

**General Terms of Business and  
Carriage for flights to/from the United  
States of America  
(GTBC of Condor Flugdienst GmbH)**

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## **1. Scope**

### **1.1. General**

These General Terms of Business and Carriage (GTBC) apply to air carriage contracts entered into between you and Condor, regardless of whether the individual flights are implemented under a Condor flight number (carrier code DE) and/or under the flight number of a different airline.

## **2. Payment and fare**

### **2.1. Payment**

The prices confirmed at the time of booking apply only to carriage of the person(s) named in the booking confirmation from the designated place of departure to the destination on the flight dates and at the flight times indicated.

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) or by bank transfer. For technical reasons, Condor reserves the right to exclude certain payment methods for some flight routes. Bank transfers originating from foreign countries (the customer's account is located outside Germany) are only permitted if all related fees are paid by the customer (transferring party) and the transfer is ordered in the EUR; otherwise, i.e., in the case of non-compliance, Condor is entitled to invoice the customer for the costs incurred and/or for any exchange rate differences. The "bank transfer" payment method may only be used for flights booked 14 (fourteen) days or more before the departure date.

### **2.2. Due date / Partial payments not permitted / Settlement of payment**

Payment is due in full at the time the booking is made. You are not entitled to make partial payments. Any partial payments you remit will be rejected. Any credit balances on your side which may arise from such a rejection will first be offset against any claims for receivables asserted by Condor, and then any remaining balance will subsequently be paid out. Any partial payments you make on an existing receivable due will first be applied to the oldest receivable. A payment which is not sufficient to settle a receivable in full will be first applied against interest and then against the fare.

Your credit card will be charged with the amount of the fare immediately after the booking has been completed, and, at the same time, the carriage documents will be sent. If you have selected to remit payment via the "bank transfer" payment method, the total amount of the airfare must be transferred immediately, and the payment must be received by Condor no later than within 5 (five) days after the date of booking.

### **2.3. Consequences of default of payment: Termination of contract by Condor / cancellation fees**

If the total amount of the airfare is not paid in full within 5 (five) days, Condor is entitled to terminate the contract of carriage immediately and to cancel the booking as well as to demand compensation for loss or damages in accordance with the cancellation terms for the selected rate/fare as specified in Sections 5.2. of the GTBCs, if

- Condor sent you payment reminders, i.e. demanded payment, after the due date and prior to the cancellation, but did not receive the payment. The commencement of an action and a petition for a court order to pay shall be deemed to have the same effect as a payment reminder.

- a calendar date was specified for the payment in the contract of carriage and the payment was not paid in full by that date. In this case, Condor is not required to send a payment reminder;
- the contract of carriage stipulates that the payment has to be remitted after an event specified in the contract and for a reasonable period of time thereafter, so that the date of the payment can be calculated, starting from the event, according to the calendar, and the payment was not paid in full by that date. In this case, Condor is not required to send a payment reminder;
- if you have seriously and definitively refused to remit the payment. Such a refusal to pay made be stated expressly by means of a corresponding declaration from you to Condor or to a third party via which you made the booking (e.g. your travel agency) or may be implied, for example by non-payment of the credit card charge, or the like. In the event of such a refusal to pay, it is irrelevant whether the non-payment is attributed to your express intent or due to the fact that you failed to ensure there were sufficient funds in your credit card account. In this case, Condor is not required to send a payment reminder;
- if, taking the mutual interests of both parties into consideration, immediate commencement of the default is justified. This is particularly deemed to be the case if the flight departure is imminent and thus it is no longer possible to specify a payment deadline prior to the departure. In this case, a payment reminder is not required and Condor is entitled to terminate the contract immediate effect as well as refuse carriage and demand compensation for loss or damages.

The right of termination does not exist if you provide evidence that Condor is solely or to a great extent responsible for the non-payment or delayed payment.

After the cancellation has been made, there is no more duty to transport the passenger and a cancellation fee must be paid pursuant the Condor cancellation terms or terms and condition for rates and fares.

You are entitled to prove that in this specific case, Condor has incurred loss or damages less than the amount of the agreed-on cancellation fees or has not incurred any loss or damages at all. Insofar as you provide proof of this, only the lower amount of the loss or damages shall be reimbursed.

#### **2.4. Consequences of default of payment: Default interest**

In cases of non-payment or late payment (default of payment), Condor is entitled to charge default interest. In the case of a chargeback due to incorrect information provided by you or insufficient funds, Condor is entitled to assess a flat fee for the chargeback.

In the case of a chargeback for credit card payments, the flat fee is €15 per booking; in the case of a chargeback at the ticket counter the flat fee is €30. Likewise, in the event of a chargeback for credit card payments, including chargeback for credit card payments relating to a payment made aboard our aircraft (in-flight shopping) Condor is entitled to charge a flat fee of €15 for the chargeback. You are entitled to prove that in this specific case, Condor has incurred loss or damages less than the amount of the flat fee for the chargeback or the flat fee for a chargeback for the payment made at the ticket counter, or even that Condor incurred no loss or damages at all. Insofar as you provide proof of this, only the lower amount of the loss or damages shall be reimbursed.

In the event of a chargeback of a SEPA core direct debit authorization due to insufficient funds (in-flight shopping), Condor is entitled to debit the resulting outstanding amount due, including the aforementioned chargeback fee, from your account again, as per the SEPA core direct debit authorization. Therefore, the SEPA core direct debit mandate provided by you also extends to claims arising from chargebacks due to insufficient funds and any claims for compensation for

loss or damages. Condor is entitled to commission a third party to process the SEPA core direct debit.

## **2.5. Fare**

The services and prices confirmed at the time of booking apply. Following the conclusion of the contract, changes to the fare shall be permitted until the 21st day prior to the agreed-on flight date in the event of a change to or introduction of duties or levies specific to air travel as for government imposed taxes and fees, to the extent that there are more than 4 (four) months between the conclusion of the contract and the agreed-on flight date. Condor will promptly inform you about any such change once Condor becomes aware of it and if the change was not under Condor's control at the time the contract was concluded.

In the event of the increase or decrease of the aforementioned costs, duties, levies and charges related to a seat, the subsequent additional or lesser charge shall be settled by passing the said amount on to the passenger. In other cases, the additional or reduced costs shall be divided by the number of seats in the aircraft. Condor will then charge or credit you for the resultant amount calculated for the individual seat. In the event of price increases of more than 5% of the total airfare that occur after the conclusion of the contract, you shall be entitled to withdraw from the contract without incurring any costs as a result.

## **3. Seat reservation and reservation of special services**

### **3.1. Seat reservation**

Seats can be reserved up to 48 hours prior to departure, subject to availability. A handling fee will be charged for processing seat reservations. Fees for seat reservations will not be refunded if your flight is later changed or cancelled. Fees will be charged again if your seat reservation is later changed.

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 emergency exit row seats (XL seats):

- Babies and children under the age of 14 years
- Expectant mothers
- Persons who are not able to speak German and/or English
- 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.

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 when booking a package tour.

For Condor Business Class, Premium Economy and Economy Best 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. For a refund of the fee paid, please contact the Service Centre.

### **3.2. Extra Seat**

During Online Check-In Economy Class guests can book an additional seat next to them depending on availability.

The additional free seat must be directly located next to your booked seat in the same row, even across the aisle, and cannot be in front or behind you. Additional free seats can be reserved for individual participants in a booking regardless of the fare booked and are available for adults, children and infants (under the age of 2 years).

It is not possible to book an additional free seat in the emergency exit rows (XL seats).

In the event of a change of aircraft at short notice due to operational reasons, the Extra Seat cannot always be guaranteed. For a refund of the fee paid, please contact the Service Centre.

### **3.3. 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, subject to availability. With the exception of sports equipment, reserved special services cannot be canceled or changed at no charge.

## **4. Ticket**

Condor renders the agreed carriage service only on behalf of the passenger named in the booking confirmation, 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-show, cancellation, rebooking, name change**

The flights are divided into different zones, depending on the flight route. This division of flights is geared toward the destination area named in the booking confirmation or the ticket where a flight starts and/or which a flight serves:

- Zone 1: Domestic German flights, Balearic Islands, Spanish & Portuguese mainland, Bulgaria, Croatia, Italy
- Zone 2: Canary Islands, Madeira, Turkey, Greece, Cyprus, Egypt, Morocco, Tunisia, Gambia
- Zone 3: Eastern Africa, United Arab Emirates, Asia, Central and South America, Caribbean (except for Puerto Rico)
- Zone 4: Southern Africa, Indian Ocean
- Zone 5: USA, Canada, Puerto Rico

### 5.1. Refunds in the event of no-show

In the event that you do not board the flight that you have booked, we will not refund the price of the flight (except for taxes and fees). The Service Charge paid to us during the booking process is non-refundable.

### 5.2. Refunds in the event of cancellation

The following conditions apply to any cancellation depending on the type of ticket purchased. In the case of passengers showing up for the outbound flight but not for the return flight, no refund is possible for the latter, with the exception of taxes and fees that are not consumed by the outbound flight. The Service Charge paid to us during the booking process is non-refundable. In your own interest and in order to avoid any misunderstandings, you are urgently advised to notify us of your wish to cancel or your intention not to board the flight in writing, indicating your booking number.

#### 5.2.1. Classic fare (fare code "SPO"), Best fare (fare code "BST") and Light fare (fare code "LM")

It is not possible to cancel tickets of this type. In the event that you do not board a flight for which you hold a ticket with a Classic or Light fare, the price of the flight is non-refundable (except for not consumed taxes and fees).

#### 5.2.2. Flex fare and Flex option (fare code "N")

Cancellations are permitted until 24 hours prior to the scheduled departure of the first flight booked. In the event of cancellation, the following fees are payable to Condor:

- |                     |  |                                 |
|---------------------|--|---------------------------------|
| a) Zone 1           |  |                                 |
| i) Economy Class    |  | 50 Euro per person and segment  |
| ii) Business Class  |  | 75 Euro per person and segment  |
| b) Zone 2           |  |                                 |
| i) Economy Class    |  | 75 Euro per person and segment  |
| ii) Business Class  |  | 100 Euro per person and segment |
| c) Zone 3-5         |  |                                 |
| i) Economy Class    |  | 100 Euro per person and segment |
| ii) Premium Economy |  | 150 Euro per person and segment |
| iii) Business Class |  | 200 Euro per person and segment |

#### 5.2.3. Cancellation within 24 hours of booking

Cancellations of flight to or from the US are free of charge if the ticket has been purchased at least 7 (seven) days before the scheduled departure of the flight and you cancel the flight within 24 hours after the booking.

### 5.3. Rebooking

Voluntary changes to the originally booked date, to the originally booked departure airport or to the originally booked destination airport are only possible within the same season (summer season 1 May – 31 October / winter season 1 November – 30 April) and within the same zone (zone 1, zone 2, zones 3-5) until 24 hours prior to the scheduled departure of the first flight booked subject to availability within the same or a higher compartment subject to the following conditions. Rebooking to a subsequent 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 on which the change is made) is payable and due with immediate effect.

Changes to the date, destination or departure airport of the return flight after having flown on the outbound flight are possible only subject to governmental permission; and we can only accept

credit card payment for any rebooking fees and price differences that may be due for changes of an inbound flight.

### **5.3.1. Light fare (fare code “LM”)**

It is not possible to make any voluntary changes to tickets of this type.

### **5.3.2. Classic fare (fare code “SPO”) or Best fare (fare code “BST”)**

In the event of a rebooking, the following fees are payable to Condor:

- a) Zone 1
  - i) Economy Class 50 Euro per person and segment
  - ii) Business Class 75 Euro per person and segment
- b) Zone 2
  - i) Economy Class 75 Euro per person and segment
  - ii) Business Class 100 Euro per person and segment
- c) Zone 3-5
  - i) Economy Class 100 Euro per person and segment
  - ii) Premium Economy 150 Euro per person and segment
  - iii) Business Class 200 Euro per person and segment

No fees apply to infants (up to 2 years).

### **5.3.3. Flex fare and Flex option (fare code “N”)**

In the event of a rebooking, no fees apply.

To protect ourselves from abuse, we reserve the right to charge fees according to 5.3.2 as from the fourth consecutive rebooking of the same original booking.

## **5.4. Name change / substitute traveler**

For bookings in the Flex fare or with Flex option (fare code “N”) only, the name of a booked passenger may be changed or a substitute traveler may be appointed for the entire itinerary booked until 24 hours prior to the scheduled departure of the outbound flight if the entire flight journey is operated exclusively by Condor.

A subsequent amendment of bank or credit card data is not possible in connection with a name change or the appointment of a substitute traveler. The contractual partner and the substitute are jointly and severally liable for the carriage costs. In the event of a name change or an appointment of substitutes, the price difference to any higher fare at the time of booking is payable.

## **6. Cancellation of upgrades**

### **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 Economy 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 Economy**

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 Economy 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.

## **7. 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:

for flights to zones 1-2: 90 minutes prior to the departure time shown on the ticket;  
for flights to zones 3-5: 120 minutes prior to the departure time shown on the ticket;  
for flights to the USA/Canada: 180 minutes prior to the departure time shown on the ticket.

Irrespective of the carriage category booked and the air carrier used, 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 flights to zones 3-5) prior to the departure time shown in the ticket (check-in deadline).

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 carriage is performed by an entity other than Condor, the check-in deadline will be 120 minutes before the departure time specified on the Ticket, regardless of the booked service class and the booked flight route. Please arrive at the check-in / check-in area for the indicated flight no later than this cut-off time.

If an Economy Light fare has been booked, the passenger is required to check in online before arriving at the airport. If the passenger does not check in online, we will charge a check-in fee of 25 euros.

## **8. 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, that 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.

## **9. 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:

### **9.1.**

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;

### **9.2.**

The carriage endangers the safety, order or health of the other passengers or crew members or represents an unreasonable burden on their carriage.

**We kindly ask all of our passengers aged 6 years and older to use a mouth-nose cover on all your Condor-flights. Please bring your own mouth-nose cover and make sure to bring a sufficient supply of masks for the duration of your flight. Condor will not provide any mouth-nose cover. In addition to reusable fabric masks, all other types of face covering such as simple disposable masks or scarves are permitted. Please replace your mouth-nose cover if it becomes wet or soiled or after being worn for four (4) hours. The obligation to wear the mask applies from boarding, during the entire flight and when disembarking, with exception of emergency situations and during the drink/meal service. Furthermore an exception only exists if the use of a mouth-nose cover is not reasonable or possible due to a health or psychological condition proven by a medical certificate, which must be presented at check-in. A medical certificate is only recognised as such in with a doctor's stamp and signature. Please also be aware of the rules applicable at the respective airport regarding the use of mouth-nose cover.**

**Your carriage may be refused if you cannot provide the appropriate mouth-nose cover.**

**For now, wearing a mouth-nose cover remains mandatory until December 31, 2020.**

### **9.3.**

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.

Before the flight to certain destinations a contactless temperature measurement will be carried out during the boarding process, if the respective destination requires such a measurement. If an elevated temperature is detected, which depends on the specific requirements of the destination, carriage may be refused.

**9.4.**

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

**9.5.**

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

**9.6.**

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

**9.7.**

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

**9.8.**

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

**The baggage cannot contain:**

**9.9.**

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.

**9.10.**

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.

**9.11.**

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](http://www.condor.com)).

**9.12.**

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.

### **9.13.**

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.

### **9.14.**

Electronic cigarettes (“E-Cigarettes”) and electronic consumer goods (in particular laptop computers, mobile phones, etc.) affected by a recall of the manufacturer or a distributor, are not permitted in checked baggage and can be carried only in carry-on baggage. In addition, turning on as well as recharging these electronic devices onboard the aircraft is not permitted.

### **9.15.**

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.

### **9.16.**

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. Carriage of animals on Condor flights**

### **10.1.**

The transport of dogs, cats and other domestic animals is subject to the consent of Condor, or, if the flight is carried out by another carrier, that carrier’s consent as well. The following conditions must be met:

In general, dogs and cats are only transported 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.

Certain dog breeds are barred from being transported as pets due to their classification as fighting dogs (Listed Dogs). These include the following breeds:

pit bull terrier, American Pit Bull, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, American Bulldog, Dogo Argentino, Fila Brasileiro, Kangal (Karabash), Caucasian Ovcharca, Mastiff, Mastino Napoletano, and all mixed breeds.

In the event of a violation, Condor is entitled to refuse to transport the animal. Condor cannot be held responsible for any resulting losses or damage, including indirect losses. This also applies to mixed breeds.

The carriage of snub-nosed pets is also excluded on our flights (cabin and cargo bay). Snub-nosed dog and cat breeds are particularly susceptible to temperature and stress. Therefore their

carriage on a flight can lead to serious health problems or even, in the worst case, the death of such animals.

Examples of snub-nosed dog breeds include: Boston Terrier, Boxer, Bulldog (all breeds except American Bulldog), Chow-Chow, Griffon Bruxellois, Japanese Chin, English Toy Spaniel, Pug, Pekingese, and Shi Tzu.

Examples of snub-nosed cat breeds include: Persian, Burmese, Himalayan, and exotic short-hair cats.

This also applies to mixed breeds.

### **10.2.**

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](http://www.condor.com)).

Animals traveling in the cabin (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.

### **10.3.**

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.

If traveling in a travel crate in the cabin these animals must fit under the foot area of your seat in the carriage category class booked.

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.

Please note that snub-nosed dog breeds are particularly susceptible to temperature and stress. Therefore their carriage on a flight can lead to serious damage to health or even, in the worst case, the death of such animals. We therefore do not recommend the transporting of the following dog breeds on one of our flights (cabin or hold):

Boston Terrier, Boxer, Bulldog (all breeds except American Bulldog), Chow-Chow, Griffon Bruxellois, Japanese Chin, English Toy Spaniel, Pug, Pekingese, Shi Tzu.

### **10.4.**

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.

#### **10.5.**

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

#### **11.1. Unaccompanied minors (UM)**

Children aged 5 up to and including 11 years can also travel without a companion if the assistance service is used. This does not apply to flights carried out by a carrier other than Condor.

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](http://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.

### **11.2. 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. This is only valid for flights operated by Condor.

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.

Following punctual registration up to 77 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.

### **11.3. Pregnant women**

For safety reasons, pregnant women are not permitted to fly on Condor starting in the 36<sup>th</sup> week of pregnancy (the 32<sup>nd</sup> week in the case of multiples). Between the 28<sup>th</sup> and 36<sup>th</sup> weeks of pregnancy (only until the 32<sup>nd</sup> 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.

### **11.4. Special assistance**

Condor endeavors to provide passengers who have special needs (e.g. reduced mobility and other disabilities, expectant mothers, persons with health issues) with 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.

### **11.5. Particularities in case of transportation with other carriers**

Carriage of pregnant women and guests in need of special care on a flight carried out by a carrier other than Condor requires this carrier's consent. This consent must be obtained from the carrier no later than 72 hours before the departure time specified in the ticket.

## **12. 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 Flex Option, Economy Best Flex Option, Premium Flex Option, Business Flex Option and Economy Classic, Premium Economy 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 Economy.

The fees for excess baggage can be found on Condor’s website ([www.condor.com](http://www.condor.com)).

### 12.1. Carry-on baggage

*Notice: Please note that due to the current protection regulations at airports you are only allowed to carry one single piece of carry-on baggage (even a small bag counts as carry-on baggage). All other baggage items included in your tariff must be checked in (free of charge).*

The following dimensions and weight restrictions apply to the regular hand luggage allowance in the relevant travel class, applicable per person. The weight restrictions in each fare apply to all hand baggage pieces in total:

Fare	Economy Light (zone 1 and 2)	Economy Light (zone 3 to 5)	Economy Classic** (all zones)	Economy Best (zone 1 and 2)	Premium Economy (zone 3 to 5)	Business Class (all zones)
Small bag (dimensions 40 x 30 x 10 cm)	Included	Included	Included	Included	Included	Included
First piece of hand luggage (dimensions 55 x 40 x 20 cm)	Not included*	Not included***	Included	Included	Included	Included
Second piece of hand luggage (dimensions 55 x 40 x 20 cm)	Not included	Not included	Not included	Not included	Not included	Included
Maximum weight	8 kg	8 kg	8 kg	10 kg	10 kg	16 kg

\* One additional item of hand luggage with maximum dimensions of 55 x 40 x 20 cm can be booked for an additional fee. For more information, click here ([www.condor.com](http://www.condor.com)).

\*\* **Special regulation for flights with Sundair:** On flights operated under Sundair flight numbers, one item of hand luggage with maximum dimensions of 55 x 40 x 20 cm and a weight of maximum 6 kg may be carried.

\*\*\* Applicable to all flights with booking date from 15 July 2020 for flights departing as of 1 November 2020. For all departures before 1 November 2020, the carriage of one hand luggage with maximum dimensions of 55 x 40 x 20 cm is included.

As soon as the maximum allowable weight or dimensions or the allowable number of items of hand luggage is exceeded, the excess baggage must be stowed in the cargo hold, and an additional fee for excess baggage is owed. The current excess baggage fees are posted on our website. There is no hand luggage allowance for infants and toddlers under the age of 2 years.

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.

## 12.2. 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](http://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.

## 12.3. 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.

#### **12.4. 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 up to 30 kg (200 cm length x 40 cm width x 100 cm height or 300 cm length x 40 cm width x 60 cm height) 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](http://www.condor.com)).

#### **12.5. 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. 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, 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.

### **13. Liability and claim assertion deadline**

Condor is liable pursuant to the statutory provisions and these terms and conditions.

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 128,821 SDRs (approx. 160,650 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 1,288 SDRs (approx. 1,606 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 5,346 SDRs (approx. 6,666 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 willful 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.

## **14. Flight times, delays and flight cancellations / flight time changes, passenger rights**

### **14.1.**

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.

### **14.2.**

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.

#### **14.3.**

Condor is – if necessary - entitled to change the aircraft used and transfer carriage in full or in part to a third party/subcontractor, in which case Condor remains responsible for the carriage booked.

In the event of changing to another airline company, Condor will immediately initiate all appropriate steps in order to ensure that the passenger is informed about the change as quickly as possible. The passenger is always informed when checking in, at the latest however, when boarding the aircraft (EC regulation 2111/05).

#### **14.4.**

Except where expressly stated differently elsewhere in these GTBCs, Condor cannot pay any compensation, damages, expenses, costs, losses or any other amount of any description or otherwise accept responsibility if Condor has to change or cancel your flight or your flight cannot be provided as or when agreed, or your flight arrangements prove deficient or you suffer any loss or damage of any description as a result of circumstances or an event beyond the control of Condor, which Condor could not foresee or avoid even after taking all reasonable care. Such circumstances will usually include, but are not limited to war, serious security problems such as terrorist activity, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long overnight delays or cancellations of one or more flights), the inability of Condor to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of other airlines to enter any airspace), civil unrest or events arising out of political instability, industrial dispute or strikes, fire, natural or nuclear disaster, bad weather and all similar circumstances and in all such cases whether, actual or threatened. References in these GTBCs to 'exceptional circumstances' mean such circumstances.

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

### **15.1. 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.

### **15.2. 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.

### **15.3. 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.

### **15.4. 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.

### **15.5. 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.

### **15.6. 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.

### **15.7. 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.

## **16. 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.

## **17. 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.

## **18. 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.

#### **18.1. 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 128,821 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.

#### **18.2. 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.

#### **18.3. 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 5,346 SDRs. Any liability in accordance with Regulation (EC) 261/04 remains unaffected by this.

#### **18.4. 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 1,288 SDRs.

#### **18.5. Destruction, loss or damage to baggage**

The airline company is liable for destruction, loss or damage to baggage up to an amount equivalent to 1,288 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.

### **18.6. 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.

### **18.7. 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.

### **18.8. 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.

### **18.9. 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.

## **19. Applicable law, judicial venue and dispute resolution procedure**

### **19.1. Applicable law**

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

### **19.2. 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. For passengers residing in the US an alternate venue may apply. This agreement on the judicial venue does not apply to claims asserted on the basis of the Montreal Convention or Regulation (EC) 261/04.

### **19.3. Dispute Resolution Procedure**

Condor Flugdienst participates in a dispute resolution procedure mediated by a Verbraucherstreitschlichtungsstelle [consumer conciliation body]. For disputes related to a private trip, you have the right to contact the neutral, intermodal "Schlichtungsstelle für den öffentlichen Personenverkehr e.V." [söp / German Conciliation Body for Public Transport]. The relevant Schlichtungsstelle [conciliation body] can be contacted at the following address:

söp Schlichtungsstelle für den öffentlichen Personenverkehr e.V.  
Fasanenstrasse 81  
10623 Berlin, Germany  
<https://soep-online.de>  
[https://soep-online.de/beschwerdeformular\\_flug.html](https://soep-online.de/beschwerdeformular_flug.html)

## 20. 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](http://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.

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.

Charges for the “Rail & Fly” tickets can be viewed on the website of Condor ([www.condor.com](http://www.condor.com)).

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