

# ATLAS AIR, INC.

## GENERAL CONDITIONS OF CARRIAGE FOR PASSENGER CHARTERS

### **Article 1. Applicability and General Terms**

1.1 These Conditions of Carriage apply to the carriage of Passengers and their Baggage on all passenger charter flights operated by Atlas Air, Inc. (“Atlas Air”). These Conditions of Carriage apply in any case where Atlas Air has a legal liability to you in relation to a passenger charter flight, including gratuitous and reduced-priced carriage. We may amend or modify these Conditions of Carriage at any time without prior notice.

1.2 Key terms in these Conditions of Carriage are defined at the end of this document and generally are capitalized. The titles of clauses of these Conditions of Carriage are included for convenience and are not to be used for interpretation of the text.

1.3 Atlas performs passenger charter flights only pursuant to Charter Agreements entered into with a specific Charter Operator, and these Conditions of Carriage are incorporated by reference in the Charter Agreement and in the Itinerary/Receipts issued to Passengers to allow Passengers to board and travel on the aircraft and published on Atlas’ website ([www.atlasair.com](http://www.atlasair.com)). Provisions of Tariffs, applicable law and the relevant Charter Agreement supersede any inconsistent provisions in these Conditions of Carriage, which in turn supersede any inconsistent provisions in our Policies.

1.4 We are only responsible for carriage from the airport at the point of origin to the airport at the point of final destination, unless otherwise expressly stated. We do not provide land or maritime transport service between airports and between airports and in-town terminals or other points of embarkation/debarkation. If we make arrangements for you with any third party to provide any services, including transportation, or if we issue a ticket or voucher relating to transportation or services provided by a third party, in doing so we act only as agents of the third party service provider. The terms and conditions of the third party service provider will apply, and we assume no responsibility for the acts or omissions of such third party.

1.5 As you are a Passenger on a charter flight operated for the Charter Operator, we have no responsibility for your travel reservations or their associated commercial terms and conditions. Questions about those subjects should be directed to your Charter Operator.

1.6 By accepting air transportation on services covered by these conditions of

carriage, you are agreeing to adhere to, and to assist the Carrier and Charter Operator in adhering to, all relevant laws, rules, regulations and requirements established by the United States, foreign countries and local jurisdictions, as well as governmental agencies thereof, including the U. S. Department of Transportation, the U.S. Federal Aviation Administration, U.S. Customs and Border Protection and the U.S. Transportation Security Administration.

1.7 Neither your Charter Operator nor any of its or our agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage unless authorized in writing by a corporate officer of Atlas Air.

1.8 These Conditions of Carriage are inapplicable to the documentation, tender, or carriage of cargo.

## **Article 2. Itinerary/Receipts**

2.1 We will only carry you if you are the Passenger named in an Itinerary/Receipt and you provide positive identification. You cannot transfer your Itinerary/Receipt to another individual.

2.2 Limitations.

- (a) An Itinerary/Receipt is valid only for transportation shown thereon that we provide, from the airport of departure via any Agreed Stopping Places to the final destination.
- (b) Except as otherwise provided in the Itinerary/Receipt, these Conditions of Carriage, or applicable Tariffs (which may limit the validity of an Itinerary/Receipt, in which case the limitation will be shown thereon), an Itinerary/Receipt is valid for the term and to the extent specified by the Charter Operator.
- (c) Flights must be used in the order in which they appear on the Itinerary/Receipt. Failure to do so will result in the Itinerary/Receipt becoming invalid. An example of using flights out of order would be an attempt the journey at any Agreed Stopping Place, rather than at the place of departure set forth on the Itinerary/Receipt.
- (d) An Itinerary/Receipt may not be endorsed to any other airline for transportation.

2.3 You must contact your Charter Operator if you wish to make any changes in the transportation shown on your Itinerary/Receipt.

## 2.4 Class of Service and Seats.

- (a) An Itinerary/Receipt will be accepted for transportation in a single seat in the class of service on the date and flight for which space has been reserved.
- (b) A Passenger must procure from the Charter Operator an additional seat, or an upgrade to a cabin with a suitable seat, if the Passenger is unable:
  - (i) to fit into a single seat in the assigned cabin;
  - (ii) to properly buckle the seatbelt using a single seatbelt extender; or
  - (iii) to put the seat's armrests down when seated.

2.5 If you fail to board the aircraft prior to the departure of any flight for which an Itinerary/Receipt has been issued, unless for any reason beyond our control, the Itinerary/Receipt will be invalid and we shall be under no liability to you.

2.6 Our name may be abbreviated to our airline designator code ("5Y" or "GTI") or otherwise in the Itinerary/Receipt. Our address shall be deemed to be the airport of departure indicated for our first flight segment in the Itinerary/Receipt.

## **Article 3. Air Transportation Prices and Other Charges**

3.1 Prices. We do not set the price of your air transportation, which may include charges, surcharges, fees and taxes imposed by governments, airport operators, or other authorities.

3.2 Itinerary Changes. You should address any questions about Itinerary/Receipt changes to the Charter Operator. We will not refund any amount to the person named in an Itinerary/Receipt or to any other person under any circumstances.

## **Article 4. Reservations and Special Services**

4.1 Reservations. Your reservations will be made and recorded by the Charter Operator or its agent and memorialized by an Itinerary/Receipt that includes your travel information. If you do not receive a written Itinerary/ Receipt, you may ask that one be delivered to you. Certain policies set by Charter Operator may limit or exclude your right to change or cancel reservations. You should check the terms and conditions that apply to your transportation, and we accept no responsibility for your failure to do so.

4.2 Seating Assignments. Seats normally will be assigned at the airport upon

check-in. We reserve the right to assign or re-assign seats at any time, even after you board the aircraft. This may be necessary for operational, safety, government regulatory, health, or security reasons. We will make reasonable seating accommodations for Passengers with disabilities in accordance with applicable law.

4.3 Personal Data. By providing us or the Charter Operator with personal information, you authorize us to retain such information, to use it to provide you with transportation and related services and facilities, and to disclose it as required by law, regulation, or court order, at government or law enforcement request, or in a good faith belief that disclosure is necessary or advisable.

4.4 Passengers with Disabilities.

- (a) We seek to provide Passengers with disabilities dignified, professional, and courteous service at all times. If you are a Passenger with a disability and you require any special assistance, you should inform your Charter Operator or its agent or your travel department at the time of booking so we have adequate time to make appropriate arrangements.
- (b) We require that you provide at least 48 hours' advance notice, and check in one hour before the general public, to receive the following services and accommodations:
  - (i) authorization to use your self-powered ventilator, respirator, continuous positive airway pressure ("CPAP") machine or FAA-approved portable oxygen concentrator ("POC") that meets applicable FAA requirements for medical portable electronic devices and is so labeled, provided that the device is stowed and used in the Passenger cabin consistent with applicable government regulations;
  - (ii) Provision of hazardous materials packaging for batteries or other assistive devices that are required to have such packaging;
  - (iii) Accommodation for a group of ten or more qualified individuals with a disability who make reservations and travel as a group;
  - (iv) Transportation of an emotional support or psychiatric service animal in the cabin;
  - (v) Transportation of a service animal on a flight scheduled to take eight (8) hours or more; or
  - (vi) Accommodation of a Passenger who has both severe vision and hearing impairments.
- (c) We may require that you travel with an attendant if it is essential for safety and:

- (i) because of a mental disability, you are unable to comprehend or respond appropriately to safety instructions from carrier personnel;
  - (ii) you have a mobility impairment so severe that you are unable to physically assist in your own evacuation of the aircraft; or
  - (iii) you have both severe hearing and severe visual impairments, if you cannot establish some means of communication with carrier personnel that is adequate both to permit transmission of a safety briefing and if you cannot assist in your own evacuation of the aircraft.
- (d) **Special Assistance Coordinator.** If you identify yourself as having a disability, a designated individual will contact you to work with you on travel arrangements. That individual also is responsible for notifying airport and in-flight personnel of special service requests.
- (e) **Pre-Reserved Seats.** We block a limited number of seats on each aircraft to accommodate Passengers who identify themselves as having a qualified disability. Adjacent seats are provided, under certain circumstances, for Passengers with disabilities who must travel with a companion for assistance.
- (f) **Passenger-Supplied Respiratory Devices.** You may travel with your own self-powered ventilator, respirator, CPAP machine or POC so long as all of the following requirements have been met:
- (i) You have satisfied the advance notice and check-in requirements of Section 4.4(b) and, when providing the advance notice, have inquired about the expected maximum duration of the flight in order to determine the required number of batteries for your ventilator, respirator, CPAP machine or POC .
  - (ii) You have in your possession an adequate number of fully charged batteries, based on the battery manufacturer's estimate of the hours of battery life while the device is in use (and, in the case of a POC, based on the information in the physician's statement) to power the device for not less than 150% of the expected maximum flight duration. **Note:** We do not have electrical outlets available for on-board recharging of respiratory devices.
  - (iii) In the case of a POC, you provide a written statement or medical certificate signed by a licensed physician and dated within 10 days of departure (1) certifying that you need in-flight oxygen and are able to fly without physical risk to yourself and other passengers and (2) specifying the amount of oxygen you require per hour and the flow rate of the device.
- (g) **Other Assistive Devices.**

- (i) We accept motorized and non-motorized assistive devices for transport. When necessary, we will disassemble and reassemble wheelchairs or assistive devices for Passengers when they travel. We provide storage for one Passenger's collapsible, manual wheelchair in the cabin of each aircraft on a first-come, first served basis and with priority over carry-on Baggage belonging to other Passengers who board at the same city, provided the Passenger follows the pre-boarding procedure. In-cabin stowage space for assistive devices cannot be pre-reserved, but we accept carry-on wheelchairs, provided they collapse to fit in an overhead bin or under a seat.
- (ii) Non-collapsible wheelchairs/scooters are accepted as Checked Baggage. These items can be checked at the main ticket counter or the departure gate.
- (iii) Assistive devices approved for cabin transport do not count towards the combined number of Checked and carry-on Baggage items a Passenger is allowed free of charge, nor do they count towards the limit on carry-on items you may bring on board.
- (h) Service Animals. We will accept for transportation, without charge, a service animal required to assist a person with a disability. We will permit the service animal to accompany the person onboard the aircraft and to remain on the floor at the person's seat. The service animal will not be permitted to occupy a passenger seat. To the extent permitted or required by law, we reserve the right to deny transportation to any service animal when reasonably necessary, in our sole discretion, for the comfort or safety of passengers or crewmembers or for the prevention of damage to the property of the carrier, our passengers or employees.
- (i) Boarding Assistance. If you have special needs, upon request, pre-boarding assistance will be provided to you, allowing you the opportunity to be seated prior to general boarding. A special aisle chair is available to assist you if you are unable to walk, and our aircraft are equipped with specially designed seats that feature moveable aisle armrests to help make seating easier.
- (j) Complaint Resolution Officials. Trained complaint resolution officials ("CROs") are available at airports we serve during operating hours to respond to complaints. A corporate complaint resolution official is available to assist CROs 24 hours per day, seven days per week.
- (k) Medical oxygen, stretcher, and incubator services are not available on our aircraft.

4.5 Onboard Services. We will try to ensure that special onboard services you requested when you made your reservation, such as religious or dietary meals, are available. No charge will be made to you for the provision of such services. We will not, however, be liable to you for loss, expense, breach of contract or other damage

should we, for any reason, be unable to supply such previously requested service. For operational reasons, we do not make any guarantees about the provision/availability of: in-flight entertainment equipment and advertised programs; special meals or any other type of meals; or other in-flight services.

## **Article 5. Check-In and Boarding**

5.1 Check-in Deadlines are different at every airport. You must have completed the check-in process sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures and not later than any minimum time we or the Charter Operator specify. If you do not complete the check-in process and receive your boarding pass for your flight by the Check-in Deadline, we may refuse to allow you to board the aircraft and refuse to carry you. Unless otherwise specified in your Itinerary/Receipt: (a) for departures from the United States check-in opens four (4) hours before estimated/scheduled time of departure (“ETD”), and the Check-in Deadline is one (1) hour before ETD; and (b) for departures from outside the United States check-in opens four (4) hours before ETD and the Check-in Deadline is two (2) hours before ETD.

5.2 You must be present at the designated boarding gate for your flight not later than the time we specify when you check in.

5.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time or if you fail to present required travel documents.

5.4 We will not be liable to you for any loss or expense you suffer if you fail to meet Check-in Deadlines, fail to present yourself for check-in on time, or fail to be at the boarding gate on time.

## **Article 6. Acceptance/Refusal of Passengers**

6.1 Acceptance of Children.

- (a) A child (an individual 14 years of age or under) may travel if accompanied by a responsible individual at least 15 years of age so long as that individual is a parent or legal guardian or such responsible individual has notarized documentation from the parent or legal guardian giving specific permission for the child to travel with the named individual on the specific flight and date. We reserve the right to refuse transportation if in our opinion the documentation appears to be of questionable authenticity.
- (b) A child under 5 years of age may not travel unaccompanied. A child 5 years of age or older may travel unaccompanied only if the child: (i) is escorted to departure by a responsible adult who remains until boarding and the aircraft

has departed the gate; and (ii) will be met at arrival by a parent, legal guardian or responsible adult with notarized documentation from the parent or legal guardian authorizing discharge of the child to the custody of the responsible adult. We will assume no financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger.

- (c) An infant under 2 years of age may occupy a separate seat if he or she holds a separate reservation and travels in an FAA-approved child restraint device (such as a car seat). The child restraint device may be provided by the accompanying Passenger or that Passenger's designee. We do not provide child restraint devices.
- (d) We will not transport infants of 7 days old or younger.

6.2 Right to Refuse Carriage. In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage (even if you hold a valid Itinerary/Receipt or have a boarding pass) if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

- (a) such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- (b) you refuse our requests for information about yourself, including information required by governments;
- (c) you are barefoot or inadequately or improperly clothed;
- (d) you have a communicable disease or infection that poses a direct threat to the health or safety of others;
- (e) unless you provide a suitable medical certificate, your medical condition is such that there is reasonable doubt that you can complete the flight safely without requiring extraordinary medical assistance during the flight;
- (f) your mental or physical state (including your impairment from alcohol or drugs, your disorderly, abusive, or violent conduct, or your malodorous condition) presents a safety or health hazard or risk to yourself, to Passengers, to crew, or to property or may materially affect the comfort of other Passengers or crew (however, we will make reasonable accommodations for Passengers with disabilities in accordance with applicable laws);

- (g) you have refused to submit to a security check for yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate, or you fail a security profiling assessment/analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass;
- (h) you appear to lack a valid passport, required visa or other travel documents, seek to enter a country through which you may be in transit or for which you do not have such documents, destroy such documents during flight, or refuse to surrender such documents to the flight crew for review when so requested;
- (i) you present an Itinerary/Receipt that: has been acquired unlawfully; has been purchased from an entity other than the Charter Operator its agent or has been reported as being lost or stolen; is counterfeit; or bears a name other than yours;
- (j) you are a prisoner (traveling with or without restraints) or otherwise escorted by law enforcement personnel;
- (k) you fail to comply with the Itinerary/Receipt requirements set forth above, or you present an Itinerary/Receipt that we, the Charter Operator, or its agent did not issue or alter;
- (l) you fail to observe our instructions with respect to safety or security; or
- (m) you have previously committed one of the acts or omissions referred to above.

6.3 Consequences of Refusal to Carry or Removal of Passenger. If we have, in the exercise of our reasonable discretion, refused to carry you, or removed you en route, for any of the reasons listed in section 6.2, then we may cancel any remaining unused portion of your Itinerary/Receipt, and you will not be entitled to further carriage. We will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route. Further, we reserve the right to require that you indemnify us in full against any losses arising out of such behavior, conduct or condition and such refusal or removal, including our costs of diverting the flight and costs incurred in respect of death, injury, loss, damage or delay to other persons or to property.

6.4 Aircraft Capacity. If we believe that the aircraft weight limitation or seating capacity would otherwise be exceeded, we will decide in our reasonable discretion, and subject to these Conditions of Carriage and any applicable law, which Passengers or articles shall be carried.

6.5 Items Removed from Passengers by Airport Security Personnel. We will not

be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

## **Article 7. Baggage**

7.1 Free Baggage Allowance. We will carry some of your Baggage free of charge. Your free Baggage allowance will be shown on your Itinerary/Receipt and is based on the following limits:

(a) Checked Baggage

- (i) Maximum 2 pieces for coach/economy class, 3 pieces for business class and 4 pieces for first class. When two normally separate items are attached, such as two suitcases bound together by plastic wrap, they are deemed to be separate pieces, requiring individual baggage tags and separate screening. Baggage exceeding the free Baggage allowance may be checked as excess Baggage subject to the limitations of Section 7.2 upon payment of excess Baggage charges.
- (ii) No article carried as part of a free Checked Baggage allowance may exceed 32kg/70 pounds or have outside dimensions of more than 62 linear inches (length + height + depth).

(b) Unchecked Baggage

- (iii) One piece of carry-on Baggage that can fit under a seat, has maximum outside dimensions of 56 linear inches (length + height + depth), weighs no more than 18kg (40 pounds), and will not endanger the safety of the flight or interfere with the safety or comfort of other Passengers.
- (iv) The following articles: one personal item such as a purse, briefcase, or laptop; outer garments; an FAA-approved child safety seat for each child Passenger; and assistive devices for disabled Passengers.

7.2 Excess, Overweight, and Oversized Baggage. We may refuse to carry items that exceed the free Baggage allowance described above for any reason including, but not limited to operational reasons. If we do accept such items, they may be subject to additional charges. We retain the absolute discretion to offload excess Baggage from the aircraft to accommodate items falling within another Passenger's free allowance, or for any other reason, and/or may elect to transport such items on a subsequent flight rather than on the flight on which you are booked. Additionally, acceptance of any such items shall be subject to the following limitations:

- (a) Overweight Baggage – maximum of 100 pounds per piece unless approved by

the station manager. Any piece above 200 pounds will be refused as Baggage.

- (b) Oversized Baggage – maximum of 62 inches linear outside dimensions per piece unless approved by the station manager.
- (c) Unless advance arrangements for its carriage have been made with us, we may carry on later flights Baggage which is in excess of the applicable free allowance.

### 7.3 Items Unacceptable As Baggage. You must not include in your Baggage:

- (a) Items which do not constitute your Baggage as defined in these Conditions;
- (b) 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 Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, or applicable hazardous materials laws including items per [www.faa.gov/about/initiatives/hazmat\\_safety](http://www.faa.gov/about/initiatives/hazmat_safety) precluding common toiletry and electronics packed in checked baggage as considered hazardous material;
- (c) Items, the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to, or over;
- (d) Items which we reasonably consider to be unsuitable for carriage because they are dangerous or unsafe, because of their weight, size, shape or character, or because they are fragile, perishable, or precious and are not accepted by us pursuant to Section 7.11.
- (e) Firearms and ammunition other than for hunting and sporting purposes. Firearms and ammunition for hunting and sporting purposes may be accepted only as Checked Baggage; firearms must be unloaded, with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations and may be subject to applicable government regulation.
- (f) Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
- (g) Items that are not properly and securely packed in suitable containers.

7.4 If, despite being prohibited, any items referred to in section 7.3 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

7.5 **Right to Refuse Carriage.** We will refuse to carry as Baggage the items described in section 7.3, and we may refuse further carriage of any such items upon discovery. We may refuse to carry as Baggage any item because of its size, shape, weight, contents, or character, or for safety or operational reasons, or for the comfort and convenience of other Passengers. We may refuse to accept Baggage for carriage unless it is properly packed in suitable containers.

7.6 **Right of Search.** For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage, and you and your Baggage are subject to inspection with an electronic detector with or without your consent or knowledge. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of, or whether your Baggage contains, any item described in 7.3. Failure to submit to a requested search may result in our refusal to carry you and your Baggage. In the event a search or scan causes damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence. This right of search imposes no obligation on us, nor does it constitute an express or implied agreement to carry items within your Baggage which would otherwise be precluded from carriage.

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

- (a) Checked Baggage must have your name or other personal identification affixed to it.
- (b) Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security, or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

7.8 **Collection and Delivery of Baggage.** You must collect your Checked Baggage as soon as it is made available at your destination.

- (a) Should you not collect it within a reasonable time, you may be responsible for a storage fee. Should you not claim it within three (3) months from the time it is made available, we may dispose of it without any liability or notice to you.
- (b) Only the bearer of a Baggage Identification Tag is entitled to delivery of

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

- (c) Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery shall constitute sufficient evidence that the Baggage has been delivered in good condition and in accordance with these Conditions.

7.9 Animals. Carriage of animals (other than a service animal) is at our discretion. We intend to limit the number of animals we carry and may decline to accept an animal from you for any reason. If we agree to carry such an animal for you, it will be carried subject to the following terms:

- (a) You must make a reservation for any animal you wish us to transport at least 72 hours prior to scheduled flight departure.
- (b) You must ensure that animals such as dogs, cats, household birds, and other pets are properly crated, accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which such animals will not be accepted for carriage. Such carriage may be subject to additional terms.
- (c) If accepted as Baggage an animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess Baggage.
- (d) We will have no liability in respect of any such animal not having all of the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory.

7.10 Acceptance of Items from Third Parties. Passengers are prohibited from accepting parcels, materials or items of any kind from third parties ("Unauthorized Items") for transportation on flights, whether as Checked Baggage, Unchecked Baggage or otherwise. If we observe a Passenger receiving an Unauthorized Item from a third party, we are required to report the Passenger to security officials and the Transportation Security Administration. We have the right in our sole discretion to deny the Passenger boarding for failure to comply with this requirement.

7.11 Fragile, Perishable, or Precious Items.

- (a) Fragile, perishable and precious items include, but are not limited to the following: art and artistic items; electronic and mechanical items; glassware and china; musical instruments and equipment; photographic and cinematographic equipment; jewelry; precious metals; and perishable items such as fruits, vegetables, meats, fish, poultry, cut flowers, plants, and similar items of a perishable nature.
- (b) Fragile, perishable and precious items must be identified at time of check in. If properly packed, we may elect to accept such items as Baggage, but such acceptance is within our sole discretion.
- (c) Highly valuable items, including, without limitation, cash, cash equivalents, securities, negotiable instruments, irreplaceable documents, jewelry, silverware, precious metals, works of art and any other items that cannot easily be replaced if lost or damaged, will not be accepted.

## **Article 8. Schedules; Delayed and Canceled Flights**

### 8.1 Schedules.

- (a) We will endeavor to carry you and your Baggage with reasonable dispatch, but times shown in timetables, on your Itinerary/Receipt and elsewhere are not guaranteed.
- (b) The flight times shown in timetables are not guaranteed and are subject to change between the date of publication and the date you actually travel. We do not guarantee them. We are not responsible for your connections on further flights and are not liable if such connections are not made for any reason.
- (c) The scheduled flight time in effect at the time you book a flight will be shown on your Itinerary/Receipt. It is possible we may need to change the scheduled flight time subsequent to issuance of your Itinerary/Receipt. If you provide contact information, we, the Charter Operator, or its agent will endeavor to notify you of such changes.

8.2 Delay and Cancellation. We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances, we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft. Nonetheless, we may, without notice and for any reason, cancel, terminate, divert, postpone or delay any flight or the right of carriage or reservation of traffic

accommodations without any liability to you except as otherwise provided by the Warsaw Convention or Montreal Convention, whichever may apply, or applicable law.

8.3 In the event of lengthy on-board delays exceeding two (2) hours, we will make reasonable effort to meet essential needs for food, water, restroom facilities and basic medical assistance. In the event we are unable to meet this commitment, or in the case of an on-board delay exceeding three (3) hours, the Carrier will coordinate with airport authorities and vendors to allow Passengers to deplane as soon as feasible.

8.4 Unless otherwise provided under the Charter Agreement, Atlas is under no obligation to provide any compensation, amenities, or benefits to Passengers in the event of delayed or cancelled flights, except as required by applicable law.

## **Article 9. Conduct Aboard Aircraft**

9.1 If, in our opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instruction of the crew including but not limited to those with respect to sitting down and fastening a seatbelt, smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and you may be prosecuted under criminal law. If you conduct yourself in a manner described in this section, you will indemnify us for all claims or losses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading you and all losses suffered or incurred by us, our agents, employees, independent contractors, Passengers and any third party in respect of death, injury, loss damage or delay to other persons or to property, arising from your misconduct.

9.2 You are not allowed to consume alcohol aboard our aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless we have served it to you. We have the right, at any time for any reason, to refuse to serve you alcohol or to withdraw alcohol which has been served to you.

9.3 Smoking is prohibited on our Flights. Federal law prohibits tampering with, disabling, or destroying any smoke detector installed in an aircraft lavatory.

9.4 **Electronic Devices.** For safety or legal reasons, we may forbid or limit operation aboard the aircraft of electronic equipment including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, MP3,

cassette and CD players, electronic games, laser products, or transmitting devices including remote or radio controlled toys and walkie-talkies. You must not use these items when we have informed you that they are not permitted to be used. Operation of hearing aids and heart pacemakers is permitted. If you fail to comply with these requirements, we reserve the right to retain such electronic devices until the termination of your flight or until such other time as we consider appropriate.

## **Article 10. Administrative Formalities**

### 10.1 General.

- (a) You must check the relevant exit requirements for any country you are leaving and entry requirements for any country you are visiting, and you must present to us all required passport, visas, health certificates and other travel documents needed for your journey.
- (b) You must obey all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.
- (c) We will not be liable to you if: (i) you do not have the necessary passports, visas, health certificates and other travel documents; (ii) your passport, visa, health certificates or other travel documents are invalid or out of date; or (iii) you have not obeyed all relevant laws, regulations, orders, demands, requirements, rules or instructions.

10.2 Travel Documents. Prior to travel, you must present to us all exit, entry, health and other documents including passports and visas required by laws, regulations, orders, demands or requirements of the countries concerned. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order. We shall not be liable to you if we carry you and it is later determined that you did not have any of the aforementioned travel documents for all countries you will exit, enter, or through which you will transit during your journey. We shall not be liable for any assistance or information provided by our agent/employee to you relating to the aforementioned travel documents or laws or for the consequences to you resulting from your failure to obtain such travel documents or laws.

10.3 Refusal of Entry. If you are denied entry into any country, we will not be responsible to pay the cost of transporting you from that country or to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents. If you are refused entry to a country (including a country you transit through while en route to your destination), you must reimburse us in full upon request for any fine, penalty or charge assessed against us by the government concerned (including detention costs)

10.4 Government Regulation. No liability shall attach to carrier if carrier in good faith determines that what it understands to be applicable law, government regulation, demand, order or requirement, requires that it refuse and it does refuse to carry a passenger.

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

## **11 Our Liability; Claims and Actions**

11.1 The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a Passenger, as provided in the following subsections:

11.1.1 The Carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each Passenger.

11.1.2 The Carrier shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each Passenger if the Carrier proves that: (i) such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or (ii) such damage was solely due to the negligence or other wrongful act or omission of a third party.

11.1.3 The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with subsections (a) and (b) hereof.

11.1.4 With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

11.1.5 The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the Passenger.

11.2 In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a Passenger as provided in the following subsections:

- 11.2.1 Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the Passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a Passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the Passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
- 11.2.2 The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the Passenger.
- 11.2.3 The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
- 11.2.4 The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.
- 11.2.5 The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the Passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- 11.3 The Carrier shall be liable for damage occasioned by delay in the carriage of Passengers by air, as provided in the following subsections:
- 11.3.1 The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
- 11.3.2 Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.

- 11.3.3 Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a Passenger and do not include mental injury damages.
- 11.3.4 The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 5,346 Special Drawing Rights per Passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.
- 11.4 The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of Checked and Unchecked Baggage, as provided in the following subsections:
- 11.4.1 Except as provided below, the liability of the Carrier is limited to 1,288 Special Drawing Rights for each Passenger in the case of destruction, loss, damage, or delay of Baggage, whether Checked or Unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. For travel wholly within the United States, the limitation on liability for damages sustained in the case of destruction or loss of, damage to, or delay of Checked and Unchecked Baggage, shall be US\$ 3,500.00 per Passenger, subject to Section 11.4 (b). Unless the Passenger proves otherwise: (i) all Baggage checked by a Passenger shall be considered to be the property of that Passenger; (ii) a particular piece of Baggage, Checked or Unchecked, shall not be considered to be the property of more than one Passenger; and (iii) Unchecked Baggage, including personal items, shall be considered to be the property of the Passenger in possession of the Baggage at the time of embarkation.
- 11.4.2 If a Passenger makes, at the time Checked Baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such Checked Baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the Passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of subsection (a) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount

exceeds 22 Special Drawing Rights per kilogram of the total recorded weight of the Checked Baggage at the time the Baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of Baggage in excess of any free allowance the Carrier may provide.

11.4.3 In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.

11.4.4 The Carrier is not liable for destruction, loss, damage, or delay of Baggage not in the charge of the Carrier, including Baggage undergoing security inspections or measures not under the control and direction of the Carrier.

11.4.5 The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with subsection (a) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

11.5. An action for damages must be brought within two years. Notwithstanding the foregoing, a complaint must be made to the Carrier within seven calendar days in the case of damage to Baggage, and 21 calendar days in the case of delay thereof.

11.6 Special Provisions Concerning Baggage Liability.

11.6.1 We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for reasonable wear and tear of Baggage resulting from the usual and normal rigors of transportation by air.

11.6.2 If the weight of the Baggage is not recorded on the boarding pass or Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of carriage concerned.

11.6.3 We are not liable for injury to you or for Damage to your Baggage caused by property contained in your Baggage. You are responsible for any damage caused by you or your Baggage to other people and their property, and you shall indemnify us for all losses and expenses we incur as a result thereof.

## 11.7 Other Provisions Concerning Liability.

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

11.7.2 We shall be liable only for Damage occurring during transportation that we operate.

11.7.3 We are not liable for any damage arising from our compliance with any laws or government regulations, orders or requirements, or from your failure to comply with the same.

11.7.4 Except where these Conditions of Carriage explicitly state otherwise, our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and reputation; and (ii) indirect, consequential losses, or (iii) any form of non-compensatory damages.

11.7.5 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person whose aircraft we use and such person's agents, employees and representatives. As a result, the total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our limit of liability.

11.7.6 Unless explicitly stated otherwise, nothing in these Conditions of Carriage shall operate as a waiver of any exclusion or limitation of liability to which we are entitled under the applicable law which may apply. With respect to third parties, we reserve all of our right of recourse against any other person, including without limitation, rights of contribution and indemnity.

11.8 Unless otherwise provided by the Warsaw Convention or the Montreal Convention, whichever may apply, or any applicable law, government regulations, orders or requirements, these Conditions of Carriage and any carriage which we agree to provide you with (in respect of yourself and/or your Baggage) shall be governed by the laws of the State of New York without regard to its conflict of laws principles, and any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the exclusive jurisdiction of the State and Federal courts having jurisdiction over Purchase, New York, USA.

## 12 Waiver

12.1. The failure of us to enforce at any time any of the provisions of these Conditions, or to exercise any option herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of these Conditions, or of our right thereafter to enforce each and every such provision. The express waiver (whether one or more times) of any provision, condition or requirement of these Conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

### **13 Definitions**

“We”, “our,” “us” and “the Carrier” means Atlas Air, Inc.

“You”, “your” and “yourself” mean any person, except members of the crew, carried or to be carried in an aircraft with our consent (See also definition for “Passenger”).

“AGREED STOPPING PLACES” means those places, except the place of departure and the place of final destination, set forth in the Itinerary/Receipt or shown in our timetables as scheduled stopping places on your route as contractually agreed stopping places.

“BAGGAGE” means your personal property that accompanies you in connection with your trip and that is necessary or appropriate for wear, use, comfort, or convenience in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

“BAGGAGE IDENTIFICATION TAG” means a document we issue you to identify each piece of your Checked Baggage.

“CHARTER OPERATOR” means the person or entity chartering the aircraft in accordance with the single entity/private charter rules of the U.S. Department of Transportation and the U.S. Transportation Security Administration.

“CHECKED BAGGAGE” means Baggage of which we take sole custody and for which we have issued a Baggage Identification Tag.

“CHECK-IN DEADLINE” means the time limit we set by which you must have completed check-in and received your boarding pass.

“CONDITIONS OF CARRIAGE” means this document.

“DAMAGE” means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board the aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air or our incidental handling. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

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

Passengers or Passengers with a “DISABILITY” are those who have a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, have a record of such an impairment, or are regarded as having such an impairment. The U.S. Air Carrier Access Act and implementing regulations, 14 C.F.R. Part 382, further define this term.

“MONTREAL CONVENTION” means the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to an Itinerary/Receipt. (See also definition of “you”, “your” and “yourself”)

“POLICIES” mean our rules, other than these Conditions of Carriage and Tariffs, that are in effect on the date of the commencement of carriage and that govern the carriage of Passengers and Baggage.

“Special Drawing Right” or “SDR” means the widely recognized international unit of account based upon the values of several leading currencies. The currency values of the SDR fluctuate and are re-calculated each banking day.

“TARIFF” means published fares, charges, and/or related conditions of carriage of an airline which have been filed, where required, with the appropriate authorities.

“ITINERARY/RECEIPT” means a document or documents of carriage that we or the Charter Operator, or an agent of either, issue to a Passenger that contains the Passenger’s name, flight information (including the particular places between which the Passenger is entitled to travel), and notices of these Conditions of Carriage and other terms. These documents should be retained, and they include statements contained in or delivered with such documents or those delivered separately to the Passenger.

“UNCHECKED BAGGAGE” means any of your Baggage other than Checked Baggage, including all items you bring into the aircraft cabin.

“WARSAW CONVENTION” means whichever of the following instruments are applicable: The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; or the Warsaw Convention as amended at The Hague on 28 September 1955; or the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).