

AUSTRIAN AIRLINES:
“GENERAL CONDITIONS OF CARRIAGE
FOR PASSENGERS AND BAGGAGE – VIENNA, JUNE 2017”

Article 1 – Definition of Expressions

"We", "our" and "us" denotes Austrian Airlines AG.

"(Authorised) Agent" is a passenger sales agent appointed by us to represent us for the sale of Tickets.

"Convention" is the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal on 28 May 1999.

"Airline Code" is a code of two characters or three letters that are designated to the relevant airline.

"Conjunction Flight" is a flight of two or more consecutive, jointly-issued Tickets, which together constitute a single contract of carriage.

"Electronic Coupon" is a coupon in electronic form or other document in our database.

"Electronic Ticket" is an Itinerary/Receipt issued by us, the Electronic Coupon or boarding pass.

"Flight Coupon" is the portion of the Ticket bearing the remark "Flight Coupon" or "good for passage", or in the case of Electronic Tickets, the Electronic Coupon; it indicates the particular places, between which it entitles you to be carried.

"Flight Segment" is a portion of the transportation between two places which is carried out by us or another Air Carrier.

"Flight Layover" is the planned interruption of your journey at a place between the departure and arrival airports.

"Baggage" is your personal possessions which you bring with you in connection with your journey. Unless otherwise specified, this term refers to both Checked and Unchecked Baggage.

"Checked Baggage" is Baggage which is entrusted to us and for which a Baggage Tag is issued.

"Unchecked Baggage" is all other Baggage.

"Baggage Tag" is a document issued by us to identify your Checked Baggage. It consists of a Baggage Tag which is attached to the Baggage, and the Baggage redemption tag given to you.

"Force Majeure" are unusual and unforeseeable circumstances beyond our or your control, the consequences of which could not have been avoided even if all due care had been exercised.

"Itinerary/Receipt" is a document or documents issued by us, containing the name of the Passengers, flight information and other information.

"Consumer" is any person who is a user, within the sense of § 1 Section 1 of the Consumer Protection Act in the currently valid version.

"Air Carrier" (Carrier) is an air carrier other than ourselves, whose Airline Code appears on your Ticket or on a Conjunction Flight Ticket.

"Passenger" is any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (see also the terms "You", "your" and "yourself").

"Passenger Coupon" is a portion of the Ticket which remains permanently in your possession.

"Check-In Deadline" is the time limit specified by us or by an Air Carrier, by which you must have completed check-in formalities and received your boarding pass.

"You", "your" and "yourself" means any person, except crew members, carried or to be carried in an aircraft pursuant to a Ticket (see also the definition for "Passenger").

"SDR" is a Special Drawing Right as defined by the International Monetary Fund (1 SDR is equivalent to 1.08900 EURO as at 04/01/2010).

"Days" are calendar days, including Sundays and legal bank holidays; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining the duration of validity of a Ticket, the day upon which the Ticket is issued or the flight is commenced shall not be counted.

"Tariff" is the remuneration to be paid for the transportation including a flight Passenger and Baggage, as well as the conditions under which these are applicable.

"Ticket" is either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket; it includes the conditions of contract and notices, as well as the flight and Passenger Coupons.

"Agreed Stopping Places" are places excluding the place of departure and the place of destination expressly defined as such or are published as such in our flight schedules.

"Conditions of Contract" are the excerpted conditions contained in (or delivered with) your Ticket or Itinerary/Receipt, which are defined as such by reference to the General Conditions of Carriage (Passenger and Baggage) as part of your transportation contract.

* Federal law of 08.03.1979, Official Federal Gazette 140, which makes provisions for the protection of consumers in the currently valid version.

Article 2 – Applicability

2.1. General

Except as provided for in Articles 2.2, 2.4 and 2.5 of this article, all the General Conditions of Carriage only apply to those flights or Flight Segments where the name of our airline or our Airline Code is indicated on the "Carrier/flight" box of the Ticket for that flight or Flight Segment.

When we issue a Ticket for carriage for carriage over the lines of another Air Carrier, we do so only as its agent. You are able to tell that whenever our Airline Code is not indicated before the flight number.

2.2. Charter Flights

If transportation is performed pursuant to a charter agreement, these General Conditions of Carriage apply only insofar as they are not amended or superseded by the Conditions of the charter agreement or the charter Ticket.

2.3. Code Share

We provide our service on many routes under arrangements known as "Code Shares" in cooperation with other Air Carriers/transport companies ("Code Share Partners"). This means that even if you have concluded a contract of carriage with us and hold a Ticket with our name or Airline Code on it, the carriage will be partly or entirely carried out by a Code Share Partner. We will notify you about this at the time you make the reservation.

Please note that each Code Share Partner may have its own rules with respect to the flights/routes it operates, which may affect you as a Passenger and which may differ from the rules operated by us. This specifically includes time limits for check-in, exempt amounts of Baggage and Baggage collection, minors travelling alone, the carriage of animals, refusal to transport, oxygen supply, operational irregularities and financial compensation in the event of being denied boarding. You should read carefully the conditions of our respective Code Share Partners and familiarise yourself with them.

[For links to our Code Share Partners' websites, click here.](#)

The rules and regulations of our Code Share Partners for the flights/transport they operate will be included in our General Conditions of Carriage and hence will become part of our contract of carriage ("integrated conditions"). When flights/modes of transport are operated by our Code Share Partners, the integrated conditions are applied as a priority within the context of our General Terms and Conditions of Carriage.

2.4. Information on the identity of the operating Carriers**

As we are aware how important it is for you to know the Carrier you are actually flying with, we provide information about the identity of the operating Carrier you are flying with at reservation. You also are immediately informed, in case the operating Carrier is changed.

Indirect sales channels such as travel agents or diverse internet providers over which we have no influence, are also obliged by Art 11 of the Regulation (EC) No. 2111/2005 to systematically inform you at the time of reservation of the operating Carrier and/or to contact the Passenger if the operating Carrier is changed.

You can find the Community list of Air Carriers subject to an operating ban within the European Community at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm and/or via a link to our homepage www.austrian.com

2.5. Overriding Law

In the event of inconsistency between these General Conditions of Carriage and our Tariffs or the applicable law, these Tariffs or the applicable law shall prevail over the General Conditions of Carriage.

In the event that any regulation of these General Conditions of Carriage is invalid under the relevant applicable law, the remaining conditions shall be unaffected.

2.6. Regulations of the Air Carriers

Unless regulated otherwise in the General Conditions of Carriage, should there be any contradiction between these General Conditions of Carriage and other conditions, the General Conditions of Carriage shall take precedence.

** Pursuant to regulation (EC) No. 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating carrier, and repealing Article 9 of Directive 2004/36/EC.

Article 3 – Tickets

3.1. General Provisions

3.1.1. We will provide carriage only to Passengers named in the Ticket; you may therefore be asked to produce appropriate identification at any time.

3.1.2. The Ticket is not transferrable.

3.1.3. The Ticket is and remains our property at all times.

3.1.4. Except in the case of an Electronic Ticket, you will not be entitled to carriage on a flight unless you are in possession of a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. Furthermore, you will not be entitled to carriage if your Ticket has been altered in any way other than by us or our Authorised Agents. In the case of an Electronic Ticket, you will not be entitled to carriage unless you can provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.5a In case of loss or damage of a Ticket (or a part of it) bought through us or one of our Agents or in case of non-presentation of the same, upon your request we will replace such a Ticket (or a part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket for the carriage in question had been duly issued. In this case, you will sign an agreement to reimburse us for any costs and losses, up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another Carrier due to misuse of the Ticket. The issuing Air Carrier may charge a reasonable administration fee for this service, unless the loss or damage was due to the negligence of the issuing Carrier, or one of its agents.

3.1.5b Where such evidence is not available, or you do not agree to sign such an agreement, we or the Air Carrier issuing the new Ticket may require that you pay the full price for a replacement Ticket. However, we will refund the amount for the original lost or damaged Ticket with the deduction of a processing fee, if and when we are provided with evidence that the lost or damaged Ticket was not used before the expiry of its validity.

3.1.6. The Ticket is valuable, so you should take all appropriate measures to ensure that it is neither damaged nor stolen.

3.2. Period of Validity

3.2.1. A Ticket at a standard Tariff remains valid for transportation for one year, calculated from the start of transportation or from the date of issue, as long as the Ticket has not been partially used for carriage. A Ticket at any other fare than the normal fare is only valid for transportation or refund for the period given in the Air Carriers' conditions, in the Tariff for transportation, or on the Ticket itself.

3.2.2. If you are prevented from travelling within the period of validity of the Ticket, because at the time you request reservations we are unable to confirm your booking, the validity of your Ticket will be extended until such time as we are able a seat in the travel class for which the fare was paid, or you will be entitled to a refund in accordance with Article 10.

3.2.3. If you are prevented from continuing your journey after its start within the period of validity due to illness, we can extend the period of validity of your Ticket. However, this extension is only possible up to the time that you are fit to travel once again or until our first flight after this date from the place where you interrupted your journey, depending on what seats are available and exclusively in the class of service for which the Ticket was issued. Such illness must be attested by a medical certificate. If the Flight Coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more stopovers, the validity of such a Ticket can be extended for not more than three months from the date shown on the Ticket. Under these circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4. In the event of the death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay requirement or extending the Ticket's period of validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be extended. Any such modification shall be made only upon receipt of a valid death certificate; and any such extension of the validity shall not be for a period longer than 45 days from the date of the death.

3.3. Complying with the sequence of use of Flight Coupons

3.3.1. A flight Ticket comprises one or more Flight Coupons. Each Flight Coupon is issued for exactly one sector. For example: a Ticket from Munich to New York and back with the sectors from Munich – Vienna, Vienna – New York, New York – Vienna, Vienna – Munich comprises four Flight Coupons or one Ticket. In the same way, the flight from Munich – Vienna, Vienna – Munich also comprises two Flight Coupons, regardless of any stopover in Munich. The Ticket you have purchased is only valid for the sequence of transportation shown on it. The price you paid is based on our fares and is specially calculated based on the travel dates you have selected and sequence of travel. Therefore the calculated price applies only to the sequence of transportation shown on the Ticket. This represents an important part of our contract with you. Due to the market situation, fares consisting of several Flight Coupons can be less expensive than the respective individual flight sections. To prevent these cheaper fares from being undermined, Austrian Airlines has made it a condition of carriage that the sectors are to be flown in the sequence of transportation shown on the Ticket.

3.3.2. If you are unable to fly the indicated sequence in the order given due to Force Majeure, illness or for any other reason or impediment for which you are not responsible (such as a late feeder flight), the remainder of the Flight Coupons shall remain valid. In this case, you may use the remaining Flight Coupons in the sequence shown. The relevant reasons are to be made known to us and substantiated immediately after you become aware of them or after discontinuation of the impediment. In this case, you may use the remaining Flight Coupons in the planned order sequence shown.

3.3.3. If you depart not using the Flight Coupons in the sequence shown and so circumvent the fare system, we will charge you the applicable price for the actual sequence of transportation you intended to take. This will be done by determining the fare you would have had to pay on the day of reserving

your actual sequence of transportation you intended to take. This may be higher than the original fare you would have had to pay on the day. The calculation will be based on the best value price available in your booking class for the changed sequence of transportation. If the booking class originally booked by you is not available for the changed routing on the day of making the reservation, the cheapest available booking class will be used to recalculate the changed sequence of transportation. Any taxes and charges for the unused Flight Coupon will be deducted. Please note that unless the difference in price has been paid, you will not be allowed to travel.

The additional price can be requested at any time by contacting our call centre or your booking office. Links to our contact details can be found here:

[Information page for worldwide reservation numbers](#)

Please send written enquiries via our [contact form](#)

3.4. Multiple Bookings

If you have been issued with multiple identical Tickets (i.e. Tickets with identical date, identical sequence of use of Flight Coupons, identical Passenger names, identical Tariff), we are authorised to cancel the surplus Flight Segments so that only one journey remains.

Article 4 – Fares, Tariffs, Taxes and Charges

4.1. Fares

Fares apply only for carriage from the departure airport to the destination airport unless otherwise expressly stated. Fares do not include ground transport services between airports or transport between airports and city terminals. The fares will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket for travel on the specified dates and itinerary. Should you change your itinerary or dates of travel, this may impact on the fare to be paid.

4.2. Taxes and Charges

Applicable taxes, fees and surcharges imposed by governments or other authorities or by airport operators shall be payable by you. At the time you purchase your Ticket, you will be advised of the taxes, fees and surcharges not included in the fare when you purchase your Ticket.

4.3. Currency

Fares, taxes, fees and surcharges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agents at or before payment is made (e.g. because conversion into the local currency is not possible). We may, at our discretion, accept payment in other currencies.

Article 5 – Seat Reservations

5.1. Conclusion of the agreement of transportation

5.1.1. General

Bookings can be made online on our website www.austrian.com or in our official app, by telephone by calling our call centre using the service number +43 5 1766 1000 (Mon–Sun from 08:00 a.m. to 08:00 p.m.) and in person at our [Ticket Offices](#). The agreement of transportation between us is concluded once you have made us a legally binding offer and we have accepted this offer. Depending on the kind of booking made, different administration fees may apply.

For information purposes only, these are shown under the following link:

www.austrian.com/Info/Flightinformation/ServiceChargeCountries.aspx and do not become part of the contract.

5.1.2. Specifics with booking online

When booking on the website www.austrian.com or in our official app, by hitting the button "Buy Now" or a similarly named field, you are making the legally binding offer to conclude an agreement of transportation. This transportation agreement is concluded once the confirmation reservation is received. The agreement is complete when the storable and printable Austrian booking confirmation appears on your screen, or when this booking confirmation is sent by email to the email contact address you have provided (or afterwards, whichever occurs first). Please note that we will verify your payment data before we issue your booking confirmation. If this verification is unsuccessful, we will not issue a booking confirmation and no transport agreement will have been made.

5.1.3. Specifics of cash payments

When you choose cash as a payment method, our acceptance of your offer and the transport agreement that arises is subject to the condition that you pay for the Ticket within 24 hours of making your offer; however, where departure is within 24 hours of making your offer, you must pay two hours before departure at the latest. Where timely payment is not made, no transportation agreement contract of carriage is made.

5.2. Personal Data

5.2.1. Data Protection

We make use of your personal data exclusively within the framework of the statutory requirements, and always only insofar as this is required to fulfil our contractual obligations or where there is an explicit statutory authorisation or obligation to use the data. Therefore, we exclusively use your personal details for the purpose of your purchase and payment of your relevant Ticket, the fulfilment of the contract of carriage and all associated additional services as well as the implementation of entry and customs procedures. You will find further information on our homepage at <http://www.austrian.com/Info/LegalRegulations/DataProtection.aspx> and <http://www.austrian.com/Info/LegalRegulations/Datacollection.aspx>.

5.2.2. Collection of contact data

In accordance with the regulation (EU) No. 996/2010***, we offer you the option of naming a contact person on our homepage providing their name and telephone number or email address; they will be advised should an aircraft accident occur. These details will be used exclusively for this purpose and will be deleted after the last flight you have started. Please note that this data is not connected with the reservation, and if you change your booking, these details must be re-entered.

5.3. Seating

5.3.1. Seating reservation subject to reservation charges

If you have paid for your seat reservation, you have a right to a certain seating category (window, aisle or middle seat). In the case of a re-booking is changed at our instigation, in the case of a flight cancellation, or in the event of changes made by us for operational, safety, security or other reasons, we will refund you the amount paid for your reservation if your desired seat category is not available. If you cancel or rebook your Ticket or you purchase an upgrade, the amount paid for the seat reservation will not be refunded.

5.3.2. Complimentary seat reservation

In the case of a complimentary seat reservation, we will endeavour to honour advanced seating requests; however we cannot guarantee any specific seat. Even after the boarding of the aircraft, we retain the right at all times to assign you a seat or to change an assigned seat. This may be necessary for operational, safety, security or other reasons.

5.4. Reconfirmation of Reservations

5.4.1. It may be necessary to reconfirm onward or return flights within specified time limits. We will advise you in good time when we require re-confirmation, as well as how and where it should be done. If this is required and you fail to reconfirm, we may cancel your onward or return reservations. If you inform us that you, nevertheless, wish to travel and there is space available on the flight in the requested booking class, we will do everything we can to transport you to your next or final destination.

5.4.2. You should in any case check the reconfirmation requirements of any other Carriers involved in your journey. Where it is required, we request you to reconfirm your flight with the Air Carrier whose code appears in the "Carrier/Flight" box on your Ticket.

*** Regulation (EU) No. 996/2010 of the European Parliament and of the Council of 20 October 2010 on the investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC.

Article 6 – Check-In Deadline and Boarding

6.1. Check-in deadlines vary from airport to airport: we recommend that you inform yourself about them in good time and honour them. Your journey will be smoother if you leave yourself ample time to carry out the whole check-in process calmly. We reserve the right to cancel your booking if you do not comply with the check-in times. We or our Authorised Agent will be happy to inform you about the check-in deadlines of your first flight. You can also obtain these deadlines from our flight timetables. However, you must inform yourself about every subsequent onward or return flight on your journey.

6.2. You must be at the boarding gate no later than the time made specified to you when you check-in.

6.3. If you fail to arrive in good time at Check-in or at the boarding gate, we may cancel your reservation.

Article 7 – Refusal and Limitation of Carriage

7.1. Right to Refuse Carriage

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage on our flights, provided that we have previously notified you in writing. Under these circumstances, you will of course be entitled to a refund on the price of the flight. We may also refuse to carry you or your Baggage if one of the following has occurred or we have well-founded reasons to believe it will occur:

- 7.1.1. Provided this action is necessary to comply with national or international regulations; or
- 7.1.2. Your carriage or that of your Baggage may jeopardise or threaten the security, health or the comfort of Passengers or crew; or

- 7.1.3. Your mental or physical condition, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, other Passengers, the crew or to property; or
- 7.1.4. You have committed misconduct on an earlier flight, and we have reason to believe that such conduct may be repeated or
- 7.1.5. You have refused to submit to a security check; or
- 7.1.6. You have not paid the applicable fare taxes, fees or charges; or
- 7.1.7. You do not appear to have valid travel documents, or you may seek to enter a country which you are only entitled to transit or for which you do not have valid travel documents, you have destroyed your documents during the flight, or you refuse to surrender them to the flight crew - against receipt - when so requested; or
- 7.1.8. You present a Ticket that has been acquired unlawfully either to us or our Authorised Agents which has been reported as lost or stolen; or you cannot prove that you are the person named in the Ticket; or
- 7.1.9. You have failed to comply with the requirements set out in Article 3.3 above, concerning Flight Coupon sequence and use, or you present a Ticket that has been altered in any way, other than by us or our Authorised Agent or
- 7.1.10. You fail to observe our instructions with respect to safety and security and warning signs or other instructions.

7.2. Special Assistance

Acceptance of carriage of unaccompanied children, disabled people, pregnant women, persons with illnesses or other people requiring special assistance is subject to express prior arrangement with us.

Article 8 – Baggage

8.1. Free Baggage Allowance

Depending on your Tariff, you can carry Baggage in specific amounts.

8.2. Excess Baggage

You will be required to pay a charge for the carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request.

8.3. Items Unacceptable as Baggage

8.3.1. You may not include in your Baggage:

- 8.3.1.1. Items which are likely to endanger the aircraft, people or objects on board the aircraft, in particular those specified in the ICAO's (International Civil Aviation Organisation) "Dangerous Goods Regulations", as well as those of IATA (International Air Transport Association) and in other regulations (further information is available upon request);
- 8.3.1.2. Items the carriage of which is prohibited under the applicable laws, regulations and other provisions of the state of departure or the state which is being flown over or to;

•8.3.1.3. Items which are considered by us to be unsuitable for carriage because they are dangerous, or by reason of their weight, size, form or shape, fragility or perishable nature; information about unacceptable items which is available from us upon request.

8.3.2. Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sports purposes may be accepted as Checked Baggage in accordance with our conditions, where firearms are unloaded with the safety catch on, as well as suitably packed. Carriage of ammunition is subject to, and subject to the regulations for the transport of munitions as specified above in Article 8.3.1.1.

8.3.3. Weapons such as antique firearms, swords, knives, etc. can be accepted as Checked Baggage at our discretion, but will not be permitted in the in the cabin of the aircraft.

8.3.4. In the event that any objects as described in 8.3.1 and 8.3.2 are found in your Baggage, we are not liable for loss or damage to these objects, on the precondition that loss or damage is not caused by a consequence of grossly negligent or wilful behaviour on our part.

8.4. Right to Refuse Carriage

8.4.1. We reserve the right to refuse carriage of objects named in Article 8.3 and may refuse the further carriage of any such objects discovered during transportation. We also reserve the right to refuse the carriage of Baggage which weighs more than the permitted Baggage allowance and which was not confirmed by us for the announced route at the start of the journey, or where the applicable charge has not been paid (for example, sports luggage or excess Baggage). You are responsible for the further disposal of refused Baggage, and we assume no liability for it.

8.4.2. We may refuse to carry as Baggage any item considered by us as unsuitable for carriage due to its size, shape, type, weight and content, or for safety or operational reasons, or for the comfort of other Passengers. Information about unacceptable items is available from us upon request.

8.4.3. We may refuse to carry as Baggage if in our reasonable opinion not properly and securely packed. Information about packing unacceptable to us is available from us upon request.

8.5. Right of Search of People and Baggage

We can insist on security grounds that you permit a search or scan of your person and a search or screening of your Baggage. If you are not available, your Baggage can be searched in your absence for the purpose of determining whether you are in possession or whether your Baggage contains any item described in Article 8.3. above. If you are unwilling to comply with such a request, we can refuse to carry you and your Baggage. In the event that a search or scan causes damage to your Baggage, we shall not be held liable for such damage except for the case of intent or gross negligence.

8.6. Checked Baggage

Upon delivery to us of the Baggage that you wish to check, we will take it into our custody and issue a Baggage Tag for each piece of Checked Baggage.

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

8.6.2. Your Checked Baggage will, whenever possible, always be carried on the same aeroplane as you, unless we decide for safety reasons to carry it on another flight. If your Checked Baggage is transported on a subsequent flight, we will deliver it to your destination upon arrival, unless applicable law requires you to be present for customs clearance.

8.7. Hand Baggage

8.7.1 Please note the maximum dimensions and weight for Unchecked Baggage. Furthermore, it must fit either under the seat in front of you or in the Baggage compartment, otherwise it must be checked. Depending on the Tariff, checking Baggage may incur additional costs.

8.7.2. Items not suitable for carriage in the hold (such as delicate musical instruments) and which do not meet the requirements Article 8.7.1 can only be accepted for carriage in the cabin if you have given us advance notice and permission has been granted by us. We will request you to pay a separate charge for this service. Information on this service is available from us upon request.

8.8. Collection and Delivery of Checked Baggage

8.8.1. You are obliged to take receipt of your Baggage as soon as it is made available at the destination airport or stopover location. In the event that you do not collect the Baggage within five days either of its arrival or of the time at which you are advised of its arrival we are permitted to collect a storage charge. The storage charge includes any charge to be paid at the relevant airport for the safekeeping of your Baggage, up to a maximum of 10 euros per day. Should your Checked Baggage not be claimed within a three-month period of it being made available, we may dispose of it with no liability for subsequent damage. This exclusion of liability is only applicable to consumers where the Baggage is not collected as a result of deliberate or grossly negligent actions on our part. Should there be any fees open, we will deliver your Baggage against payment of the open fees.

8.8.2. Only the bearer of the Baggage check is entitled to delivery of the Baggage. We are however not responsible for checking that the bearer of the Baggage check is the rightful recipient of the Baggage to be delivered.

8.8.3. If a person claiming Checked Baggage is unable to produce the Baggage check, we will deliver the Baggage to such person only on the condition that we are satisfied that this is the rightful owner of the Baggage.

8.9. Animals

The carriage of domestic animals is subject to special conditions of transportation and therefore requires our explicit acceptance. Austrian Airlines only carries dogs and cats. If we agree to carry your animal, they will be carried only subject to the following conditions:

8.9.1. You must ensure that your pet is safely crated in a sufficiently large and appropriate transport container. In addition, it is required to hold valid health and vaccinations certificates, together with a pet passport as well as other entry and transit papers required by the relevant country. Beyond this, we reserve the right to specify further conditions and measures as necessary, available from us upon request. For more information, please visit our website <http://www.austrian.com/Info/Flying/TransportationAnimals.aspx> or telephone us on: +43 5 1766 1000

8.9.2. The weight of the accompanying animal and the weight of the appropriate transport container and the necessary food is not part of the applicable free Baggage allowance; even if you do not carry any other Baggage with you. You will be obliged to pay the applicable rate for excess Baggage, available from us upon request.

8.9.3. Guide dogs and comparable service dogs (working dogs, emotional support dogs) as well as their containers and food will be carried free of charge over and above the free Baggage allowance, subject to conditions specified by us. Free carriage and carriage in the cabin require proof of medical necessity. The Passenger's reliance on the carriage in the cabin of an emotional support dog must be proven by a doctor's certificate. Notwithstanding any provision to the contrary, we shall not be required to accept other animals apart from dogs as service animals.

8.9.4. We will have no liability for any such animal not having all necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, or if an animal is not properly crated during transportation, and the animal's owner must reimburse any fines, costs, losses or liabilities imposed or incurred as a result. You are liable for all damages which an animal or service dog might cause on board the aircraft or to others.

Article 9 – Cancellation, denied boarding due to overbooking, delay to flights

We strive to the best of our abilities to avoid cancellations, denied boarding due to overbooking and delays to flights. In the event that a flight is delayed or cancelled, or if you are denied boarding due to overbooking you can make claims in accordance with the Regulation (EC) No. 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91.

Article 10 – Refunds

10.1. Ticket refund

We will refund a Ticket or any unused part thereof in accordance with the applicable fare or Tariff, as follows:

- 10.1.1. We are entitled to make a refund either to the person named on the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of this.
- 10.1.2. If the Ticket was purchased by someone other than the Passenger named on the Ticket, and if, when the Ticket was issued, there was a restriction on its refund, we will only make a refund to the person who paid for the Ticket.
- 10.1.3. Except in the case of a lost Ticket refunds will only be made on surrender of the Tickets and all unused Flight Coupons.

10.2. The amount of refunds in case of voluntary reimbursement

10.2.1. If you are entitled to a refund for other reasons than those set out in Article 9, the amount of the refund is calculated as follows:

- 10.2.1.1. If no portion of the Ticket has been used for a flight, the fare paid, less applicable service charges and cancellation fees will be refunded;
- 10.2.1.2. If a portion of the Ticket has been used for a flight, the refund will be the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less applicable service charges and cancellation fees.

10.3. Refund of a Lost Ticket

10.3.1. If you lose a Ticket or a portion of it upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund on the Ticket price will be made after expiry of the validity period of the Ticket, on condition:

- 10.3.1.1. That the lost Ticket (or a portion of it) was not redeemed or presented for carriage, refund or replacement;

•10.3.1.2. The person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay us the amount refunded in the event of fraud and to the extent that the lost Ticket (or a portion of it) was used or presented for refund or replacement by a third party.

10.3.2. If we or our Authorised Agents lose the Ticket, we will of course replace it.

10.4. Right to Refuse Refund

10.4.1. We may refuse a refund, where application is made after the expiry of the Ticket's validity.

10.4.2. We may refuse refund on a Ticket which has been presented to us, or to government officials, as evidence of your intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

10.5. Manner of Refund and Currency

We reserve the right to make the refund in the same manner and in the same currency used to pay for the Ticket.

10.6. Refunder

Refunds will be made only by the Air Carrier or its agents who originally issued the Ticket.

Article 11 – Conduct On Board the Aircraft

11.1. General

We may take such measures as we deem necessary to prevent such behaviour if in our opinion you conduct yourself on board the aircraft such that

- The aircraft, other persons or property on board or objects are endangered,
- You obstruct the crew in the performance of their duties or fail to comply with their instructions, including but not limited to smoking, the consumption of alcohol and drugs, or
- You behave in a manner that causes inconvenience, discomfort, damage or injury to other Passengers or the crew,

In these cases, we can stop at any place in your journey for you to be disembarked from the aircraft, and refused onward carriage, and we may institute civil and criminal action for your conduct on board.

We also reserve the right to collect your personal details for the purposes of legal prosecution.

The crew can order the stowage of objects (including "light" electronic devices) during taxiing, take-off and landing which in the crew's judgment may threaten safety due to their size, shape, or weight.

11.2. Electronic Devices

The use of portable electronic equipment weighing up to 1 kg (2.2 lbs) such as smartphones, e-readers (ebooks), compact cameras, mobile telephones, "ultra-lightweight" notebooks, tablets, portable audio equipment, CD/DVD/MP3 media players, or electronic games ("Portable Electronic Devices") are permitted during the entire time on board, provided that all transmitting functions remain deactivated and the devices remain in flight mode (the exception from this is the activation of wi-fi solely for the use of myAustrian FlyNet); however, if such equipment weighs over 1 kg (2.2 lbs) or cannot fit in the seat back pocket due to its size (such as standard laptops), during the aircraft's taxiing, take-off and landing, these must remain turned off and stowed. Electronic devices must remain switched off when

not available to be deactivated during the flight (e.g. electronic device in Checked Baggage). For reasons of safety, the use of other electronic devices with transmitting functions (such as remote-control toys and walkie-talkies) is forbidden. Hearing aids and heart pacemakers can of course be used without restrictions.

Where safety reasons so require, the use of electronic devices can be prohibited by the crew.

Article 12 – Arrangements for Additional Services by Third Parties

12.1. If we make arrangements for you with a third party to provide any services other than carriage by air, or if we issue a Ticket or a voucher relating to transportation or services provided by a third party, (additional services) such as for example hotel reservations or car rental, in doing so we act only as your agent. The contract is made directly between you and the relevant third party. We are not a partner in this contract.

12.2. For bookings of Austrian myHoliday Packages through our intercession, a contract will be established for the services of the relevant package between you and the respective contractual partner selected. Claims arising from this contractual relationship exist exclusively and directly between the contractual partners. With regard to Austrian myHoliday Packages, we are solely a facilitator of your contractual partner for the flight and/or transport, where this is provided by us directly or jointly with a Code Share Partner. With regard to all other services offered, we act exclusively as an intermediary. Please note that the Austrian myHoliday Packages are only available in conjunction with an Austrian Airlines flight. It is not possible to make a booking without a flight.

Article 13 – Administrative Formalities

13.1. General

13.1.1. You are solely responsible for obtaining all the required travel documents and visas for your journey, and for complying with all laws, regulations and requirements of the countries in or out of which or through which you are travelling.

13.1.2. We shall not be held responsible for the consequences that result from your failure to obtain such documents with you or from you non-compliance with these laws, regulations and requirements.

13.2. Travel Documents

Prior to travel you must present all exit, entry, health and other documents required by law, regulation or other requirements of the countries concerned, and permit us to make and retain copies thereof.

We reserve the right to refuse carriage to you if you do not comply with these requirements, or if your travel documents do not appear to be in order. We are not liable if, in good faith, we are of the opinion that in our view decisive regulations do not allow your carriage, which we therefore refuse. Furthermore, we are not liable for damages that arise from non-compliance with formalities if you were accepted for carriage despite your non-compliance.

13.3. Refusal of Entry

If you are denied entry into any country, you will be responsible for paying any resulting expenses, fines and charges levied against us, as well as the cost of transporting you from that country. In this case we will not refund the fare collected for carriage to the point of denied entry.

13.4. Passenger Liability for Penalties, Detention Costs, etc.

If we are required to pay any fines, penalties or costs for your detention or to incur other by reason of your failure to comply with the entry, exit or transit regulations of the country concerned or your failure to produce the required (travel) documents, you shall reimburse us on demand any amount so paid or expenditure so incurred. By reason of your failure to comply with the entry, exit or transit regulations of the country concerned or your failure to produce the required (travel) documents, you shall reimburse us on demand any amount so paid or expenditure so incurred.

Furthermore, we reserve the right to take all such necessary measures in order to ensure that payment is made.

13.5. Customs Inspections

If required, you shall attend inspection of your Checked and Unchecked Baggage by customs or other government officials. We are not liable for any damage suffered by you in the course of such an inspection or through your failure to comply with this provision.

13.6. Security Inspections

You must submit to all security controls imposed by the authorities, airports, the Air Carriers or ourselves.

Article 14 – Successive Air Carriers

Carriage to be performed by us and other Air Carriers under one Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.3.2.

Article 15 – Liability for Damage

15.1. Principles

If transportation on your journey is also performed by other Air Carriers, liability will be determined by their own conditions of carriage. Our liability provisions are as follows:

15.2. Applicable Law

With regard to our liability for damages both the Convention and the Regulation (EC) No. 889/2002 are the applicable laws (all legislation in its currently valid version).

15.3. General Regulations

15.3.1. Our liability for damage is reduced in whole or in part by any negligence on your part, which causes or contributes to the damage.

15.3.2. If we issue a Ticket or if we check Baggage for carriage on another Carrier, we do so only as agent for the other Carrier.

With respect to Checked Baggage, you have the right to make a claim for damages against either the first or the last Air Carrier.

15.3.3. We will not be liable for any damage arising directly or indirectly from our compliance with applicable laws or government rules and regulations or from your failure to comply with the same, or which arises from circumstances that are not in our responsibility.

15.3.4. We are only liable for recoverable compensatory damages for proven losses and costs. We are not liable for indirect damages or consequential damage, or for damage recovery of a penal nature. This exclusion of liability is only applicable to consumers where we have not caused the damage deliberately or through gross negligence and the interests of the consumers affected by this damage were not known to us at the time of the conclusion of the contract.

15.3.5. Exclusions or limits of our liability apply also to our Authorised Agents, employees, representatives, as well as to every person whose aircraft we operate, including their authorised agents, employees and representatives. The total amount recoverable from us and from the named persons shall not exceed the amount of our own liability limits. The total amount recoverable from us and the named person shall not exceed the highest amount of our own liability limits.

15.3.6. Regardless of the conditions of Article 15.4.2., we shall not be liable if we furnish proof that we, our people and other persons in our service for the completion of our contract of carriage undertook all necessary measures to guard against the damage, or that we could not take such measures.

15.3.7. Nothing in these General Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws.

15.4. Liability for Personal Damage

15.4.1. Unlimited Liability Our liability for damages caused by death, injury or damage to the health of a Passenger by an accident on board an aircraft, or when boarding or exiting the aircraft is not limited in amount.

15.4.2. Renunciation of Liability Exemption For damages up to the amount of 113,100 SDR (as of 04/01/2010) equivalent to the amount of EUR 123,165.90), we renounce liability exemption by virtue of proof under Article 20 of the Convention.

15.4.3. Prepayments In a case of damages arising, we will promptly, in any case within 15 days from the determination of the identity of the natural person entitled to compensation for damage at the latest, make an advance payment on the amount of damage for compensation necessary to cover immediate financial need. In the case of the death of a Passenger, the value of this prepayment amounts to a minimum of 16,000 SDR (as of 04/01/2010 this is equivalent to the amount of EUR 17,424.00). This prepayment shall be considered as part payment towards final compensation amount.

15.4.4. Exclusion of Liability If we undertake your transportation, despite the fact that this transportation constitutes a danger to you due to your age, mental or physical condition, or this danger is to be feared, we will not be held liable for damage to the extent that this has been caused in whole or in part by this condition. If the transportation could represent a danger for you for these reasons, you are obliged to inform us in advance in order to enable us to examine the options for risk-free transportation.

15.5. Liability for Damages to Baggage

15.5.1. Our liability for Baggage is limited to the amount of 1,131 SDR (as of 04/01/2010) this is equivalent to the amount of EUR 1,231.66) per traveller.

These limits on liability do not apply if it can be proven to us that the damage has been caused by an act or a failing on our part or that of our employees, either deliberately or frivolously and in the knowledge that this would probably cause damage; in the case of an act or a failure by our employees, it must also be proven that this person was acting in the performance of their duties.

15.5.2. We are not liable for damage caused by items in your Baggage. If these objects cause damage to another Passenger's Baggage or to our property, you shall be responsible for the repayment of all damages and costs to us as a result.

15.5.3. In the event that any objects as mentioned in 8.3.1. and 8.3.2. are located in your luggage, we are not liable for the loss or damage of these objects, provided that loss or damage has not been caused as a consequence of our gross negligence or wilful behaviour on our part (see also Article 8.3.4.).

Article 16 – Time Limitations on Claims and Actions

16.1. Notice of Claims

Acceptance of Baggage without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding damage to Checked Baggage, you must notify us as soon as you discover the damage, and at the latest, within 7 days of receipt of the Baggage. Similarly, if you wish to file a claim or an action regarding delayed delivery of Checked Baggage, you must notify us as soon as possible, and at the latest within 21 days from the date that the Baggage has been placed at your disposal. Every notification must be made in writing and must be sent within the time limits mentioned above.

16.2. Limitation of Actions

Any right to damages shall be extinguished if an action is not brought within 2 years of the date of arrival of the aircraft at the destination or the date on which the aircraft was scheduled to arrive or the date on which the transportation was interrupted. The calculation of the period of limitation shall be determined by the law of the court where the case is heard.

Article 17 – Other Conditions

Carriage of you and your Baggage is provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions, as varied from time to time, are important and concern among other things the carriage of unaccompanied minors, restrictions on the use of electronic devices, the consumption of alcoholic beverages on board, etc.

Article 18 – Interpretation

The title of each Article is for convenience only, and is not to be used for interpretation of the text.

Article 19 – Amendments and Waiver

None of our Authorised Agents, employees or authorised representatives is entitled to supplement or amend, or waive the application of the General Conditions of Carriage or other conditions.

Article 20 – Court of jurisdiction / Alternative dispute resolution

If no court of jurisdiction results from the conditions of the Convention or other applicable law, legal action can only be lodged against us at the applicable court having subject-matter jurisdiction in Vienna. For legal actions against us by consumers the legal provisions apply.

Irrespective of the jurisdiction of the general court, consumers can also appeal to an organisation for alternative dispute resolution:

For online bookings, the European Commission has set up a respective dispute resolution platform at <http://ec.europa.eu/odr>

Regardless of whether the booking is made online or via another method, consumers can appeal to one of the following organisations for an alternative dispute resolution:

Agentur für Passagier- und Fahrgastrechte [Agency for Passenger Rights]

Linke Wienzeile 4/1/6
A-1060 Wien
+43 1 5050 707 740
<https://www.apf.gv.at/de/>

Submission of a complaint by post; or by fax to +43 1 505 0707 180; or online:
<https://www.apf.gv.at/de/beschwerde-flug.html>

söp - German Conciliation Body for Public Transport (alternative only for flights departing or arriving in the United Kingdom or Germany)

Fasanenstraße 81
D-10623 Berlin
+49 30 644 99 33-0
<https://soep-online.de>

Submission of a complaint online: https://soep-online.de/beschwerdeformular_flug.html