

# **GERMAN AIRWAYS**

## **GENERAL CONDITIONS OF CARRIAGE**

### **FOR PASSENGERS AND BAGGAGE (GCC)**

#### **§ 1      Applicability**

- (1) These General Conditions of Carriage (GCC) apply to all carriage by air of passengers and baggage, including related services, performed by German Airways for reward.
- (2) These GCC also apply to gratuitous and reduced fare carriage except to the extent that German Airways has provided otherwise in its regulations or in the relevant contracts, passes or tickets.

#### **§ 2      General Carriage**

- (1) German Airways provides the agreed carriage only to the passenger named in the booking confirmation or (electronic) flight ticket or other carriage document, whereby the passenger must at the request of German Airways verify his or her identity with a valid identification document. The passenger's full first and last name on the document qualifying for carriage must correspond with the information and spelling on their identification document.
- (2) The passenger shall present entry and exit papers, health certificates and other documents as well as visas required for his or her journey and carry them with him or her for the entire duration of the journey and follow all laws, regulations and instructions of those countries that are flown over or to or from which is flown. Required documents must be valid for the entire duration of the journey including any stop-overs. German Airways shall have no responsibility, and in particular no obligation to check the validity of any such document. German Airways reserves the right to exclude passengers from carriage or onward carriage if their documents are incomplete and/or they do not follow the laws, regulations and instructions applicable to them. German Airways is not liable for damage or expenses resulting from passengers not complying with applicable laws, regulations and instructions.
- (4) If a passenger is denied entry into or transit through a country, he or she shall reimburse German Airways for any damage and expenses incurred as a result of German Airways taking the passenger to the point of departure of his or her journey or another location because entry or transit is denied. In the event of a penalty, fine or other expenses as a result of denied entry or transit, the passenger shall indemnify German Airways upon request.

#### **§ 3      Check-In and Boarding**

- (1) The check-in deadline for a German Airways flight varies from airport to airport. German Airways defines the check-in deadline as the specified time by which the passenger must appear at the respective check-in counter. Unless otherwise stipulated, the passenger must appear at the check-in counter for each flight 90 minutes before its scheduled departure.
- (2) If a passenger fails to meet the check-in deadline, German Airways is entitled to refuse carriage of the passenger, if German Airways bears no responsibility for the passenger's failure. German Airways is not liable for any damage or expenses incurred by a passenger as a result of such a refusal.
- (3) Passengers must be at the boarding gate no later than the time specified during check-in. If they do not appear in time for boarding, German Airways is entitled to refuse carriage, unless German Airways is responsible for the late appearance or it is due to Force Majeure. In the

event of such a refusal of carriage, German Airways shall not be liable for any damage or expenses that may arise as a result.

#### **§ 4 Carriage of Passengers**

- (1) German Airways must be notified of the carriage of persons who require special care and their specific need for care as early as possible, in any case not less than 24 hours before the scheduled departure. If notification is not given or given too late, German Airways may not be able to provide any such special care.
- (2) For safety reasons, pregnant women are not carried by German Airways from the 36th week of pregnancy (in the case of multiple pregnancies from the 32nd week of pregnancy). The relevant date in this regard can be found in the maternity pass, which must be carried by the passenger in any case. If a return flight has been booked and the return flight falls after the 36th week of pregnancy, German Airways can already refuse carriage on the outbound flight. Between the 28th and 36th week of pregnancy (in the case of multiple pregnancies only up to the 32nd week of pregnancy), a medical certificate of fitness to fly must be presented, which must not be older than 10 days before departure.
- (3) Only one infant up to the age of 2 can be accompanied per adult without having booked a separate seat for that infant. In the event that a traveling child up to the age of 12 is only accompanied by a legal guardian, written confirmation from the other legal guardian regarding the authorization to carry out the flight with the accompanying legal guardian must be presented upon request.
- (4) Children may travel in their own child seat. Insofar, a booked seat is required for infants under the age of 2 years. The child seat must be secured throughout the flight using the seat belt provided on the aircraft seat. The child seat must be suitable for use on board aircraft. Otherwise, German Airways is entitled to refuse carriage of the child seat in the cabin. German Airways is not liable for the consequences of incorrect fixing of the child seat, inoperability or failure to follow instructions.
- (5) Children under the age of 5 may only travel when accompanied by an adult who is at least 18 years old, or with siblings aged 16 and over. The carriage of children between the ages of 5 and 12 traveling alone must be reported to German Airways at least 48 hours before the scheduled departure. At the departure airport, complete data (name, address, telephone number) of the person bringing or collecting the child is required until the unaccompanied child is taken over. If these are not the legal guardians, a power of attorney from the legal guardians to dispatch and pick up the child must be presented. For security reasons, the person accompanying the child must identify themselves with a valid photo ID during check-in and when the child is taken over at the arrival point. As far as the respective airport authorities allow, the child must be accompanied by the accompanying person to the boarding gate. The accompanying person must remain at the airport until departure of the aircraft. On board the aircraft, the child will be looked after by German Airways staff. Adolescents up to the age of 16 traveling alone are treated as unaccompanied children at the express request of their parents.
- (6) German Airways is entitled to refuse carriage or onward carriage to passengers if:
  - (a) such a refusal of carriage is necessary for reasons of safety and good order or to avoid a violation of legal or official requirements of the country from which the flight is departing or which is being flown to or over;
  - (b) carriage of the passenger may adversely affect the safety, health or, to a not inconsiderable extent, the well-being of other passengers or crew members;

- (c) the passenger's behavior, condition or mental or physical condition, including the effects of alcohol or drug use, is such as to pose a risk to him- or herself, other passengers or crew members;
  - (d) the passenger behaved in a not inconsiderable way against the rules on a previous German Airways flight and there is reason to believe that such behavior will be repeated;
  - (e) the passenger has refused to undergo a security check;
  - (f) the passenger is not in possession of the required travel documents or wants to enter a country for which he or she is only entitled to transit or for which he or she does not have valid entry documents, destroys his or her travel documents during the flight or rejects to hand them over to the crew against a receipt despite being asked to do so;
  - (g) the passenger presents a booking confirmation or ticket or other transport document obtained or received illegally, or if such document has been reported lost or stolen, is forged, or if the passenger fails to identify him- or herself as the person entitled to be carried;
  - (h) the passenger does not or not fully comply with safety regulations or does not or not fully comply with safety instructions;
  - (i) the passenger, when boarding and/or on board an aircraft, disregards the applicable smoking ban and/or the ban on the use of certain electronic devices on board.
- (7) If passengers are excluded from carriage for one of the above reasons, German Airways shall not be liable for any resulting damage or expenses.

## **§ 5 Carriage of Baggage**

- (1) Passengers may carry a certain amount of baggage for carriage in the hold free of charge. Unless stipulated otherwise, each Economy Class passenger may carry one (1) piece of baggage with a maximum weight of 23 kg and each Business Class passenger may carry two (2) pieces of baggage with a maximum weight of 32 kg each. The carriage of baggage in excess of the applicable free baggage allowance as well as the carriage of special or sports baggage is subject to a surcharge.
- (2) German Airways reserves the right to refuse carriage or onward carriage of baggage if it is unsuitable for carriage due to size, shape, weight, type and content or for safety reasons or with regard to the well-being of other passengers or crew members. Furthermore, German Airways may refuse carriage or onward carriage of baggage if it is not properly packed in suitcases or similar containers to ensure safe transportation with usual care in handling.
- (3) Passengers shall not include in their baggage:
  - (a) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, as available from German Airways. Those include, in particular, explosives, compressed gases, oxidizing, radioactive or magnetizing substances, highly flammable substances, toxic or aggressive substances;
  - (b) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
  - (c) items, which in are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items;
  - (d) individual lithium batteries or lithium accumulators (as are common in electronic consumer goods such as power banks, laptops, computers, mobile phones, watches or cameras), which are to be carried in hand luggage only. A maximum of two individual lithium batteries or accumulators with a watt hour output between 100Wh and max. 160Wh may be transported. They require prior approval. The objects must be protected against damage or short circuits;

- (e) Cash, jewels, precious metals, cameras, mobile telephones, electronic devices (e.g. laptops or notebooks), fragile low-vision aids, business papers, samples, valuable works of art with a market value in excess of EUR 300, perishable and fragile items, passports and other identification documents, urgently needed medicines as well as valuables in excess of EUR 300 (the replacement value is decisive) insofar as they do not serve as clothing. This also applies to consequential losses and indirect damage that may result from the carriage of such items in checked baggage.
- (4) Passengers are responsible for paying any customs duties or other charges related to their baggage.
- (5) If a passenger carries a weapons of any kind either in the carry-on baggage or in person, 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 appear the impression of being weapons, ammunition or explosive substances, that passenger is obliged to notify German Airways before the start of the journey. Carriage of such items is only permitted if they are carried as checked baggage in accordance with the regulations governing the carriage of dangerous goods. Sentence 2 does not apply to police officers who are obliged to carry weapons in fulfillment of their duty. Weapon must be handed over to the aircraft commander in charge during the flight
- (6) Hunting and sporting weapons may be allowed as checked baggage and accepted for carriage at the discretion of German Airways. They must be unloaded and fitted with a locked safety lock. The carriage of ammunition is subject to the above provisions of ICAO and IATA.
- (7) If items are contained in the checked baggage in violation of the above provisions, German Airways shall not be liable. Furthermore, German Airways reserves the right to refuse carriage or onward carriage of such items.
- (8) For security reasons, German Airways may require passengers to agree to a search or x-ray of their person and/or their luggage and to an X-ray of their luggage. If they do not agree to such a measure aimed at identifying items not permitted for carriage, German Airways can refuse carriage or onward carriage of the passenger or his or her baggage. In such a case, German Airways is not liable for any resulting damage or expenses.
- (9) The carriage of sports and other special baggage requires registration with German Airways no later than 24 hours before the scheduled departure. In the case of missing or not timely registration, carriage may not be possible. No registration is required for the carriage of strollers (prams), buggies and children's travel cots and parasols.
- (10) Sports baggage and special baggage must be transported in suitable transport packaging or containers. In the event of improper packaging, German Airways reserves the right to refuse carriage. Any sports or special baggage must be packed and checked in separately, ie separately from checked baggage. Otherwise, all baggage will be charged at the current excess baggage rate, which may be higher than the flat fee for sports and oversized baggage. Checked sports baggage may not contain any items other than those that are directly necessary for practicing the sport, in particular no clothing. Due to the increased time required for the check-in of sports and special baggage, passengers should appear at the check-in counter at least 120 minutes before the scheduled departure.
- (11) After check-in of the baggage, German Airways will take care of it. German Airways makes an entry in the flight ticket that represents the issuance of the baggage check. If a baggage tag is also issued, this only serves to determine the identity of the baggage. Checked baggage will be carried on the same aircraft on which the passenger is carried, unless it is decided, for safety or operational reasons, to carry it on another flight (the next, if possible). If checked

baggage is transported on a subsequent flight, it will be delivered to the passenger's place of residence, unless the passenger's presence is required for the customs inspection. The provisions of liability for damages remain unaffected.

- (12) Items that are not suitable for carriage in the hold (e.g. sensitive musical instruments) will only be accepted for carriage in the cabin if the passenger has notified German Airways of them at least 24 hours before departure and German Airways has accepted them for carriage. Such transport is subject to a surcharge.
- (13) In addition to the free baggage allowance according to § 5 (1), Economy Class passengers may carry one piece (1) of hand baggage and Business Class passengers may carry two (2) pieces of hand baggage with a maximum weight of 8 kg each in the cabin. Infants under the age of 2 are not entitled to carry hand luggage. German Airways can determine the number, maximum weight and maximum dimensions for hand luggage. In any case, carry-on baggage must fit under the front seat or in the overhead compartments. If baggage does not meet these requirements or does not meet applicable safety requirements, it must be carried as checked baggage. In this case, a surcharge may apply.
- (14) Pointed or sharp items such as knives, scissors or the contents of a manicure must not be carried in hand luggage. According to Regulation (EC) No. 1546/2006, passengers on flights departing from European airports may only carry liquids, pressurized containers (such as sprays), pastes, lotions and other gel-like substances in their hand baggage up to a maximum quantity of 100 ml per packaging unit. The quantity of the content printed on the packaging unit is applicable, and not its actual contents. The individual containers must fit completely into a re-sealable, transparent plastic bag with a maximum capacity of one liter. Such plastic bags will be checked at the security checkpoint. Only one bag per passenger is allowed. Special regulations apply to medicines and baby food. Various non-EU countries have issued identical or similar regulations. German Airways is not liable for any damage or expenses incurred by passengers who fail to comply with these regulations at airport security.
- (15) The carriage of baggage in excess of the free baggage allowance is subject to a surcharge. The carriage of special baggage is also subject to a charge. Currently applicable fees and charges are available from German Airways.

## **§ 6 Carriage of Animals**

- (1) Carriage of dogs, cats and other pets is subject to prior approval by German Airways. In this respect, the provisions of the IATA Live Animals Regulations (IATA LAR) as well as international and national animal protection laws apply. German Airways reserves the right to determine the mode of carriage and to limit the number of animals permitted on a flight. Subject to the following provisions, the carriage of animals is subject to a charge.
- (2) Carriage of animals with a shortened skull shape ("brachycephalic" or "snub-nosed") is generally excluded due to the danger they pose under stress.
- (3) Animals must be properly accommodated in transport containers approved for air transport and provided with valid health and vaccination certificates, entry, exit and transit permits and other documents required by the respective countries.
- (4) The weight of animals, transport containers and pet food carried is not included in the passenger's baggage allowance.
- (5) An assistance dog required for the passenger (guide dogs, therapy dogs and comparable assistance dogs) may be transported free of charge and, if possible, in the cabin. Carriage requires proof of medical necessity for the passenger. German Airways must be informed of such transport as early as possible, in any case no later than 48 hours before departure. The

passenger bears full responsibility for the safety, health, welfare and behavior of the animal. This also applies to any interaction with other passengers and crew members while on board the aircraft or during the boarding or disembarking process.

- (6) Carriage of an animal requires the animal to be trained to behave appropriately in a public environment. Taking it into the cabin is only allowed provided that the animal obeys. Otherwise, it may be necessary for the animal to be muzzled for carriage purposes, to load it into the hold (if a transport container is available) or its carriage may be denied. Animals traveling in the cabin and their container must fit in the leg room of the passenger's seat and be adequately restrained throughout their stay on board.
- (7) The passenger is responsible for the safety, health and behavior of his or her animal and is solely responsible for compliance with all applicable laws, regulations and requirements in force in the country from and/or to which the animal is being transported and/or in which an intermediate destination of the passenger is located. This applies in particular to the necessary health certificates, permits and vaccinations. The passenger's liability also includes any costs or expenses incurred as a result of failure to comply with such laws, regulations and requirements, which may include placing the animal in quarantine upon arrival. In this respect, the passenger releases German Airways from any liability.

## **§ 7 Behavior on Board**

- (1) The commander of the aircraft is entitled to take all necessary safety measures at any time. For reasons of safety on board, passengers must follow his or her instructions and those of the crew members without restriction.
- (2) If the conduct of a passenger on board is such as to constitute a hazard to the aircraft or to persons or property on board, to interfere with the crew in the performance of their duties, or to fail to follow crew instructions, including instructions relating to no smoking, alcohol or drugs, or causing inconvenience or harm to other passengers or the crew, German Airways reserves the right to take the necessary measures to prevent this behavior, including handcuffing. In any such event, German Airways will file criminal charges.
- (3) For safety reasons, the use of privately brought electronic devices with a transmitter or receiver unit (e.g. laptops, notebooks, tablets, e-books, mobile phones) during the flight is only permitted if flight mode is activated or all transmitter and receiver functions have been disabled. Bluetooth accessories (e.g. wireless keyboard, headphones) may only be used during flight, not during takeoff and landing. During the safety briefings, the use of any electronic devices is prohibited.
- (4) All German Airways flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft. This also applies to electronic cigarettes, regardless of whether they contain psychoactive substances. The consumption of alcoholic beverages brought on board by passengers is not permitted.
- (5) In the passenger's own interest and for safety reasons, German Airways must be informed of any allergies to certain foods or ingredients at least 48 hours before departure. German Airways cannot ensure that the passenger will not be exposed to allergens on board. There is no obligation to carry passengers if they have an allergy that poses a significant risk to their own health to certain foods or ingredients, the absence of which on board, in the catering or in the air, cannot be guaranteed.
- (6) Passengers are required to remain seated in their seats throughout the flight. Seat belts are compulsory.

- (7) Filming and photography on board is only permitted if all rights - in particular the personal rights - of the people recorded remain protected. On the instructions of the crew, filming and photography can be prohibited on board at any time.

## **§ 8 Liability and Time Limitations**

- (1) Carriage is subject to the liability regime of the Montreal Convention of March 28, 1999, which was implemented in the European Union by Regulation (EC) No. 889/2002 and by national legislation of the Member States. The Montreal Convention governs and limits German Airways' liability for death or personal injury, loss of or damage to baggage, or for delays.
- (2) If the damage was caused by the fault of the injured party, the provisions of the applicable law regarding the exclusion or reduction of the obligation to pay compensation in the event of a fault on the part of the damaged party shall apply.
- (3) Legal actions for damages under the Montreal Convention must be brought within two (2) years from the date of arrival of the aircraft, or the date the aircraft should have arrived, or carriage was canceled. The calculation of the period is determined by the law of the court concerned.
- (4) German Airways is not liable for damage resulting from the fulfillment of government regulations by German Airways or from the fact that passengers do not fulfill the resulting obligations.
- (5) Under no circumstances will German Airways' liability exceed the amount of the proven damage. German Airways is only liable for indirect or consequential damage if this was caused by gross negligence or intentionally. This does not apply to personal injury.
- (6) The liability exclusions and limitations of liability of the Montreal Convention and the applicable national law apply, unless otherwise expressly stipulated in these GTC.
- (7) There are no maximum liability amounts for liability in the event of death or personal injury to passengers. For damages up to an amount of 128,821 Special Drawing Rights (SDR) (approx. EUR 170,000), German Airways cannot raise any fault-related objections to claims for damages. German Airways can avert claims in excess of this amount by proving that neither German Airways itself nor its vicarious agents have acted negligently or otherwise culpably and that no negligent or otherwise culpable omission is the cause.
- (8) If a passenger is killed or injured, German Airways must make an advance payment within 15 days of identifying the person entitled to compensation to cover immediate economic needs. In the event of death, the advance payment is not less than 16,000 SDRs (approx. EUR 21,000).
- (9) No-fault liability applies to checked baggage, unless the baggage was previously damaged. In the case of unchecked baggage, German Airways is only liable for culpable conduct.
- (10) German Airways is liable for destruction, loss or damage to baggage up to 1,288 SDRs (approx. EUR 1,600). A higher limit of liability applies if the passenger makes a special declaration at check-in at the latest about the amount of interest in the delivery of the checked-in baggage at the destination and pays the required surcharge. In this case, the agreed amount applies as a liability limit unless German Airways can prove that the agreed amount is higher than the passenger's actual interest in the delivery of the checked baggage at the destination.

- (11) If a passenger accepts checked baggage unconditionally, it shall be presumed, unless proven otherwise, that it was delivered in good condition and in accordance with the contract of carriage. In the event of damage, loss or destruction of baggage, a passenger must notify German Airways in writing or in text form as soon as possible. In the case of baggage damage, any legal action is excluded if the person entitled does not report the damage to German Airways immediately after discovering it, or in the case of checked-in baggage no later than seven (7) days after acceptance of the baggage. This does not apply if German Airways has acted fraudulently.
- (12) German Airways is not liable for damage caused by items in checked baggage, unless German Airways has caused this with gross negligence or willful misconduct. If these items cause damage to the baggage of another passenger or to German Airways' property, the passenger must compensate German Airways for all damage and expenses arising from this.
- (13) German Airways is liable for damage caused by delays in the carriage of passengers and in the carriage of checked baggage, unless German Airways and its vicarious agents have taken all reasonable measures to avoid damage or it was impossible to take these measures.
- (14) Liability for damage caused by delays in the carriage of passengers is limited to 5,346 SDRs (approx. EUR 7,200 EUR).
- (15) Liability for damage caused by delay in the carriage of baggage is limited to 1,288 SDRs (approx. EUR 1,600 EUR). A higher limit of liability applies if the passenger makes a special declaration at check-in at the latest about the amount of interest in the delivery of the checked-in baggage at the destination and pays the required surcharge. In this case, the agreed amount applies as a liability limit unless German Airways can prove that the agreed amount is higher than the passenger's actual interest in the delivery of the checked baggage at the destination.
- (16) In the event of damage caused by the delayed delivery of baggage, the passenger must notify German Airways in writing or in text form as soon as possible. In the event of damage caused by delay, any legal action is excluded if the person entitled does not report the damage within 21 days of the baggage being delivered. This does not apply if German Airways has acted fraudulently.
- (17) If the aggrieved party was at fault when the damage arose, the amount of the claim for damages is to be reduced in proportion to the contributory negligence of the aggrieved party. In particular, the injured party is obliged not to increase the damage caused by the loss of his luggage or the delayed transport of his luggage through unreasonable replacement purchases.

## **§ 9 Data Protection**

- (1) German Airways collects, processes and uses personal data insofar as this is necessary for the conclusion, implementation or termination of the contract of carriage and the additional services associated with the contract of carriage. This data is collected, processed and used within the scope of the contractual purpose using data processing systems. The collection, processing or use takes place within the framework of the legal provisions for the aforementioned purposes. This includes, in particular, making reservations, purchasing a flight ticket, purchasing additional services and processing payment transactions, enabling or facilitating entry and customs clearance procedures. In this context, German Airways transmits data to third parties who are contractual partners of German Airways, insofar as this is necessary for the aforementioned purposes.
- (2) If and to the extent required to do so by law or by regulatory action, German Airways collects passport data and submits this data to authorities in Germany and abroad. The same can apply to personal data collected, processed and used in connection with the contract of carriage if

the transmission requirements of the respective authority are based on mandatory statutory provisions and the transmission is therefore necessary for the fulfillment of the contract of carriage.

## **§ 10 Other Provisions**

- (1) Carriage is subject to additional rules and provisions applicable to German Airways or issued by German Airways. These rules and provisions are subject to change. Further information are available on [germanairways.com](http://germanairways.com).
- (2) These GTC are subject to the laws of the Federal Republic of Germany. No agency, employee or other third party is authorized to change, supplement or waive the applicability of these GTC.
- (3) Should one or more clauses of these GTC be ineffective or unenforceable, the effectiveness and enforceability of the remaining clauses shall not be affected.

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