least 4 months old; dogs and cats from unlisted third countries must be at least 7 months old.

In addition, the animals must be properly contained in travel crates and have valid health and vaccination certificates, entry permits and other entry or transit documents as required by the applicable countries. Condor reserves the right to define the type of carriage and the maximum number of animals permitted per flight.

11.2.

The weight of the animals, of the travel crates and pet food are not included in the passenger's free baggage allowance. There is a fee to transport animals. In addition, the special terms of 11.3 will apply.

The animal carriage charges and other information can be found on Condor's website (www.condor.com).

11.3.

Guide dogs and similar assistance dogs, their travel crates and pet food will be transported without an additional fee and will not be applied to the free baggage allowance. These animals will be transported free of charge in the cabin provided that the passenger provides proof of medical necessity. Animals traveling in the cabin (possibly including their travel crates) must fit under the foot area of your seat in the carriage category class booked and be properly secured for the entire flight.

For flights to or from the US, passengers can transport an emotional support or psychotherapy dog free of charge in the cabin. To do so, they must submit current documentation (i.e. no older than one year at the time of the passenger's first planned flight) on the letterhead of an accredited mental health professional (such as a psychiatrist or psychologist, certified clinical social worker or general physician, who is specifically treating the passenger's mental or emotional disorder) that credibly states that (1) the passenger suffers from a mental or emotional disorder that is listed in the "Diagnostic and Statistical Manual of Mental Disorders - Fourth Edition (DSMIV); (2) the passenger requires the psychotherapy dog during flights and/or activities at his or her destination; (3) the person issuing the affidavit is an accredited mental health professional and the passenger is under his or her care; and (4) the date and type of accreditation of the mental health professional is listed, along with the state and/or jurisdiction where it was issued.

11.4

Passengers who wish to travel with an assistance or therapy dog are asked to notify us at least 48 hours before departure and to arrive at the check-in counter at least one hour before the final check-in time indicated.

Please note: in order to ensure a safe and trouble-free flight, the animal must be trained to behave properly in a public environment. We allow passengers to transport animals in the cabin only under the condition that the animal obeys its owner and acts properly. If the animal does not act properly, the passenger may be asked to put a muzzle on it during transport, to have the animal transported in the baggage compartment (if a travel crate is available), or alternatively, transport may be refused.

11.5.

It is the passenger's responsibility to be fully informed about the pertinent country's regulations and requirements concerning the entry or transit of the animal as specified by the relevant authorities. Condor does not check or verify the information provided by the passenger or the passenger's documents for accuracy and completeness. In addition, it is the passenger's responsibility to obtain and carry all necessary documents required for the transportation of the animal (entry and transit documents, veterinary health documents and other papers). Furthermore, Condor is not liable for consequences, losses, or expenses due to the passenger's failure to observe the respective country's valid regulations for the entry or transit of the animal or to the passenger's failure to present the proper entry, exit, health, or other papers, this also applies to and includes reentry into an EU country. If the aforementioned valid regulations are violated, the passenger is obligated to pay the fine and/or the expenses (especially quarantine costs) imposed on Condor by the country concerned or, in case of advance payment by Condor, to reimburse Condor. The passenger is also obligated to pay the applicable fare if Condor is required to transport the animal to the point of departure or another location by official order. For payment of the fare concerned, Condor can use the money paid by the passenger for unused carriage or any means of payment of the passenger that is in the possession of Condor at the time. No refund is made for the fare paid for carriage to the place of refused entry or deportation of the animal. The passenger is liable for all damage caused by

the animal to Condor or to third parties within legal limits, and indemnifies Condor from all liability in this respect.

11.6.

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

12. Unaccompanied minors, carriage of infants (under the age of 2 years), pregnant women and special assistance

12.1. Unaccompanied minors (UM)

Children aged 5 up to and including 11 years can also travel without a companion if the assistance service is used.

Children under the age of 5 must always travel with their parents, siblings aged 16 or over, or other persons aged 18 or over. We will treat juveniles traveling alone up to the age of 16 as unaccompanied minors upon the express wish of the parents.

The charges for this service can be found on Condor's website (www.condor.com).

The assistance service must be registered for, no later than 48 hours before departure. A children's meal can be ordered at no additional cost if desired and we will reserve a seat free of charge.

Please note that in the event of feeder flights to and/or from departure and/or destination airports, other airline carriers may also charge an assistance fee. For information, please contact the respective airline.

At the departure airport, we require the full details (name, address, telephone number) of the accompanying person bringing the child to or collecting the child from the UM service provision point. If this person is not the child's parent, we require an authorization from the parent for checking in and picking up the child. For security reasons, the accompanying person must be able to identify himself/herself, via a valid photo ID, when checking in or picking up the child.

Where permitted by the respective aviation authorities, the child can be accompanied to the departure gate. Accompanying the child to the departure gate is permitted and obligatory at all German airports.

In all cases, the accompanying person must remain at the airport until the flight has departed. Condor staff will assist the child at transit airports and on board the aircraft.

12.2. Carriage of infants (under the age of 2 years) and children

In cases where a child under 12 years of age is accompanied by only one parent, it helps to avoid misunderstandings and complications if written confirmation from the other parent authorizing the execution of the flight(s) with the accompanying parent can be presented.

No more than one infant (under the age of 2 years) can be conveyed per adult without the infant requiring a separate seat. A second infant (under the age of 2 years) can be conveyed on request accompanied by one adult only if a seat is booked for the second infant (under the age of 2 years) at the regular fare.

An infant (under the age of 2 years) must be booked as a child paying full fare and paid for as such, both for the outbound flight and return flight, if the infant concerned reaches the age of 2 years prior to the return flight.

As a special service for families with infants (under the age of 2 years), Condor offers the

possibility of making advance seat reservations free of charge. Seat reservations for families with infants (under the age of 2 years) without a separate seat, comprising two adults, at least one infant (under the age of 2 years) and accompanying siblings aged 2-11 years, are made at no cost. Following punctual registration up to 48 hours prior to the scheduled departure, Condor will provide bassinets / baby carriers on board for infants up to approx. 6 months and/or max. 8 kg. However, please note that this service cannot be provided in all classes, nor on any feeder flights to and/or from departure and/or destination airports operated by other airline companies.

12.3. Pregnant women

For safety reasons, pregnant women are not permitted to fly on Condor starting in the 36th week of pregnancy (the 32nd week in the case of multiples). Between the 28th and 36th weeks of pregnancy (only until the 32nd week in the case of multiples), a physician's certificate stating that the pregnant woman is able to fly must be presented. This certificate must be dated not more than ten days prior to departure.

12.4. Special assistance

Condor endeavors to provide passengers with special needs (e.g. reduced mobility, and other disabilities, expectant mothers, persons with health issues) dignified, professional, and courteous service at all times. Please let us know you will need this assistance when making your reservation. 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.

12.5. Particularities in case of transportation with code sharing partners

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

13. Baggage regulations

All passengers may take a limited quantity of baggage with them on flights which is conveyed as free baggage. Free baggage allowances for bookings in the tariffs Economy Plus, Premium Plus, Business Plus and Economy Classic, Premium Classic, Business Classic are indicated on your ticket and/or the invitation tender on which your offer to conclude an air carriage contract is based. No free baggage is included for bookings in the Economy Light tariff. The carriage of such baggage that exceeds the free baggage allowance and the carriage of special baggage are subject to a fee. At the check-in counter, random checks will be carried out on your baggage. We would like to point out that the items listed in Section 10 may be contained in neither your checked baggage nor your carry-on baggage. Additionally, we wish to advise you that your carry-on baggage may contain no pointed and sharp objects such as knives, scissors or the contents of a manicure set, etc. Such items belong in the checked baggage.

If feeder flights to and/or from departure and/or destination airports for your Condor flights are used that are executed by another airline company, the General Terms and Conditions of the Carriage of Passengers and Baggage of the airline company concerned apply for the entire route of the given feeder flights. Insofar as you have reserved special services or registered special baggage, the reservation concerned applies to the route served by Condor only. The same applies to reductions and/or benefits passengers are entitled to by way of their bookings in our Business Class or Premium Class.

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

The fees for excess baggage can be found on Condor's website (www.condor.com).

13.1. Carry-on baggage

You may take on board with you, free of charge, one item of carry-on baggage with a maximum weight of 6 kg. Moreover, you are also permitted to take on board a small handbag, a laptop including its case, an umbrella and any walking aid you may need. The dimensions of the carry-on baggage may not exceed 55 x 40 x 20 cm. Insofar as the maximum permitted weight and/or permitted dimensions for carry-on baggage is/are exceeded, we are entitled to demand payment of a surcharge for excess baggage. Moreover, our ground and on-board staff members are obliged for safety reasons to stow excess items of baggage in the hold with other baggage. In cases of non-compliance with the weight and dimension restrictions, we cannot be made liable for any valuables and fragile items contained in carry-on baggage that has to be checked in.

In all cases, carry-on baggage must fit under the seat in front of you or in the overhead bins. If your carry-on baggage does not meet the requirements concerned or comply with the relevant safety regulations, it has to be conveyed as checked baggage. Such items as are then unsuited to carriage in the hold (e.g. fragile musical instruments) are accepted for carriage in the cabin only in cases where they have been registered with us in advance and we have confirmed their carriage. In such cases, the carriage of this special baggage is subject to payment of the relevant charges.

In accordance with Regulation (EC) 1546/2006, you may take on board all flights departing from European airports (including international flights) in your carry-on baggage liquids, pressurized containers (e.g. sprays), pastes, lotions and other gel-like substances, not to exceed 100 ml per packaging unit. The quantity printed on the container, not the actual contents, will apply. The individual containers must fit fully into a re-sealable, transparent plastic bag with a maximum capacity of one liter and will be checked at the security counter. Only one bag per passenger is permitted. Special regulations apply to medicines and baby food. Various non-EU states have introduced the same or similar regulations. Passengers can obtain further information in this respect from us or our authorized agents.

13.2. Excess baggage

In the event that your carry-on baggage exceeds the maximum weight for carry-on baggage and/or total baggage allowed for the given flight, we are entitled to charge a fee for the excess baggage.

The excess baggage charges can be found on Condor's website (www.condor.com).

In the event that you leave baggage behind at the check-in counter or departure gate, we assume no liability whatsoever for the baggage concerned. Should costs be incurred for the baggage you leave behind or for its safe custody or disposal, the costs concerned are payable by you.

13.3. Child car seats on board Condor flights

An EU ruling on the safety restraint of infants (under the age of 2 years) in aircraft has been in force since 16 July 2008. According to the provisions set out under this directive, infants (under the age of 2 years) are to be restrained either via a loop belt or via child safety seats. Condor recommends the use of an approved child safety seat during the flight, particularly for infants (under the age of 2 years). Kindly note that you will have to book a seat for the infant

(under the age of 2 years) as a child paying full fare. Certain seats are designed to accommodate child safety seats on board. If you wish to use your child safety seat on board, kindly register it with us in good time (Monday to Friday, at least 48 hours prior to departure).. Non-registered child safety seats will not be assigned dedicated seats without prior booking, and carriage in the cabin may be refused.

Qualification procedure for child restraint systems for use in aircraft in accordance with TÜV Doc.: TÜV/958-01/2001

- Child safety seats that have been licensed and appropriately coded by the relevant authorities of a given EU member state, the FAA (aviation authority in the USA) or Transport Canada (on the basis of a national technical standard) for exclusive use in aircraft.
- Child safety seats that have been licensed pursuant to the UN standard ECE R 44, -03 or a later version for use in motor vehicles.
- Child safety seats that have been licensed pursuant to the Canadian standard CMVSS 213/213.1 for use in motor vehicles and aircraft.
- Child safety seats that have been licensed pursuant to the US standard FMVSS no. 213 for use in motor vehicles and aircraft and have been manufactured in accordance with this standard on or after 26 February 1985. US-licensed child restraint systems that were manufactured after this date must carry a sticker with the following text in red:

- 1) "THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS" and
- 2) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT".

In addition, child safety seats must be approved for securing via two-point belts (lap belts).

We apologize for any inconvenience caused due to the fact that as a rule, we may permit the use of only this type of child safety seat on board. Should a seat fail to comply with these requirements, our flight attendants are entitled to refuse the use of the seat concerned and stow it separately in the hold. In such cases, infants (under the age of 2 years) will be restrained via a loop belt or on the lap of the accompanying adult. No refund for the cost of the infant's (under the age of 2 years) own seat is possible in such cases.

13.4. Carriage of sport weapons and special baggage

The carriage of special baggage and other sport equipment is subject to payment of the relevant charges.

For our guests booked in the Condor Business Class, we will convey one piece of sports equipment without a surcharge. Timely registration thereof is required no later than eight hours prior to departure. Kindly register your sports equipment free of charge via our service center or a travel agency of your choice. In the event of failure to register on time, we cannot guarantee carriage of these items.

The special and excess baggage charges can be found on Condor's website (www.condor.com).

13.5. Transport packaging for special baggage and sports equipment

The carriage of special baggage and sports equipment is possible only in suitable transport packaging or transport containers. Each item of sports equipment must be packed and checked separately, i.e. separate from the normal baggage you check. Failure to comply with

this will result in your entire baggage being charged at current excess baggage rates which could possibly exceed the flat-rate charge for special equipment and sports equipment. The staff members at the check-in counter reserve the right to carry out random checks on special baggage and sports equipment and, if necessary, to refuse carriage in the event of non-compliance with the relevant regulations. Please note that sports equipment may contain no articles other than those required specifically for carrying out the sports activity concerned – this applies above all to clothing. For the carriage of canoes and kayaks, we will require a recourse disclaimer. Kindly note that special baggage and sports equipment must be registered. Registration thereof is only possible up to eight hours prior to departure.

No registration of special baggage is required in respect of strollers, buggies, child travel beds and child car seats if the items concerned are not to be used on board. Moreover, sunshades and excess baggage in suitcases up to 20 kg over the free baggage allowance do not have to be registered. Due to the extended period of time needed for checking in special baggage and sports equipment, you are kindly asked to report to the check-in counter no later than 120 minutes (in the case of USA/Canada flights, 180 minutes) prior to the scheduled departure time. The charges for the carriage of special baggage and sports equipment as well as for excess baggage are payable when registering by credit card or via direct debit, but no later than at the time you check in. Subsequent payment is not possible.

In the event that feeder flights to and/or from departure and/or destination airports are used, the terms of the airline company executing the first flight segment apply for the entire route. You are urgently advised to contact the airline company concerned in advance for any information you may require.

14. Liability and claim assertion deadline

As far as the liability of Condor and other such companies that execute carriage-related activities is concerned, the respective terms and conditions of the given company apply. If the flight is being operated by a code sharing-partner, the special terms pursuant to Section 1.2 of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

The carriage of persons, baggage and freight is subject to the convention of 28 March 1999 for the standardization of certain regulations concerning international carriage by air (Montreal Convention) and to Regulation (EC) 2027/97 as amended by Regulation (EC) No. 889/02. The Montreal Convention regulates and limits the liability of Condor in respect of death or personal injury as well as of the loss of or damage to baggage and of delays.

Liability is limited according to the Montreal Convention as follows:

- There are no maximum liability limits in respect of the death or personal injury of passengers. In the case of personal injury up to an amount of 113,100 SDRs (approx. 133,200 euros) Condor is excluded from raising objections based on culpability. However, if an injured party was partly responsible for the injury, the standards of the applicable laws regarding the exclusion or reduction of duty for compensation due to joint responsibility will apply. For any damage in excess of the above, Condor is not liable if it can prove that the damage is not attributable to illegal and culpable action or neglect on its part or on the part of persons appointed by it or is exclusively attributable to the illegal and culpable action or neglect of a third party (Article 21 MC). Condor will pay an advance amount for coverage of the immediate economic needs of the claimant concerned of no less than 16,000 SDRs (approx. 19.963 euros) within 15 days of ascertainment by the person entitled to compensation of damages.

- In the case of the destruction, loss in full or in part, damage or delay of checked baggage, liability is limited to 1,131 SDRs (approx. 1,332 euros). In the event that the value of the baggage you check exceeds this amount, you should provide the air carrier with notification to this effect or ensure prior to the journey that your baggage is fully insured.

The price of carriage does not include insurance. You are urgently advised to obtain insurance covering cancellation of travel as well as loss of or damage to baggage. We would be pleased to broker such coverage via our insurance partner Europäische Reiseversicherung AG, Rosenheimer Strasse 116, 81669 Munich, Germany. We are not responsible for claims settlement.

- In case of the delay of carriage of the passenger by air, liability is limited to 4,694 SDRs (approx. 5,528 euros).

Any damage, loss in full or in part or destruction of baggage must be reported to us in writing as soon as possible. In the case of damage or loss in full or in part, notification of the damage or loss must be made at the airport; you will be provided with a PIR. If the checked baggage is accepted at the baggage delivery point, we assume (unless proof to the contrary is supplied) that we delivered the checked baggage to you in an undamaged and complete state. Any scratches, small dents and scrapes do not constitute damage to the checked baggage, as these are signs of the wear and tear caused by the intended use. Kindly ensure that your baggage is capable of withstanding the stress and strain of air carriage and is above all adequately waterproofed. The limitations of liability do not apply insofar as damage is attributable to wilful or negligent behavior on the part of Condor.

In the case of damage to or the partial loss of checked baggage, written notification to this effect must be sent to us without delay, but no later than 7 days after you are in possession of the baggage or within 21 days in the case of delayed baggage. The time of mailing the written notification applies. The supply of a PIR does not equate to compliance with the above-mentioned deadlines.

If the damage is attributable in part to the culpable behavior of the party suffering the damage, the relevant statutory requirements in respect of the exclusion of or reduction in the obligation to pay compensation apply in the case of contributory negligence by the injured party. This also applies to the extent the party suffering the damage fails to meet with his obligation to mitigate and minimize loss.

Condor is not liable for any damage arising from its compliance with statutory requirements or your non-compliance with duties arising from the requirements concerned.

The provisions set out under the Montreal Convention remain unaffected by the above-mentioned requirements.

Claims for compensation may be asserted only within a period of two years starting from the day on which the aircraft reaches its destination, on which it should have reached its destination or on which carriage was interrupted.

15. Flight times, delays and flight cancellations / flight time changes, passenger rights

15.1.

Condor is entitled to change the planned departure times if the change is due to exceptional circumstances that could not have been avoided even using all reasonable measures. Such unusual circumstances can include in particular political instability, weather conditions that contraindicate the operation of the respective flight, safety/security risks, unexpected flight safety problems and a strike that impedes the operations of an airline company. Condor has the burden of proof that the change is due to exceptional circumstances that could not have been avoided even using all reasonable measures. Condor will inform all guests immediately upon obtaining knowledge of the required changes to the departure time.

15.2

Condor is also entitled to change the planned departure times if the change is announced at least two weeks before the planned departure time and is due to air traffic-related reasons that could not have been avoided even using all reasonable measures. Air traffic-related reasons can include in particular necessary changes as part of the federal assignment of take-off and landing rights (slot assignment) and restricted operations at airports, as well as reasons related to national and international flight safety and traffic regulation agencies. Condor has the burden of proof that the change is due to air traffic-related reasons that could not have been avoided even using all reasonable measures. Condor will inform all guests immediately upon obtaining knowledge of the required changes to the departure time.

15.3.

Condor is entitled to change the aircraft used and transfer carriage in full or in part to a third party, in which case Condor remains responsible for the carriage booked. If you notify us of your contact address, we will inform you of any changes in carriage as quickly as possible.

15.4 Notice pursuant to Regulation (EC) 261/2004 on passenger rights

In cases of non-carriage due to overbooking, flight cancellations and delays of at least two hours, you have the following rights as set out in the above-mentioned regulation. This notice is necessary but does not constitute any basis for asserting compensation claims or for interpreting the liability regulations laid down in the Montreal Convention.

The rights set out in the regulation only apply if you have a confirmed booking for the flight concerned, you appear at the check-in counter at the time indicated or, if no time is indicated, no later than 45 minutes prior to the scheduled departure time and you have booked the flight at a tariff available to the general public.

In the case of delays of more than 2 hours for flights of up to 1,500 km, of more than 3 hours for flights of between 1,500 km and 3,500 km and of more than 4 hours for flights of over 3,500 km, you are entitled to customer care services in the form of food and beverages in accordance with the carriage class booked and, depending on the length of the waiting time concerned, two telephone calls or telefaxes or e-mails and hotel accommodation in the event that the flight does not depart until the day after the scheduled date of carriage. Should the flight be subject to further delay on account of the provision of customer care services, you have no further entitlement to the services concerned. In the case of delays of more than 5 hours, you have the right to cancel the carriage contract and have the cost of the ticket refunded within 7 days, if the purpose of the journey is no longer relevant due to the delay, and, if applicable, the right to a return flight to the starting point of your journey at the earliest possible point in time.

In the case of overbooking, you are entitled to receive customer care services. Moreover, we will offer you alternative carriage to your destination airport under comparable conditions. If you refuse the carriage offered, you are entitled to have the ticket costs refunded. In all cases, you can claim compensation based on the distance the flight concerned travels. In the case of flights travelling up to 1,500 km, the compensation payment amounts to €250.00 per passenger; in the case of domestic flights travelling more than 1,500 km and all other flights

with a distance between 1,500 km and 3,500 km, €400.00; and in the case of all other flights, €600.00. You have the choice between cash payment and a flight voucher. If we offer you an alternative flight to your destination airport and the aircraft arrives no more than 2, 3 or 4 hours late depending on the distance travelled, the compensation payment will be reduced by 50%. Your claim to the above-mentioned services will be excluded if you are refused carriage on the grounds of the regulations mentioned previously and those mentioned in the following. In case of the cancellation of a scheduled flight, you have the same right to receive customer care services, compensation and the refund of ticket costs as in the case of non-carriage subject to the requirements mentioned. You have no claim to the above-mentioned rights if the cancellation is attributable to exceptional circumstances that could not be avoided despite all possible measures having been taken. Your claim to compensation also lapses if we inform you of the flight cancellation at least 14 days prior to the scheduled departure, or if we inform you between 14 and 17 days prior to the scheduled departure that the departure is delayed by no more than 2 hours and the arrival by no more than 4 hours, or less than 7 days prior to the scheduled departure that the departure is delayed by no more than 1 hour and the arrival by no more than 2 hours. Condor is entitled to declare that any compensation payments are to be set off against claims for damage irrespective of the legal grounds of the case concerned.

15.6

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply.

16. Electronic devices, seatbelt fastening requirement, non-smoking flights, alcoholic beverages, allergies, travel documents, violation of entry regulations and legal consequences

16.1. Electronic devices

The unauthorized operation of electronic devices on board, e.g. mobile telephones, laptops, CD players, electronic games and devices with transmission functions and walkie-talkies is prohibited and can be a punishable offense. Exceptions to this are hearing aids and cardiac pacemakers. Kindly observe the instructions given by the staff on board. Should you be unsure as to whether the operation of a device you have taken on board with you is permitted, please also contact the staff on board.

16.2. Seatbelt fastening requirement

Kindly note for your own safety that you are required to keep your seatbelt fastened during the entire flight whenever you are sitting in your seat. The instructions of the staff on board require strict compliance.

16.3. Non-smoking flights

Smoking is prohibited in all parts of the aircraft and during your entire stay on board. This also applies to electronic cigarettes. Violations of the ban on smoking will immediately result in legal action being taken and can cause the flight to be interrupted. Any costs incurred as a result are payable by you in all cases.

16.4. Alcoholic beverages

Consuming alcoholic beverages you have brought on board yourself is prohibited during your entire stay on board the aircraft. If you do not comply with this rule, you may be excluded from future transportation.

16.5. Allergies

Please note that, in your own interest but also in the interest of other passengers and the safety of the flight, you must inform us of any allergies you may have to certain foods or ingredients at least 24 hours prior to departure. Condor cannot guarantee that passengers will not be exposed to allergens on board. We are under no obligation to transport passengers with allergies to certain foods or ingredients involving the risk of seriously endangering their own health and cannot guarantee the absence of those allergens in our food or air.

16.6. Travel documents

You are obliged and it is your own responsibility to obtain the entry and exit documents and visas needed for your journey and to observe all the regulations prescribed by the countries the aircraft flies over, to or from; the same applies to our relevant regulations and instructions. We are not liable for any consequences you may incur from your failure to obtain the necessary documents or comply with relevant regulations or instructions.

You are obliged prior to departure to present entry and exit documents, visas, health certificates and any other certificates required by the relevant countries and allow us to make copies of the documents concerned. We reserve the right to refuse your carriage if you do not comply with the relevant requirements or your documents are incomplete. We are not liable for any losses or expenses you may incur due to your non-compliance with the given regulations.

16.7. Violation of entry regulations and legal consequences

If you are refused entry into a given country, you are then obliged to pay the fine imposed on us by the country concerned. You are moreover obliged to pay the applicable fare in the event that you have to be brought to your place of departure or another location by order of the relevant authorities due to the fact that you may not enter a given country (transit or destination country). For payment of the fare concerned, we can use the money paid by you for unused carriage or any means of payment of yours in our possession at the time. No refund will be made for the fare paid for carriage to the place of refused entry or deportation.

In the event that we are asked to pay any penalties or fines, make a deposit on them or pay any other expenses due to the fact that you have not observed the regulations of the country concerned in respect of transit or entry or due to the fact that the documents required by the given regulations are either not in order or not available at the time, you are then obliged at our request to reimburse us for the penalties or fines paid, the amounts deposited and the expenses incurred. We are entitled to use the means of payment in your possession at the time to cover the expenses concerned. The amount due for penalties and fines varies from country to country and can far exceed the fare. In your own interest, you are therefore urgently advised to ensure that you comply with the entry regulations of the given country.

17. Data protection

You acknowledge having provided Condor with your personal data for the following purposes - the execution of your flight bookings, the purchase of any additional services required, the performance of entry formalities and the transmission of such data to the relevant authorities in connection with the execution of your flight. You authorize Condor to forward the data concerned in order to fulfill the above-mentioned purposes to its own offices, authorized agents, relevant domestic and foreign authorities, other airline companies and other providers of the above-mentioned services. We also make use of the assistance of external service provision companies within the framework of the customer care services we offer. Their members of staff are naturally subject to the same strict statutory data protection regulations as our own staff.

18. Insurance

The fare does not include any insurance benefits, particularly with regard to travel cancellation insurance. You are therefore urgently advised to take out the relevant insurance coverage when booking your travel. Immediate written notification of the insurer is required when filing a claim. Condor is not responsible for claim settlement.

The address of our insurance company is: Europäische Reiseversicherung AG, Rosenheimer Strasse 116, 81669 Munich, Germany.

19. Notice pursuant to the annex to Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02

This notice is required pursuant to Regulation (EC) 889/02; it does not constitute any basis for asserting compensation claims or for interpreting the provisions set out under the Montreal Convention. As we are obliged by law to publish this notice, it is not part of the carriage contract concluded between you and Condor.

Liability of airline companies for passengers and their baggage

This notice summarizes the liability rules applied by Community airline companies as required by Community legislation and by the Montreal Convention.

19.1. Compensation in the event of death or personal injury

There are no maximum liability limits in respect of the death or personal injury of passengers. In the case of personal damage up to an amount equivalent to 113,100 SDRs, the airline company cannot contest claims for compensation. In the case of claims for amounts in excess of that set out above, the airline company can defend itself against such claims by proving that it was not negligent or otherwise at fault.

19.2. Advance payments

If a passenger is killed or injured, the airline company must make an advance payment to cover immediate financial needs within 15 days of the identification of the person entitled to compensation. In the case of the passenger's death, the advance payment concerned must be no less than an amount equivalent to 16,000.00 SDRs.

19.3. Delays in the carriage of passengers

As far as delays in the carriage of passengers are concerned, the airline company is liable for any damage incurred as a result unless it took all reasonable measures to avoid the given damage or it was impossible to take such measures. The liability for any damage due to the delay in the carriage of passengers is limited to an amount equivalent to 4,694 SDRs. Any liability in accordance with Regulation (EC) 261/04 remains unaffected by this.

19.4. Delays in the carriage of baggage

As far as delays in the carriage of baggage are concerned, the airline company is liable for any damage incurred as a result unless it took all reasonable measures to avoid the given damage or it was impossible to take such measures. The liability for any damage due to the delay in the carriage of baggage is limited to an amount equivalent to 1,131 SDRs.

19.5. Destruction, loss or damage to baggage

The airline company is liable for destruction, loss or damage to baggage up to an amount equivalent to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault insofar as the baggage was not previously defective. With regard to baggage that is not checked, the airline company is only liable for its culpable behavior.

19.6. Higher liability limit for baggage

A passenger can benefit from a higher liability limit by making a special declaration no later than the time he or she checks in and by paying a surcharge.

19.7. Baggage complaints

If baggage is damaged, delayed, lost or destroyed, the passenger must provide the airline company with written notification to this effect as soon as possible. Passengers whose checked baggage sustains damage must provide written notification to this effect within seven days; if baggage is delayed, written notification is required within 21 days.

19.8. Liability of contractual and executing airline company

If the air carrier actually operating the flight is not the same as the contractual airline company, the passenger has the right to address a complaint or a claim for damages to either. If the name or code of an airline company is indicated on the ticket, that airline company is the one entering into the contract.

19.9. Claim assertion deadlines

Any action in court to claim damages must be brought within two years of the date of arrival of the aircraft or of the date on which the aircraft should have arrived.

The above requirements are based on the Montreal Convention dated May 28, 1999 that was implemented in the European Community via Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02 and via the national legislation of the member states.

20. Applicable law and judicial venue

20.1. Applicable law

The carriage contracts concluded with Condor and these General Terms and Conditions of Business and Carriage are subject to German law.

20.2. Venue

Kelsterbach, Germany, will be the judicial venue for claims asserted by passengers that are defined as merchants under the German Commercial Code (HGB), persons who do not have a general venue in Germany, persons who have moved their domicile or usual place of residence following conclusion of the contract to a foreign country, or persons whose usual place of residence is not known at the time the claim is filed. This agreement on the judicial venue does not apply to claims asserted on the basis of the Montreal Convention or Regulation (EC) 261/04.

21. Rail & Fly

“Rail & Fly” rail tickets can be booked only in conjunction with a Condor flight via Condor seat-only sales outlets either at a travel agent, at www.condor.com or via our Condor service center. Condor is merely a broker of the carriage services provided by Deutsche Bahn AG and assumes no liability whatsoever for them.

The rail ticket entitles the holder to travel on all trains and routes within the German rail network of Deutsche Bahn AG in the second class including ICE connections. The rail tickets can be used one day prior to the flight departure date, on the actual flight departure date and

one day after. When selecting your train connection, kindly note that it must correspond to the direct route between your place of domicile and the departure airport.

We would like to point out that delays to services of Deutsche Bahn AG due to external circumstances can never be completely excluded. You should therefore select your rail connections such that you are able to appear at the check-in counter no later than 180 minutes prior to the planned departure time (in the case of US / Canada flights 240 minutes). You have sole responsibility for your timely arrival at the departure airport.

Carriage via Deutsche Bahn AG (Rail & Fly) is subject to Deutsche Bahn AG's Terms and Conditions of Carriage for Passenger Services.

Cancellation of rail tickets (Rail & Fly) is possible free of charge up to 24 hours prior to your scheduled flight departure. After this time, no cancellation is possible, not even for the return rail journey. As far as the timely cancellation of the tickets is concerned, you are required to notify us of this in writing by returning the original rail tickets supplied to you. The point in time of cancellation depends on the time at which we receive notification of cancellation. The cost of carriage charged by Deutsche Bahn AG is collected by us on behalf of Deutsche Bahn AG.

If purchased online, the "Rail & Fly" product is available only on the German website.

22. International Terms and Conditions of Carriage to/from Canada

Condor Airline Tariff Canada (pdf)

Version: dated July 10, 2015; subject to amendment without prior notice.

Condor Flugdienst GmbH
Condor Platz
60549 Frankfurt a.M.
GERMANY