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TRANSPORTATION OF PASSENGERS AND BAGGAGE BY TRADEWIND AVIATION, LLC. IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, IN ADDITION TO ANY TERMS AND CONDITIONS PRINTED ON OR IN ANY TICKET, TICKET JACKET OR ETICKET RECEIPT, OR SPECIFIED ON ANY INTERNET SITE, OR IN PUBLISHED SCHEDULES. BY PURCHASING A TICKET OR ACCEPTING TRANSPORTATION, THE PASSENGER AGREES TO BE BOUND THEREBY. THESE TERMS AND CONDITIONS APPLY TO ANY AND ALL SCHEDULED FLIGHTS OPERATED BY TRADEWIND AVIATION LLC.

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### Definitions

As used in this Contract of Carriage, the following terms, whether or not capitalized, shall have the meanings as described below:

Term	Definition
Adult	A person who has reached his/her eighteenth birthday as of the date of commencement of travel.
Airway Bill	A document made out by or on behalf of the shipper which evidences the contract between the shipper and the air carrier for carriage of goods over routes of the air carrier.
Animals	The usual connotation of domestic pets as well as reptiles, birds and fish.
Baggage	Such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger's trip. Unless

	otherwise specified, it shall include both checked and unchecked baggage and property of the Passenger.
Baggage Check or Baggage Claim Tag	Those portions of the ticket that identify the carriage of a Passenger's checked baggage and that are issued by the carrier as a receipt for the Passenger's checked baggage.
Baggage Tag	A document issued by the carrier solely for identification of checked baggage, the portion of which is attached by the carrier to a particular article of checked baggage.
Cabin Baggage	Carry-On-Baggage that due to its size and nature requires the purchase of a seat on board the aircraft to transport the piece of baggage.
Calendar Month	The period of time starting with the start of any day in a month, identified by number, and ending with the start of the same day of the following month. When the same day does not occur in the following month, this period ends on the last day of the month.
Calendar Week	A period of seven days starting at 12:01 a.m. Sunday and ending at midnight of the following Saturday, provided that when used in reference to service offered only once a week between points of travel, it shall mean a period of eight days commencing with 12:01 a.m. on the day the flight operates.
Cargo	Goods transported by the air carrier that are not part of a passenger's baggage
Carriage	Transportation of Passengers and their baggage by air or ground, either gratuitously or for payment.
Carrier	The carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or his baggage there under.
Carry-on-Baggage	Baggage, other than Checked Baggage, carried on board an aircraft by a ticketed Passenger also known as unchecked baggage.
Certificate	A physical piece of paper with a set value towards transportation or discount on Tradewind Aviation, LLC.
Checked Baggage	Baggage that a ticketed Passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Claim Tag to the Passenger.
Child	A person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.
Circle Trip	Travel from a point and return thereto by a continuous, circuitous air route (including journeys comprising two (2) fare components but which do not meet

	the conditions of the round trip definition), provided, that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.
Conjunction Ticket	Two or more tickets concurrently issued to a Passenger and which together constitute a single contract of carriage. Consequential Damages which are the result of an act but are not direct or immediate.
Consignee	The person or persons to whom a shipment is to be delivered. The person who has been designated by a shipper to receive a piece of cargo.
Consignor	The person or persons to whom is shipping an item. The person who is actually shipping the item to be transported is the consignor.
Contiguous United States or Continental United States	The District of Columbia and all states of the United States other than Alaska or Hawaii.
Contract of Carriage	The terms and conditions contained in this document, as amended from time to time by the Carrier.
Country of Commencement of Transportation	The country from which travel on the first international sector takes place.
Country of Payment	The country where payment is made by the purchaser to the carrier or its agent. Payment by check, credit card or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the carrier or its agent.
Date of Transaction	The date of issuance of the ticket or receipt of payment.
Days	Full calendar days, including Sunday and legal holidays, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the ticket is issued or the flight commenced shall not be counted.
Declared Value	The total value, in U.S. Dollars, of a piece of air cargo being transported by the air carrier.

Department of Transportation (“DOT”)	The United States Department of Transportation.
Destination	The ultimate point of the Passenger’s journey as shown on the Ticket.
Educational Establishment	A school, academy, college, or university offering full time educational, vocational, or technical courses for a school year and does not include a commercial office, industrial or military establishment, or a hospital at which a student is serving an apprenticeship unless such apprenticeship is part of the school curriculum of the Educational Establishment at which the student is enrolled.
Fare Component	Each local currency fare (except Add-On-Fares) where more than one such fare is used in construction of the total fare for a journey.
First Class	The forward most section of the cabin that offers larger passenger seating and legroom; normally at a higher fare than Main Cabin customers.
Flight Coupon	A portion of the Ticket that indicates travel points between which the coupon is good for carriage.
Frequent Flyer Award Ticket	An award given to a customer that has earned or obtained enough credits by flying the required amount of segments on Tradewind Aviation, LLC. or its partners to earn a roundtrip or one-way credit to be used for transportation on Tradewind Aviation, LLC. Gateway The Passenger’s first point of arrival or last point of departure within a geographic locale.
Half Round Trip Fare	Fifty (50) percent of a specified or constructed round trip normal or special fare. In the absence of a specified or constructed round trip normal fare, the one way normal fare is considered to be a half round trip normal fare. If a specified or constructed one way special fare may be doubled to establish a round trip special fare, the one way special fare is considered to be a half round trip special fare.
Hazardous Materials (or “hazmat” or “Dangerous Goods”)	Solids, liquids, or gases that can harm people, other living organism, property, or the environment. Hazardous Materials are regulated by the United States Department of Transportation.
Historical Comments	The placement of internal notes or time stamp that cannot be deleted by an agent or employee of the airline. These are not visible to the public.
IATA Rate of Exchange	The published rate of exchange issued by IATA from time to time.

Immediate Family Member	Legal Spouse, legally recognized domestic partner, children, step-children, foster children, legally adopted wards, son/daughter in-law, grandchildren, parents, step-parents, legal guardians, mother/father-in-law, grandparents, brother/sister, stepbrother/sister, half-brother/sister, brother/sister-in-law, aunts/uncles and nieces/nephews.
Infant	A person who has not reached his/her second birthday as of the date of commencement of travel.
Interline Transfer Point	Any point at which the Passenger transfers from the services of one carrier to the services of another carrier.
Interline Transportation	Carriage on the services of more than one carrier where carriers agree to accept each other's tickets and baggage.
Interstate Transportation	Transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.
Intraline Transportation or "On-line" transportation	Carriage solely over the services of a single air carrier.
Known Shipper	A person or individual approved by the United States Department of Homeland Security that may ship items on board a vessel in a secure environment.
Legal Guardian	One who legally has the care and management of an infant/minor.
Local Currency Fares	Fares and related charges expressed in the currency of the Country of Commencement of Transportation.
Main Cabin	The Economy cabin of a Tradewind Aviation, LLC. flight.
Maximum Outside Linear Dimensions	The sum of the greatest outside length plus the greatest outside width, plus the greatest outside height.
Medical Certificate	A letter or form from the Passenger's treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician, or hospital in the country where the illness or treatment arose and which certifies the nature of the Passenger's illness and treatment.

Military Agencies	Departments of the U.S.A. Army, Navy, and Air Force, the Marine Corps, the Coast Guard, the respective academies of the Army, Navy, Air Force, and Coast Guard, and the National Guard. The Reserve Officer Training Corps is not included.
Military Passenger	Military personnel of the Military Agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.
Minor	A person who has reached his/her second birthday but not his/her 18th birthday as of the date of commencement of travel.
Miscellaneous Charges Order (“MCO”)	A document issued by a carrier or its agents evidencing the provision of services to the person named in such document.
Normal Fare	The full fare established for regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise herein specified, Normal Fares shall be considered to include the following, all year one-way, round trip, circle trip and open jaw trips, Economy Class, one-class Standard Service, Standard Services, Tourist/Coach Class service, Thrift Class service fares, and on season and off-season fares.
North America	The area comprised of Alaska, Canada, Continental U.S.A. and Mexico.
Non-Revenue	An entity traveling on a fee-waived or reduced rate travel on Tradewind, or utilizing a service offered by Tradewind that is not paying the normal fare.
On-line Tariff Data Base	The remotely accessible, on-line version, maintained by the filer, of (1) the Electronically filed tariff data submitted to the “official DOT tariff database,” and (2) the DOT approvals, disapprovals and other actions required by DOT.
On-line Transfer Point	Any point at which the Passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).
Open-Jaw Trip	Travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure are not the same.
Origin	The initial starting place of the journey.
Other Charges	Charges such as taxes, fees, etc., not to be shown in the fare construction box of the ticket, excluding excess baggage charges.
Oversold Flight	A flight where there are more Passengers holding valid confirmed Tickets that check-in for the flight within the prescribed check-in time than there are available seats.

Passenger	Any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of the carrier.
Passenger Coupon	That portion of the Ticket constituting the Passenger's written evidence of the Contract of Carriage.
Prepaid Ticket Advice ("PTA")	Not applicable to Tradewind.
Qualified Individual with a Disability	Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. The phrases used in this definition are further defined in United States 14 CFR Part 382.3.
Rebooking	A change in date/time of reservation or other change not requiring ticket re-issuance.
Related Charges	Those charges to be shown in the fare construction box of the ticket and excess baggage charges.
Reroute	A change of routing, carriers, fares, class of service, flight or date from that originally provided on the ticket, but does not apply to open tickets.
Resident ("a Resident")	A person whose usual residence is in a certain country, provided that a more restricted definition may apply under local law.
Revalidation	Any permissible change in flight reservations, as determined by the carrier, evidenced by the placement of a revalidation sticker or historical comments in a reservation.
Round-Trip	Travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin, provided that this definition shall not apply to travel for which the same all year through one way fare is established, between two points, in either direction around the world.
Routing	The cities and/or class of service and/or type of aircraft via which carriage is provided by the carrier(s) between two points.
School Year	A period of twelve (12) consecutive months less whatever interruptions for vacations are normally granted by the educational establishment at which the student is enrolled, provided that where the official scholastic year is less than twelve (12) months, "School Year" shall mean not less than a six-month period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.

Sector or Segment	The portion of a journey covered by a single Flight Coupon.
Service Animals	Any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability or, a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts.
Single Open Jaw	Travel that is essentially of a round trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.
Special Drawing Right (“SDR”)	A special unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund, Washington, D.C. 20431.
Special Fare	A fare other than a normal fare.
Stopover	<p>A deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on:</p> <ul style="list-style-type: none"> <li>• The first flight on which space is available; or</li> <li>• The flight that will provide for the Passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger's Ticket; provided, however, that in no event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.</li> </ul>
Surface Sector	Transportation by other than air between two intermediate points in a Fare Component.
Through Fare	A fare applicable for travel between two consecutive fare construction points via an intermediate point(s).



Ticket	The record of agreement, including electronic tickets, e.g., “Tradewind Electronic Tickets” or “e-Tickets,” for the carrier(s) to provide transportation and related services under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations.
Ticketed Point	Points shown in the “good for passage” section of the ticket plus any other point(s) used for fare construction and shown in the fare construction box of the ticket, provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one Flight Coupon.
TJ	The 2 letter code assigned to Tradewind Aviation, LLC. by IATA.
Transfer	A change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number, or a change from the flight of a carrier to another flight that is a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.
Transfer Point	Any point at which the Passenger Transfers.
Transit Point	Any stop at an intermediate point on the route to be traveled (whether or not a change of aircraft is made) which does not fall within the definition of a Stopover.
Trip in Vain	That transportation from a connection point is no longer available and the customer may opt, at no penalty, to return to their origination point, as long as the origination leg was on a Tradewind operated aircraft & flight.
Unaccompanied Minor	Children/Minors 5 to 12 years of age when traveling alone or not accompanied on the same flight and in the same compartment by a companion passenger at least 18 years of age or with their Legal Guardian or parent(s).
United States of America (or the “United States” or the “U.S.A.”)	Unless otherwise specified, the area comprised of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.
United States Department of Defense	The U.S.A. Department of the Army, Navy, and Air Force, and the U.S.A. Marine Corps.
Validate	A confirmation that the Ticket has been officially issued by the carrier.
Voucher	An electronic confirmation number storing a saved or prepaid value with varying parameters including exclusions to routes, dates, and customers.

Warsaw Convention	The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague September 28, 1955.
Western Hemisphere	The area comprised of the Continental United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Canada, Greenland, Mexico, Central and South America, and the Caribbean Area.

## **RULE 1. Application of Contract**

A. These Rules constitute the conditions of carriage upon which Tradewind Aviation, LLC. “TRADEWIND” agree to provide Domestic and International Carriage and are expressly agreed to by the Passenger. These Rules are also the tariffs filed by Tradewind in accordance with certain government regulations. These terms and conditions apply to flights numbered TJ0000- TJ9999.

B. This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on Tradewind’s operation, the latter shall prevail.

C. Whether a Ticket for transportation on Tradewind was sold by Tradewind or its authorized agents (including other carriers acting on behalf of Tradewind), the rules herein is applicable to transportation only on Tradewind. Under arrangements with Tradewind, Independent carriers may provide Interline Transportation or Code-share services. Travel on those independent carriers is subject to the terms and conditions of the contract of carriage of the independent carriers, which may differ from Tradewind’s Contract of Carriage.

D. International Carriage is subject to the rules relating to liability and to all other provisions of the Warsaw Convention.

E. Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.

F. Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in fare level, a change in conditions governing the fare or a cancellation of the fare itself.

G. Tradewind will be responsible for the furnishing of transportation only over its own lines. When Tradewind undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), Tradewind will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.

H. The terms and conditions specified in this Contract may be altered, amended, modified, appended, deleted, or otherwise changed without advance notice.

I. No employee or agent of Tradewind has the authority to alter, modify, or waive any provision of the Contract of Carriage unless authorized by a corporate officer. Tradewind's appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares, rules, and regulations of Tradewind. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.

J. Liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under these rules.

K. Tradewind's obligations hereunder extend only to the Ticketed Passenger. There are no third party beneficiaries to these rules.

L. Except where provided otherwise by law, Tradewind's conditions of carriage, rules and tariffs are subject to change without notice, provided that no such change shall apply to Tickets issued prior to the effective date of such change.

M. The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.

N. If Tradewind makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if Tradewind issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, Tradewind acts only as Passengers' agent in doing so. The terms and conditions of the third party service provider will apply.

## **RULE 2. Applicable Law**

These terms of transportation shall be interpreted and enforced in any court of competent jurisdiction, including a court within the jurisdiction of the passenger's residence in the United States. (Provided that Tradewind Aviation, LLC. does business in that jurisdiction).

## **RULE 3. Our Customer Commitment**

Tradewind Aviation, LLC has established a program setting standards for service levels in the areas of fares, flight information, baggage, ticket purchase and refund, customers with special needs, onboard delays, oversales, our codeshare partners, and complaint resolution. These commitments are incorporated into the applicable sections within this document.

A. Tradewind has committed to:

1. Offer the lowest fare for which the customer is eligible.
2. Provide customers with accurate, timely information on flight delays, cancellations or diversions.
3. Provide on-time baggage delivery.
4. Allowing reservations to be held without payment or canceled without penalty for a period of 24 hours, when the flight is a year from the flight date. A 2 hour hold when the flight is with 48hours and 30 minute hold when the flight is within 2 hours.
5. Providing prompt ticket refunds.
6. Properly accommodating passengers with disabilities and other special needs.

7. Meeting the needs of our Customers during long onboard delays.
8. Clearly disclose policies for customers with special needs.
9. Improve handling and meeting customer needs during long onboard delays.
10. Providing basic information and policies about “oversold” flights, travel itineraries, cancellation policies frequent flyer rules and aircraft configurations.
11. Respond promptly to complaints or requests for information.
12. Identify services provided by Tradewind to minimize inconvenience resulting from cancellations and misconnections.
13. Tradewind shall make its best efforts to assist customers with conjunction tickets or additional flights outside of those booked through Tradewind or a designated ticketing agent during times of delays or flight cancellations. Tradewind is NOT responsible for downline connections when booked as a separate ticket and/or itinerary.

#### **RULE 4. Reservations-Confirmation/Fare Quotes/Disclosures**

A. A reservation for space on a given flight of Tradewind is valid when the availability and allocation of such space is confirmed by Tradewind or an authorized agent of Tradewind. Bookings made via the website or any third-party site may not seek a refund after purchase of any non-refundable fare once the reservation has been purchased (with exceptions being noted as duplicates). Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by Tradewind or the authorized agent of Tradewind indicating such confirmed reserved space provided the Passenger applies to Tradewind or the authorized agent of Tradewind for such Ticket at least 30 minutes before the scheduled Domestic departure time of the applicable flight, or 60 minutes before the scheduled International departure time of the applicable flight. Such reservation of space is subject to cancellation by Tradewind without notice if the Passenger does not comply with this Rule.

1. EXCEPTION: If the Passenger agrees to apply to Tradewind or an authorized agent of Tradewind for a validated Ticket indicating such confirmed reserved space by a specific time before the scheduled departure time of the applicable flight, such earlier time limit will be entered into Tradewind’s reservation system and the reservation will be subject to cancellation by Tradewind without notice if the Passenger does not apply to Tradewind or its authorized agent for a validated Ticket indicating the confirmed reserved space before the agreed specific time in advance of the scheduled departure of the applicable flight.
2. Where other rules, including fare rules, provide for the issuance, validation, or purchase of a ticket within specific time limits, these specific time limits will apply.

B. Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from Tradewind or its authorized agent, the reservation is not confirmed until the balance of the Ticket is at “zero” & an electronic ticket number is issued, meaning all fares & taxes have been paid in full.

C. When a person calls Tradewind’s telephone customer service center, Tradewind will offer such person the lowest published fare available through such telephone reservation system for which the person is eligible given the dates, flights and class of service requested.

D. Tradewind will disclose at the time a reservation is made and prior to actual Ticket purchase, any available information regarding a change of aircraft on a single flight with the same flight number.

E. Upon request, Tradewind will disclose general information regarding aircraft configuration, including seat size and pitch, for the aircraft type on which the Passenger is booked. Variations may occur within an aircraft type.

F. Tradewind will make available through its website or otherwise, rules, restrictions, and redemption opportunities of any frequent flyer program.

G. Tradewind will disclose to a passenger, upon request, whether the flight on which the passenger is ticketed is, at the time of the request, overbooked if, within the usual and ordinary scope of such Tradewind employee's work, the information is available to the employee to whom the request is directed.

H. Tradewind does not guarantee allocation of any particular seat in the aircraft, including advanced seat requests. Seating allocations are provided by the flight crews and dependent on operational limitations and requirements of the aircraft.

I. Tradewind may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which Tradewind shall make available on a given flight will be determined by Tradewind.

J. Waivers or Special Fare Restrictions. The following fare options may be available for emergency travel situations involving death, critical injury or illness requiring hospitalization, including hospice care, of an immediate family member:

1. Documentation

(A) Serious Illness Emergencies. The Passenger must provide Tradewind with a written statement which provides the immediate family member's name, relationship to the Passenger, the name and telephone number of the hospital/hospice, the doctor's name, and a statement from the doctor that the immediate family member is actually hospitalized.

(B) Death Emergencies. The Passenger must provide Tradewind with a written statement which provides the name of the deceased immediate family member, the relationship of the deceased to the Passenger, the name, address and telephone number of the funeral home, and if possible, a copy of the death certificate. Note: If the funeral home information is not available prior to departure, it may be provided at the time of the return flight.

(C) If the above required written documentation is not submitted to Tradewind's satisfaction, the Passenger must pay the applicable fare for transportation used. The Passenger may then submit a refund request accompanied by the appropriate documentation within the time allowed for refunds under Rule 25.

K. Child and Student Fares. Children do not receive discounts when flying on Tradewind unless a special fare is published.

L. All fares may not be eligible for credit in a frequent flyer or rewards program. Please verify the fare rules prior to purchase.

M. Pre-purchased non-fare related items are non-refundable unless the passenger was unable to travel due to an oversale situation or a flight cancellation.

1. Baggage Fees, paid online, at a kiosk, or through an agent of Tradewind, are non-refundable unless the passenger is unable to travel due to an oversale situation or a flight cancellation.
2. Tours, hotel, and car rentals available through [www.flytradewind.com](http://www.flytradewind.com) are sold only as Tradewind Aviation, LLC. acting as a referring agent or booking agent and does not guarantee the service purchased. The vendors Terms of Contract override any terms set forth by Tradewind Aviation, LLC.

O. Erroneous Fares. Tradewind will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Tradewind reserves the right to correct any erroneously published fare that Tradewind did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Tradewind reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, the purchaser's option, to reissue the ticket for the correct fare.

P. Internet-Only Fares. Tradewind may from time-to-time offer fares that are limited to distribution through the internet-portal, [www.flytradewind.com](http://www.flytradewind.com). These fares typically offer ONLY transportation between the two points booked and may have restrictions related to changes, irregular operations, and baggage limitations.

Q. Personal Data. The customer recognizes that personal data has been given to Tradewind for the purposes of making a reservation for carriage, obtaining ancillary services, and making available such data to government agencies. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

R. Lowest Fare Promise. Tradewind will always provide the customer with the lowest fare available at the time of booking. In the event a lower fare becomes available in the same fare class after booking, the customer may request the fare difference in the form of a voucher, we do not offer cash refunds. All fares are constructed to pull from the lowest class available and present the fare, if available to the customer. Fares that require a connection are built with a discount and may not be mixed among the two or three connection segments. Fares built using a point-to-point connection rather than booking as a through or set-connection are not guaranteed the lowest fare.

S. Non-Revenue Travel: Tradewind Airlines honors IATA regulations and requirements for non-revenue travel for those eligible. Tradewind requires that all non-revenue travelers complete their listing at least 60 minutes prior to departure and/or payment. Should Tradewind not be able to provide transportation, we will offer non-revenue travelers the ability to travel at a later date/time or refund moneys paid. Non-revenue travelers waive all rights to the Contract of Carriage.

## **RULE 5. Cancellation of Reservations**

A. Tradewind has the right to cancel reservations of any Passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Tradewind's control, including Force Majeure events.

B. Tradewind has the right to cancel reservations due to the Passenger's failure to comply with the rules set forth herein, including but not limited to, the Passenger's failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.

C. Failure to Occupy Space. If a Passenger fails to occupy space which has been reserved for him/her on a flight of Tradewind and Tradewind fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, Tradewind may cancel all reservations held by such Passenger on the flights of Tradewind or any carrier for continuing or return space, provided Tradewind or an authorized agent of Tradewind originally reserved that space.

Airport Check-In Time Limits. Tradewind has the right to cancel reservations, deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the following time requirements for check-in of Passengers and/or Baggage:

1. For Passengers who do not need to check baggage, Passenger must complete the purchase of the ticket(s), check-in and obtain a boarding pass at least 30 minutes prior to scheduled departure for domestic flights; and at least 60 minutes prior to scheduled departure for international flights.
2. For Passengers who need to check baggage, Passenger must complete the purchase of the ticket(s), check-in, obtain a boarding pass, and complete baggage check-in at least 30 minutes prior to scheduled departure for domestic flights; and 60 minutes prior to scheduled departure for international departures.
3. All passengers must be at the boarding gates no later than 25 minutes prior to departure. Passengers must be boarded or on board the aircraft 10 minutes prior to the departure as reservations will be subject to our no show / cancellation policy.
4. Tradewind recommends that all passengers check-in at least 60 minutes prior to scheduled departure time.
5. It is the responsibility of the passenger to ensure that all international documents are in order at check-in and are eligible to enter & depart foreign ports.

D. The time limits provided by Tradewind in this Rule are minimum time requirements. Due to federal security screening measures in place at airports, Passenger and baggage processing time may differ from airport to airport. It is the Passenger's responsibility to arrive at the airport with enough time to complete the security screening process and/or customs & immigration inspection and to comply with these Tradewind minimum time limits.

E. Tradewind is not liable for any consequential, compensatory, or other damages when it cancels reservations of any Passenger in accordance with this Rule, but if the reservation was canceled according to paragraph A) of this Rule, See Rule 26.

F. Per the United States Department of Transportation, any customer may request a refund of all moneys paid within 24 hours of the original time of purchase without recourse, penalty, or fine. Refunds shall be to the original form of payment and processed within 7 days.

## **RULE 6. Tickets**

A. When more than one Ticket must be issued to properly reflect all of the information required for a complete flight itinerary, the individual Tickets will be cross referenced by their Ticket numbers and are considered to be a single Ticket or "Conjunction Ticket."

B. A Ticket will not be issued, and in any case Tradewind will not be obligated to carry any Passenger until the Passenger has paid the applicable fare or has complied with credit arrangements established by Tradewind.

C. No person will be entitled to transportation except upon presentation of a valid Ticket.

D. Bookings performed through travel agents and other airlines may have be issued a standard IATA electronic ticket.

E. A Ticket which has not been validated or which has been altered, mutilated, or improperly issued, is not valid.

F. Flight Coupons will be honored only in the order in which they were intended to be used and, in the case of written Tickets, only if all unused Flight Coupons and Passenger Coupons are presented together.

G. Tickets are not transferable unless otherwise stated on the Ticket at the time it was issued. Tradewind is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person. If a Ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the Ticket was issued, Tradewind will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person", means any person other than the person to whom the ticket is issued and who is entitled to be transported or to a refund in accordance with the rules in this Contract of Carriage.

H. A Ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable Flight Coupons. A Passenger holding an unused open-date Ticket or portion thereof or Exchange Order for onward travel, or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.

#### I. Prohibited Practices

1. Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the Ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination being traveled even when the purchase and use of such Tickets would produce a lower fare. This practice is known as "Hidden Cities Ticketing" or "Point Beyond Ticketing" and is prohibited by Tradewind.
2. The purchase and use of round-trip Tickets for the purpose of one-way travel only, known as "Throwaway Ticketing" is prohibited by Tradewind.
3. The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited by Tradewind.

J. Tradewind's Remedies for Violation(s) of Rules. Where a Ticket is purchased and used in violation of the Contract of Carriage or any fare Rule (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), Tradewind has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

1. Invalidate the Ticket(s);
2. Cancel any remaining portion of the Passenger's itinerary;
3. Confiscate any unused Flight Coupons;
4. Refuse to board the Passenger and to carry the Passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding;
5. Assess the Passenger for the actual value of the Ticket which shall be the difference between the lowest fare applicable to the Passenger's actual itinerary and the fare actually paid;
6. Take legal action with respect to the Passenger.

## **RULE 7. Vouchers and Certificates**

### A. General Terms and Use – Vouchers



1. Vouchers may be transferred to other persons unless otherwise noted.
2. Vouchers may not be sold without written permission of the Director of Customer Service or an officer of the company.
3. Vouchers are valid for one year from date of issue.
4. Vouchers may be issued at Tradewind's discretion to accommodate customer refunds, changes, goodwill, marketing, and prepaid programs. Tradewind will provide the customer with the details of the voucher and is not responsible for lost or missing voucher reference numbers.

(A) Free transportation vouchers must be utilized in the Main Cabin and do not include taxes or any additional services outside those given to standard ticket holders. Changes to reservations using a Free Transportation voucher must abide by all fare rules regarding changes, cancellations, and baggage limitations. Reservations paid using a Free Transportation voucher must be utilized prior to the expiration of the voucher.

(1) Free transportation vouchers may be booked in any Main Cabin fare bucket and class.

(B) Dollar-amount vouchers can be used towards any services offered by Tradewind Aviation, LLC. and its partners. Dollar amount vouchers may not be extended.

5. Vouchers may be used online or through Tradewind reservations, or any airport ticket office. Any residual value shall reside on the same voucher.
6. Reservations completed using a voucher must be completed prior to the expiration of a voucher, unless previously agreed or noted.

(A) Corporate Pre-pay voucher is exempt from this rule.
7. Reservations completed using a voucher and require changes or cancellation will be refunded to a new voucher and PIN number.

(A) Free transportation vouchers are not eligible for refund into a new voucher.

## B. General Terms and Use – Certificates

1. Certificates are not to be sold, bartered, or exchanged without permission from the CEO, General Manager, or Director of Passenger Service of Tradewind Aviation, LLC.
2. Certificates good for dollars-off may be exchanged for any standard reservation and cabin.
3. In the event of a refund, the certificate value is nonrefundable.
4. Certificates may not be extended after expiration date.
5. Certificate rules and conditions will be printed on the back of each certificate outlining any details and important restrictions. Certificates that do NOT have this shall abide by the standards set forth in this Contract of Carriage.
6. Certificates are valid for only one year from date of issue.

## **RULE 8. Ticket Validity Period**

A. Period of Validity. Except as otherwise provided in this Rule or required by the applicable local law of a foreign jurisdiction, any eligible Ticket issued by Tradewind or its authorized agent on Tradewind ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the Ticket is used, one year from the date of issuance of the original Ticket. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create

Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation. Note: Nonrefundable fares limit the period of validity.

#### B. Extension of Validity Period

1. If the Passenger is prevented from using the Ticket, or a portion thereof during the period of validity specified in this Rule due to a Tradewind flight cancellation or because Tradewind is unable to provide space on the flight, Tradewind will, without additional collection of fare, extend the ticket validity period of such Passenger's Ticket until the first flight of Tradewind, on which space is available in the class of service for which the fare has been paid.
2. If the Passenger is unable to commence or continue his/her travel due to his/her personal illness or physical incapacity, or the illness, death, or physical incapacity of a member of his/her immediate family, or of an associate with whom he/she is traveling, Tradewind will extend the period of validity beyond the original limit but not to exceed thirty (30) days.

C. Waiver of Minimum Stay Requirements- Special Fare. In the event of the death of a Passenger enroute, the minimum stay and travel requirements with regard to any special fares will be waived for Passengers who are immediate family members of the deceased Passenger or were otherwise actually accompanying the deceased Passenger, on the following conditions:

1. The ticket must be endorsed "earlier return on account of death of (name of Passenger)"; and
2. A copy of the death certificate duly executed by the competent authorities under the applicable laws of the country in which death has occurred must be presented to Tradewind at the time of re-ticketing. Passengers will be accommodated under this provision only in the class of service originally ticketed. NOTE: If the death certificate is not available at the time the Passenger requests re-ticketing under this provision, or if documentation satisfactory to Tradewind has not been provided, the Passenger(s) requesting re-ticketing will be accommodated only upon payment of the fare applicable to transportation actually used and a request for a refund may later be filed with Tradewind with the documents required. Upon receipt of the request for a refund and all supporting documents, Tradewind will determine whether a refund to the Passenger is appropriate. If so, the maximum refund will be the difference between the total fare paid by the Passenger and the amount such Passenger would have paid if a waiver had been originally furnished under the provisions of this Rule.

D. Ticket Issue Date. The date when payment is made by credit card, or the ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is "issued" in determining the validity period under this Rule.

#### **RULE 9. Returned Check Acceptance**

Tradewind does not accept personal checks. Tradewind will collect USD \$25.00 for each returned business check. This charge is non-refundable and is not subject to any discount. Reservations paid by a returned check will be cancelled unless a new form of payment plus returned check fee are paid within 24 hours of notice of returned check.

#### **RULE 10. Prepaid Ticket Advance Charges**

Tradewind does not honor PTA nor offer Prepaid Ticket Advance charges.

## **RULE 11. Acceptance of Children, Minors, and Infants**

A. Accompanied. Passengers under 12 years of age are deemed “accompanied” and will be accepted for transportation when traveling on the same flight and in the same compartment with an Adult Passenger. Proof of age of the Passengers may be required by Tradewind. Infants, Children and Minors will be considered accompanied when they are traveling with their Legal Guardian or one of their parents irrespective of the age of the parent or Legal Guardian.

1. Tradewind does not accept infants in incubation or infants under 7 days old.
2. Lap Children (infants under the age of two years at time of travel):

(A) One Lap Child per Adult Passenger is accepted. Additional infants under the age of two years must occupy a seat and be ticketed at the applicable fare. This is due to US Federal Aviation Regulations.

(B) Infants under the age of two years who are not ticketed may not occupy a seat. NOTE: Infants who are carried in an adult’s lap do not require a Ticket for domestic travel; however they must be listed as a passenger in the Reservation. Proper documentation is required for international travel.

(C) Only one (1) Lap Child is allowed per flight. This is due to US Federal Aviation Regulations.

3. Children who have reached their second birthday are required to purchase a seat and occupy a seat with a separate seat belt. Infants reaching their second birthday after outbound flights will be required to purchase a Ticket and occupy a seat for continuing/return flights only.
4. Infant/child Seats: Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat, if not being held by an Adult Passenger as a lap child. Infant/child seats:
  - (A) Must be FAA approved and be clearly marked with the original NHTSA label.
  - (B) Must be used in unoccupied aircraft seats and cannot be held in an adult’s lap.
  - (C) Must remain properly secured to an aircraft seat at all times unless stored as a carry-on.

B. Unaccompanied. Children/Minors five to 12 years of age are deemed “unaccompanied” when traveling alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least 15 years of age or with their Legal Guardian or parent(s). The most restrictive Unaccompanied Minor acceptance policy or embargoes may apply for interline and Code-share partner travel. Children under five years of age must be “accompanied” and will not be accepted as “unaccompanied” under any conditions. Reservations of children aged five (5) through twelve (12) traveling alone must be booked through the Reservations Center; online reservations for these passengers will not be accepted. Call Center fees will not apply to unaccompanied minor reservations booked through the Reservations Center. Unaccompanied Children/Minors are accepted for transportation at Tradewind’s sole discretion, only under the following conditions:

1. The Child/Minor must be brought to the airport of departure by a parent, Legal Guardian, or responsible adult who shall remain with the Child/Minor until the Child/Minor has boarded and the plane has departed from the gate, and who must furnish Tradewind with satisfactory written documentation that the Child/Minor will be met by another parent, Legal Guardian, or responsible adult upon deplaning at the Child/Minor’s destination. The parent, Legal Guardian, or responsible adult delivering the Child/Minor for departure and receiving the Child/Minor upon arrival will be required to complete and sign documentation as provided by Tradewind relating to such unaccompanied Child/Minor.
2. In no event will such an unaccompanied Child/Minor be accepted for travel:

- (A) if the flight on which the Child/Minor holds a reservation is expected to terminate short of or bypass the Child/Minor's destination;
- (B) if the flight is departing between the hours of 9:00 p.m. and 5:00 a.m.;
- (C) if the itinerary includes a connection to the last available flight of the day unless the connecting flight is the only published service to that destination; or
- (D) on the last flight of the day to that destination; or
- (E) for travel on another carriers' flights that connect in countries other than the United States, Canada, or Mexico

3. Children/Minors five years of age or over may be:

- (A) accepted as unaccompanied for On-Line Transportation that includes connecting flights; and
- (B) accepted as unaccompanied for Interline Transportation provided space has been confirmed to the first Stopover, or to a point where the child/minor is to be met by a parent, Legal Guardian, or responsible adult upon deplaning.

C. Unaccompanied Assistance Charge. Unaccompanied Children's/Minors' assistance is a service provided by Tradewind as follows:

1. Unaccompanied assistance is mandatory for Passengers five to 12 years old.
2. Unaccompanied assistance is optional for Passengers 13 to 17 years old. NOTE: Tradewind will not provide a minor 13 to 17 years of age with unaccompanied minors' assistance when the minor is traveling with a child or infant under the age of five.
3. A service charge of USD \$25.00 for single plane service will be assessed per fare component for unaccompanied assistance. Tradewind reserves the right to refuse unaccompanied assistance and transportation for connection flights to other carriers at its' sole discretion.

D. In the event a parent, legal guardian, or approved person that is to receive the child does not show up within 45 minutes of arrival of the flight, Tradewind has the right to charge a \$30.00 per hour fee for securing the unaccompanied minor. Tradewind will also seek repayment for basic meals during meal times if the minor is not received and is in Tradewind custody.

E. If a parent, legal guardian, or approve person does not receive the child within 4 hours of the scheduled arrival time of the flight, Tradewind has the right to refuse future transportation to the unaccompanied minor.

## **RULE 12. Special Services**

A. Tradewind Aviation, LLC. policies and procedures comply with the U.S. Department of Transportation regulation, "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382). Provisions within this regulation include, but are not limited to:

1. Transportation of personal wheelchairs and other assistive devices. (transportation of personnel wheelchairs are dependent on wheelchair size and aircraft cargo door size limitations)
2. Special seating accommodations for customers with physical disabilities or those traveling with a Safety Assistant or service animal (advance notice requested).
3. Assistance in boarding and deplaning.
4. Assistance in loading and retrieving carry-on items.
5. Information concerning facilities and services available for customers with disabilities and their service animals.

B. A copy of 14 CFR Part 382 along with Tradewind Aviation, LLC. policies and procedures for assisting customers with special needs are available at a Tradewind Aviation LLC. ticket counter or our website @ ([www.flytradewind.com](http://www.flytradewind.com)).

C. Qualified Individual with a Disability. Tradewind requires a Passenger, including a Qualified Individual with a Disability, to provide up to 48 hours' advance notice and one hour advance check-in for Domestic U.S. flights and 90 minutes advance check-in for International flights, if such Passenger wishes to receive any of the following service accommodations:

1. Provision by Tradewind of hazardous materials packaging for a battery for a wheelchair or other assistive device.
2. Accommodation for a group of six or more Qualified Individuals with Disabilities who make reservations and travel as a group.

D. Safety Assistant. If Tradewind determines that a safety assistant is essential for safety, Tradewind may require that a Passenger, including a Qualified Individual with a Disability, meeting any of the following criteria travel with an assistant as a condition of being provided air transportation:

1. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Tradewind personnel, including the safety briefing required by U.S. 14 CFR 121.571(a)(3), (a)(4) and 135.117(b);
2. A person with a mobility impairment so severe that the person is unable to assist in his or her evacuation of the aircraft; or
3. A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with Tradewind personnel adequate to permit the transmission of the required safety briefing. NOTE: If Tradewind determines that a person meeting the criteria contained in Rule 12.D.1.a through Rule 12.D.1.c must travel with an assistant, contrary to the individual's self-assessment that he/she is capable of traveling independently, Tradewind will not require the assistant pay the applicable fare in effect at the time of the booking.
4. For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.
5. If, because there is not a seat available on a flight for a safety assistant whom Tradewind has determined to be necessary, the Qualified Individual with a Disability holding a confirmed reservation is unable to travel on the flight, Tradewind will compensate the Qualified Individual with a Disability in accordance with the Involuntary Denied Boarding Compensation procedures specified in Rule 23.

E. For Rules regarding wheelchairs, see Rules 21 and 26.

### **RULE 13. Medical Services**

A. Oxygen Service. Oxygen is not available on any Tradewind operated flight due to aircraft limitations and US Federal Aviation Regulations.

B. Customer Provided Portable Oxygen Concentrators. Portable oxygen concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by TRADEWIND, at no charge, in accordance with specific FAA requirements and the following conditions:

1. Specific POCs currently approved by the FAA are:

- (A) AirSep “Lifestyle”, manufactured by the Airsep Corporation.
- (B) AirSep “Freestyle”, manufactured by the Airsep Corporation.
- (C) Inogen One, manufactured by the Inogen Corporation.
- (D) SeQual Eclipse, manufactured by SeQual Technologies Inc.
- (E) Respironics Evergo, manufactured by Respironics Inc.
- (F) Delphi-Evo RS-400 Central Air manufactured by Delphi Medical Systems
- (G) Invacare XPO2 manufactured by Invacare Corporation
- (H) LifeChoice by Inovalabs
- (I) Oxlife Independence
- (J) DeVilbiss iGo
- (K) Invacare solo2
- (L) Inogen One

2. Other POCs brands and models may be carried in the cabin with batteries removed if they meet Tradewind’s carry-on size and weight requirements or they may be carried as checked baggage. Tradewind may accept other brands and models for use on board in the future as they become approved by the FAA and Tradewind. Check with Tradewind reservations for current acceptable POCs.

3. Customers must satisfy specific requirements prior to boarding the aircraft. The customer:

- (A) Must provide 48 hours advance notice in the reservation record that he/she is planning to use a POC on board the flight.
- (B) Must have a signed written Doctor’s statement that:

- (1) States the user of the POC has the physical and cognitive ability to see, hear and understand the device’s aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.
- (2) States whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the customer’s itinerary.
- (3) Specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
- (4) Will be reviewed at the airport prior to boarding and must be kept by the customer and provided upon request by Tradewind personnel at any time during travel.
- (5) Customers may use the Medical Verification Statement available by request from Tradewind Reservations or Tradewind’s Director of Customer Service.

(C) Must ensure that he/she has ample batteries to power the POC for the duration of his/her flight plus three (3) additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. Tradewind does not have electrical power available for customer use on its aircraft.

(D) Must ensure that all extra batteries are properly protected from short circuiting by either:

- (1) Having recessed battery terminals or;
- (2) Packing them so that the batteries do not contact metal objects including the terminals of other batteries.

4. Failure to meet the requirements will result in denied use of the POC during travel. Customers planning on traveling with POCs are solely responsible for advising Tradewind as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet or directly with Tradewind, in order to confirm specific requirements and to provide the airline with required information.

5. When connecting to or from any Code-share flight or any interline flight, customer is responsible for notifying and making independent arrangements directly with the other airline. The current FAA authorization enables but does not require airlines to accept POCs and some airlines may not accept them or may require a fee.

6. POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. They must be able to fit underneath the seat or in an overhead storage compartment.

7. Tradewind is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of Tradewind.

C. Medical Transport Services. Tradewind does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems.

## **RULE 14. Service Animals**

**Due to aircraft size, Tradewind can not always guarantee transport of a guest with a service animal or pet in cabin. While we restrict service animals / pets in cabin to no more than 2 per aircraft, operational and safety regulations may require our team members to offer alternative travel when needed.**

A. Tradewind accepts for transportation, without charge, trained Service Animals for travel with a Qualified Individual with a Disability who requires the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the Passenger into the cabin, if they meet the conditions of acceptance noted below.

### **B. Conditions of Acceptance**

1. Tradewind shall accept as evidence that an animal is a Service Animal such items as identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability using the animal.
2. Service Animals must be properly harnessed and remain under the direct control of the Passenger. A Service Animal will be denied boarding or removed from the flight by Tradewind if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption.
3. Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to sit in the Passenger's lap or in the space under the seat without invading another Passenger's seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage.
4. Passengers with Service Animals may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
5. A Qualified Individual with a Disability requesting travel with a Service Animal used solely for the purpose of providing comfort or emotional support to the passenger, will be required to provide to Tradewind current documentation (i.e., not more than one year old) on letterhead from a qualified mental health professional stating

(A) that the passenger has a mental health-related disability;

(B) that having the animal accompany the passenger is necessary to the passenger's mental health or treatment or to assist the passenger with his or her disability; and

- (C) That the individual providing the assessment of the passenger is a licensed mental health professional and the passenger is under his or her professional care. Tradewind reserves the right to authenticate any documentation presented; and
- (D) The date and type of the mental health professional's license and the state or other jurisdiction in which it was issued.

C. Tradewind accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.

D. Local regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions, including but not limited to, carriage in the passenger cabin, limitations on the designation of Service Animals to dogs only, or the non-recognition of emotional support animals as trained and qualified Service Animals.

E. The Passenger assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.

F. Under no circumstances shall Tradewind Aviation, Inc. accept any of the following service animals or emotional support animals:

1. Snakes and other reptiles
2. Ferrets
3. Rodents
4. Spiders
5. Any cold-blooded animal

G. Tradewind may deny boarding to any service animal that appears to be unfit to fly or may pose a hazard to the safety of other passengers, crew, or aircraft.

## **RULE 15. Ground Transfer Service**

A. Tradewind may provide ground transfer service between airports and city centers.

B. Except where ground transfer service is directly operated by Tradewind, it is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of Tradewind in assisting the Passenger to make arrangements for such independent ground transfer service shall in no way make Tradewind liable for the acts or omissions of such independent operator.

C. In cases where Tradewind maintains and directly operates local transfer services for its Passengers, the terms, conditions, rules and regulations of Tradewind, including but not limited to, those stated or to which reference is made in Tradewind's Tickets, Baggage Checks and baggage valuation agreements shall be deemed applicable to such local ground transfer services. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Passenger.



## **RULE 16. Codeshare Service**

Presently, Tradewind Aviation has no codeshare service.

## **RULE 17. Travel Documents**

A. Each Passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country flown from, through or into which he/she desires transportation. The Passenger will pay or reimburse each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such Passenger's failure to do so. Tradewind is not liable for any assistance or information provided by any agent/employee of Tradewind to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain such documents or to comply with such laws. Where legally permitted, Tradewind reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger.

B. Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever Tradewind, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. Tradewind will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of Tradewind. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Tradewind unless the law of such country requires that the fare be refunded.

C. This Rule and its limitations include, but is not limited to, Travel Documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

## **RULE 18. Screening of Passengers and Baggage**

A. Passengers and/or their baggage are subject to security screening, including but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport or Tradewind, and with or without the Passenger's presence, consent or knowledge. Neither Tradewind nor its employees or agents is liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

## **RULE 19. Refusal to Transport**

A. Tradewind shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

1. Breach of Contract of Carriage – Failure by Passenger to comply with the Rules of the Contract of Carriage.
2. Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency

transportation in connection with the national defense.

3. Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond Tradewind’s control including, but not limited to, acts of God, force majeure, strikes, civil commotions, earthquakes, volcanic activity, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
4. Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
5. Proof of Identity – Whenever a Passenger refuses on request to produce identification satisfactory to Tradewind or who presents a Ticket to board and whose identification does not match the name on the Ticket. Tradewind will require identification of persons purchasing Tickets and/or presenting a Ticket(s) for the purpose of boarding the aircraft due to Department of Homeland Security requirements.
6. Failure to Pay – Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, or produced satisfactory proof to Tradewind that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Rule 4.
7. Safety – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew, including, but not limited to:

- (A) Persons whose conduct is disorderly, offensive, abusive, or violent;
- (B) Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
- (C) Persons who assault any employee of Tradewind, including the gate agents and flight crew, or any Tradewind Passenger;
- (D) Persons who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
- (E) Persons who are shirtless / barefoot or not properly clothed or strong offensive body odor offending or disrupting other Tradewind guests as solely determined by Tradewind, its representatives, and/or any government authority or representative and/or any law enforcement representative, agent or authority.
- (F) Persons who are unable to sit in a single seat with the seat belt properly secured, unless they comply with Rule 6.1.;
- (G) Persons who appear to be intoxicated or under the influence of drugs unless the appearance of such condition is solely due to the person being a Qualified Individual with a Disability, in which case boarding will not be denied; NOTE: If Tradewind determines a passenger has engaged in the activity(ies) enumerated in 7)A-G, such actions will constitute a Breach of the Contract of Carriage.
- (H) Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that Tradewind will carry law enforcement personnel who meet the qualifications and conditions established in U.S. F.A.R. 108.11;
- (I) Persons who are manacled;
- (J) Persons who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
- (K) Pregnant Passengers expecting delivery within seven days, unless such Passenger provides a doctor’s certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;

- (L) Persons with a communicable disease or infection known or reasonably believed by Tradewind to pose a direct threat to the health or safety of others in the course of a flight. If a Qualified Individual with a Disability with such communicable disease or infection presents a medical certificate (dated within ten (10) days of the date of the flight for which it is being presented) to Tradewind with specific conditions under which such person can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible for Tradewind to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight;
- (M) Persons who cannot assist with their own evacuation during an emergency.

## **RULE 20. Smoking Policy**

A. Smoking and/or vaping is not permitted on any Tradewind operated flights.

## **RULE 21. Baggage**

A. Provisions contained in this Rule are arranged in the following order:

1. General Conditions of Acceptance
2. Fee Based Baggage Allowance
3. Weight/Size/Excess Limitations and Charges
4. Cabin Baggage Requiring a Seat
5. Special Items
6. Animals

B. General Conditions of Acceptance.

Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this Rule. Tradewind will accept Baggage subject to the following conditions:

1. Passengers must present a valid Ticket for transportation over the lines of Tradewind or over the lines of Tradewind and one or more other carriers with which Tradewind has an Interline Transportation agreement.
2. Tradewind has the right to refuse to transport Baggage on any flight other than the one carrying the Passenger.
3. Tradewind will refuse to accept property for transportation when the size, weight, character or type of packaging renders it unsuitable for transportation on the particular aircraft which is to transport it, or when the property cannot be accommodated without harming or annoying Passengers.
4. All Baggage or other property for which Tradewind assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air.
5. Baggage will not be checked:

(A) To a point that is not on the Passenger's Routing;

(B) Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket unless proof of ticket, and itinerary are provided and found to be suitable at

the sole discretion of Tradewind or its representatives.

(C) Beyond a point at which the Passenger wants to reclaim the Baggage or any portion thereof;  
(D) Beyond a point at which the Passenger is to Transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the Passenger is scheduled to arrive;

(E) More than four hours prior to Passenger's scheduled flight departure; or

(F) To an intermediate point unless the intermediate point to which the Baggage is to be checked is a permissible Stopover point at the fare paid. EXCEPTION: If the Passenger is making a connection to the first available Tradewind flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim his/her Baggage at such intermediate connecting point if requested in advance and prior to check in of the baggage.

6. Tradewind has the right to refuse to accept Baggage without a signed release of liability from the Passenger if the Passenger fails to present the Baggage within the following time limits preceding scheduled departure time of applicable flights as follows:

(A) For Domestic flights, Passengers must check-in Baggage at least 30 minutes prior to scheduled departure.

(B) For International flights, Passengers must check-in Baggage at least 45 minutes prior to scheduled departure.

7. Tradewind will not accept Baggage for transport without the Passenger's identification and unless the Passenger's name appears on the Baggage.

8. Checked Baggage will be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event the carrier will make arrangements to transport the Baggage on the next flight on which space is available.

### C. Baggage Allowance.

When a Passenger presents a valid Ticket for transportation between points on Tradewind, Tradewind will transport the Passenger's Baggage between such points without charge, subject to the conditions of acceptance below and the allowances set forth in this Rule.

Each ticketed passenger may take a maximum total weight, inclusive of checked and carry-on luggage, of 50lbs. In the event that the total weight of all luggage exceeds 50lbs, some or all luggage may not travel on the flight.

#### Carry-on baggage

Operations, security directives or other safety considerations may require limitations to the allowable Carry-on Baggage on a specific flight. Tradewind reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.

3. Passenger Reroutes. A Passenger rerouted in accordance with Rule 19 will be entitled to the

### D. Weight/Size/Excess Limitations and Charges

E. Cabin Baggage Requiring a Seat. When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by Tradewind in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the provisions below will apply:

1. A seat for the Cabin Baggage must be reserved in advance and applicable charges paid.
2. Tradewind will charge 100 percent of the applicable Adult fare for the portion of the trip on which the extra seat is used. The Cabin Baggage will not be included in determining Baggage Allowance
3. Cabin Baggage must be carried aboard the aircraft by the Passenger and be secured in a seat with a seat belt.
4. The maximum permissible weight for Cabin Baggage is 165 lbs. (75 Kgs.)

F. Special Items. Special items listed below will be accepted as Baggage by Tradewind in accordance with the following provisions. Charges prescribed in this Rule are based on a one-way trip and are applicable from the point at which the item is accepted to the point to which the item is transported.

1. Bassinets and Infant carrying seats. An Infant bassinet or carrying seat (approved in accordance with 14 CFR Part 121.311), including car seats approved for airline travel, will be accepted for use in the Passenger compartment only when an additional seat is reserved for the Infant, a Ticket is purchased, and the Infant carrying seat (bassinet or car seat) can be secured properly by a seat belt.
2. Battery Powered Hand Tools. Battery Powered Hand Tools will be accepted as Checked Baggage subject to the conditions specified below:
  - (A) The battery must be removed from the Powered Hand Tool to prevent the tool from becoming engaged.
  - (B) Tradewind is not liable for loss, damage or delay in delivery of Battery Powered Hand Tools.
  - (C) Battery terminals must be insulated or protected against short circuits.
3. Duffel bags, B-4 bags, and Sea bags – See Checked Baggage Allowance.
4. Firearms – See also Sporting Equipment. Unloaded, non-sporting firearms and ammunition will be accepted as Checked Baggage only when permitted by governmental regulations. Advance arrangements must be made. EXCEPTION: A law officer will be permitted to carry a firearm onboard the aircraft in compliance with applicable federal, state law or governmental regulations provided advance notice is received by Tradewind.
5. Fragile or Perishable Items. Fragile and perishable items include, but are not limited to, examples in Rule 24.C.7.
  - (A) Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in Rule 21.E above.
  - (B) A fragile or perishable item may be accepted as Checked Baggage in accordance with this Rule only if it is packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material).

G. Tradewind is not liable for loss/damage of contents or delay in delivery which result from the unsuitability of such item as Checked Baggage and/or the inadequacy of its packaging and not from the carrier's failure to exercise the ordinary standard of care.

H. Tradewind is not liable for damage to a customer's Checked Baggage, Carry-on Baggage or other property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property.

I. Seafood Subject to the conditions below, seafood will be included in determining the Baggage Allowance. Tradewind is not liable for seafood.

1. Seafood will be accepted only if it is wrapped in a sealed protective material and packed in a leak-proof container.
2. Seafood will not be accepted if packed in a Styrofoam container.

J. Tradewind will not accept wet ice or items containing wet ice as Carry-on Baggage.

K. Tradewind will not accept perishable items packed in Styrofoam containers.

L. Musical Instruments. Musical instruments will be carried as Checked Baggage. Musical instruments will be included in determining the Baggage Allowance. Tradewind is not liable for damage to musical instrument items.

M. Restricted Articles. No dangerous goods or Hazardous Materials will be accepted onboard any Tradewind flight unless specifically exempted as a dangerous good or Hazardous Material by 49 CFR Parts 171-180 and/ or the International Air Transport Association Dangerous Goods Manual.

1. Dry ice will be accepted for carriage in checked or Carry-on Baggage as long as the ice is being used to keep an item cool. Tradewind will accept no more than 5.5 pounds of dry ice, properly packaged per DOT Hazardous Materials Guidelines, per customer, and no more than 5.5 pounds of dry ice may be carried on board any turboprop aircraft.
2. Wet ice is not accepted in checked or carry-on baggage.
3. Tradewind will not accept any item that is either confiscated or denied air transport by TSA.

(4) Baggage containing firearms will not be accepted knowingly for transportation by Tradewind at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.

(5) Properly packaged small arms ammunition up to a maximum of 11 lbs. (5 kgs.) may be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against shock and secured against movement. Ammunition must be packed separately from the firearm. The Passenger shall make a written declaration confirming that the above provisions are met. The maximum gross weight of ammunition accepted for carriage on any one aircraft is limited to 70 pounds (31.8kgs). Ammunition with explosive or incendiary projectiles will not be accepted. The ammunition does not have to be locked, but must be a box designated for carrying ammunition.

(6) Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as checked or Carry-on Baggage.

(7) If transporting a declared firearm, it must be unloaded, stored in a locked box and the key to the box given to the captain for the duration of the flight.

O. Personal Human Transporter. For the purposes of this Rule, a Personal Human Transporter is defined as a 2-wheeled battery powered personal transportation device. Tradewind does not accept Personal Human Transporter devices on Pilatus PC-12 flights.

P. Strollers. One stroller per passenger may be as Checked Baggage. Tradewind is not liable for damage to strollers.

R. *Domesticated Animals*. The transportation of live animals (other than Service Animals) in the cabin of the aircraft is subject to the provisions of this Rule. Service Animals are transported at no charge. They do not have to be in a kennel and may sit in the aisle or near the passenger's feet.

There is a limit of NO MORE than ONE (1) animal allowed in the cabin of any Tradewind operated flight. Transport shall be at the sole discretion of the Captain of the flight taking into account the operational & safety requirements of the passengers, crew, and aircraft.

*Non-Domesticated Animals*. Certain unusual animals/reptiles (whether as service animals or not) pose unavoidable safety and/or public health concerns. Tradewind will not accept any of the animals or types of animals listed in Rule 14.F (Snakes and other reptiles, Ferrets, Rodents, Spiders, and/or Any cold-blooded animal) for transportation. Carriage of any other pets not specifically listed in this Contract for transportation will be at Tradewind's discretion.

1. Animals must be at least 8 weeks old and weaned.
2. Muzzled, pregnant, injured or ill animals will not be accepted.
3. Passenger is responsible for ensuring compliance with animal inspection rules and procedures for all international travel. Tradewind will not be liable for any animal not transported due to failure to comply and/or adhere with foreign rules and procedures.
4. No veterinarian health certification is required for animals traveling on Tradewind flights.
5. Pets traveling will only be accepted as Pets in Cabin as specified below.
6. Advance arrangements must be made.
7. The animal must be confined in a cage or container subject to inspection and approval by Tradewind before acceptance and in conformance with 9CFR or IATA live animal regulations.
8. Environmental conditions must pose no hazard to the safety or comfort of the animal.
9. Pets will not be accepted if the temperature is to exceed 85 degrees along any point of the journey.
10. The passenger must make all arrangements and assume full responsibility for complying with all applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.
11. Animals will be transported in the passenger compartment. However, if transported in the passenger compartment, animals will also be subject to the additional conditions and charges specified below.
12. Purebred brachycephalic (short-nosed) dogs and cats are subject to respiratory problems resulting from air travel, stress, and warmer temperatures. The following breeds of brachycephalic dogs and cats may only be accepted as baggage at owner's risk. Excess valuation is not available for these animals.
13. Dogs: American Pit Bull, American Staffordshire Terrier, Boston Terrier, Boxer, Brussels Griffon, Bull Mastiff, Bull Terrier, Bulldog, Chow Chow, Dutch Pug, English Bulldog, English Toy Spaniel, French Bulldog, Japanese Boxer, Japanese Pug, Japanese Spaniel, Pekinese, Pug, Shih Tzu, Staffordshire Bull Terrier.
14. Cats: Burmese, Exotic, Himalayan, Persian
16. General Conditions of Acceptance – Pets in Cabin must fit in passengers lap.

- (A) Advance arrangements must be made.
- (B) The animal must be harmless, inoffensive, odorless and require no attention during transit.
- (C) The animal must be confined in a cage or container subject to inspection and approval by Tradewind before acceptance.
- (D) The container must be stored under the seat directly in front of the Passenger at all times, and

the animal must remain in the container at all times. In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the Captain's discretion, at the first stop and placed on an alternative carrier.

(E) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificate when required.

(F) Tradewind will accept no more than one in-cabin pet container per Ticketed Passenger.

(G) There may be only one cat or dog per container, and the animal must be able to stand up and turn around comfortably.

(H) There may be a maximum of two birds per container.

(I) A maximum of two in-cabin pets is permitted for each flight.

(J) Tradewind reserves the right to refuse carriage of animals at any time.

## 17. Pet Containers

(A) Containers must be leak proof and subject to inspection and approval by Tradewind prior to acceptance.

(B) Containers must be made of metal, wood, polyethylene, fiberglass or composite material of similar strength.

(C) Containers must be ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.

(D) Containers made totally of wire are not accepted.

(E) Approved soft side carriers specifically designed as pet carriers are acceptable for in-cabin pets.

(F) In-cabin animal containers must not exceed 21 inches in length by 16 inches in width by eight inches in height.

(G) Containers in such condition as to allow possible escape by an animal will not be accepted for transportation.

(H) Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported.

(F) The liability ceiling for Tradewind shall not exceed \$2,000 USD in the event of a death of a pet.

## **RULE 22. Flight Delays, Cancellations, Aircraft Changes**

### A. General

1. Where the Tradewind flights originate to, from, or within the U.S.A., the provisions of this Rule apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Change in Schedule, Force Majeure Event or a Schedule Irregularity. We strongly advise all customers to provide Tradewind Aviation, LLC. with multiple contact phone numbers, accurate e-mail or fax, and a proper mailing address. Tradewind will make every attempt to notify passengers of any flight delays, cancellations or diversions as soon as any decision to make such a change is confirmed. On the day of departure, in either the airport or onboard the aircraft, Tradewind employees will update passengers at minimum every fifteen (15) minutes on the status of the flight. Tradewind will not refund tickets for travel on another airline if a passenger does not choose to accept the alternatives given by Tradewind.

B. Tradewind is released from any rescheduling liability if the customer fails to provide Tradewind with proper contact information and we cannot reach the customer with a schedule change in a timely matter.

1. Schedules are Subject To Change without Notice. Times shown on tickets, timetables, or elsewhere are not guaranteed and form no part of the Contract of Carriage. Tradewind will notify Passengers at the gate and on board an affected aircraft, in a timely manner, of the best available information regarding known delays,



cancellations, and diversions. Tradewind will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of Tradewind is authorized to bind Tradewind by any flight information statement.

C. Definitions. For the purpose of this Rule, the following terms have the meanings below:

1. Change in Schedule – an advance change in Tradewind’s schedule that is not a unique event such as a Schedule Irregularity or Force Majeure Event as defined below.
2. Connecting Point – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.
3. Delivering Carrier – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.
4. Force Majeure Event – any of the following situations:
  - (A) Any condition beyond Tradewind’s control including, but not limited to, meteorological conditions, acts of God, riots, terrorist activities, earthquakes, volcanic activity, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;
  - (B) Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting Tradewind’s services;
  - (C) Any governmental regulation, demand or requirement;
  - (D) Any shortage of labor, fuel, or facilities of Tradewind or others;
  - (E) Damage to Tradewind’s Aircraft or equipment caused by another party;
  - (F) Any emergency situation requiring immediate care or protection for a person or property; or
  - (G) Any event not reasonably foreseen, anticipated or predicted by Tradewind.
5. Misconnection – occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier was unable to deliver him/her to the Connecting Point in time to connect with the Original Receiving Carrier’s flight. When booked on the same reservation, ticket and confirmation. NOTE: The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.
6. Original Receiving Carrier(s) – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.
7. Schedule Irregularity – any of the following irregularities:
8. Delay in scheduled departure or arrival of a carrier’s flight resulting in a Misconnection;
9. Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier’s flight;
10. Substitution of aircraft type that provides different classes of service;
11. Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
12. Cancellation of a reservation by Tradewind pursuant to Rule 5.

D. Change in Schedule. When a Passenger's Ticketed flight is affected because of a Change in Schedule, Tradewind will, at its election arrange one of the following:

1. Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger;
2. Reroute Passengers over the lines of one or more carriers when a Change in Schedule results in the cancellation of all Tradewind service between two cities;
3. Advise the Passenger that the value of his or her Ticket may be applied toward future travel on Tradewind within one year from the date of issue without a change or reissue fee; or
4. Provide a refund in accordance with Rule 25.

E. Force Majeure Event. In the event of a Force Majeure Event, Tradewind without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations and determine if any departure or landing should be made, without any liability on the part of Tradewind. Tradewind may reschedule passenger on another available Tradewind flight or refund any unused portions of the ticket in the form of a travel certificate.

#### F. Schedule Irregularity

1. Liability. Except to the extent provided in this Rule and the Warsaw Convention, Tradewind shall not be liable for any Schedule Irregularity.
2. Delay, Misconnection or Cancellation. When a Passenger's ticket is affected because of a Schedule Irregularity caused by Tradewind, Tradewind will take the following measures:

(A) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger; or

(B) At the Passenger's request, provided that the tariff covering the original transportation permits routing via the carrier which will transport the Passenger, Tradewind will re-accommodate the Passenger in the same class of service on the next available flight on another carrier, or combination of carriers, if the length of the delay to the Passenger's destination exceeds four hours.

3. In the event a Passenger misses an onward connecting flight on which space is reserved because the Delivering Carrier did not operate its flight due to a Schedule Irregularity or Change in Schedule, the Delivering Carrier is responsible to arrange for carriage of Passenger or to make a refund.

#### G. Amenities for Delayed Passengers

##### 1. Lodging

(A) Should a schedule irregularity occur that is not the result of a Force of Majeure event, Tradewind will provide overnight hotel accommodations to all passengers directly affected by said irregularity only under the following conditions:

(1) Between the hours of 10:00PM and 6:00AM local station time or after four (4) hours from the start of the irregularity, whichever is later.

(2) After Tradewind has exhausted all reasonable resources to re-accommodate the passenger for the same date of travel. "Reasonable resources" include re-accommodation on Tradewind, re-accommodation on another air carrier, or re-accommodation via ground transportation (should it be available).

(B) Tradewind will make every effort to provide hotel accommodations reasonably near the Airport as well as issue vouchers for meals.

(C) In the event delayed or canceled flights are caused by circumstance beyond Tradewind's control, such as Force Majeure events as defined, Tradewind is not liable for the amenities specified in this rule.

(D) Tradewind cannot guarantee lodging as an option during high-season events where accommodations may not be readily available. Lodging will not be furnished:

(1) To a Passenger whose trip is interrupted at a city in which he or she permanently resides or origination point, or

(2) When the destination city airport that is designated on the Passenger's Ticket and the city airport that the Passenger is diverted to are both located on the same island

(3) When such interruption is due to circumstances outside Tradewind's control such as weather condition and air traffic control delays.

2. Meals. Passengers will be provided with one meal voucher if the delay will extend beyond the four (4) hours. When lodging is furnished, the Passenger may be provided up to two meals depending on length of delay and new departure time. Meal vouchers or credits will be offered depending on the local airport food establishments; Tradewind may opt to pre-purchase food as a group. Meal vouchers will have a limit no greater than \$8.00 USD.

3. Ground Transportation. When lodging is furnished, ground transportation will be coordinated through the hotels shuttle service for which Tradewind's established lodging contract permits.

4. Communication. Tradewind will provide one three-minute long distance telephone call when the delay caused by Tradewind under this Rule is expected to exceed two hours.

5. Passengers with Special Needs. During a Schedule Irregularity, Tradewind will provide such amenities as are necessary to maintain the safety and/or welfare of certain Passengers such as Qualified Individuals with Disabilities, unaccompanied minors, or the elderly.

#### H. Extraordinary Circumstances on Board Aircraft.

Tradewind will use reasonable efforts to provide food, water, restroom facilities and access to medical treatment for Passengers on board an aircraft that is on the ground for an extended period without access to the terminal, consistent with Passenger and employee safety and security concerns. In cases of tarmac delays of two hours or more, Tradewind will institute the following procedures:

1. For domestic flights, Tradewind will not permit one of its aircraft to remain on the tarmac with passengers onboard for more than three hours unless the pilot-in-command determines there is a safety related or security-related impediment to deplaning passengers (e.g. weather, air traffic control, a directive from an appropriate government agency), or Air Traffic Control advises the pilot-in-command returning to the gate or permitting passengers to disembark somewhere elsewhere would significantly disrupt airport operations.

2. For international flights (either arriving in or departing from an international destination) Tradewind will not permit one of its aircraft to remain on the tarmac with passengers onboard for more than four hours unless the pilot-in-command determines there is a safety related or security-related impediment to deplaning passengers (e.g. weather, air traffic control, a directive from an appropriate government agency), or Air Traffic Control advises the pilot-in-command that returning to the gate or permitting passengers to disembark somewhere elsewhere would significantly disrupt airport operations.

3. In the instance where passengers are required to remain onboard an aircraft on the tarmac in

excess of two hours, Tradewind will distribute food (pretzels, granola bars or similar) and potable water no later than two hours after the aircraft has left the gate or touches down if the aircraft remains on the tarmac, unless the pilot-in-command determines that safety or security requirements preclude such service.

4. In the instance where an aircraft is required to hold on the tarmac, Tradewind will ensure there is access to operable lavatory facilities accessible to its passengers or return to the gate.

5. In the instance where medical assistance is needed, Tradewind will utilize passengers or employees with medical expertise (licensed doctor, nurse or crewmembers) and in the instance this is not available, contact the airport emergency medical response team and permit boarding of the aircraft or deplaning of the passenger requiring attention.

6. Tradewind will dedicate its flight crew to the performance of these duties and will request additional support from ground crew or airport facilities should its personnel require assistance.

7. Tradewind has provided this plan to the management at all of the airports it serves, to include local TSA and Customs and Border Control where the plan has been reviewed and approved.

I. Incidentals. Tradewind will not be held liable or associated with a wrongful cause to the delay or cancelation barring any unforeseen circumstance beyond its control's or responsible to attributing any additional costs incurred to the passenger such as separate accommodations for air tours, air travel, car rentals, ground tours, motor cycle rentals, restaurant, scuba diving, skiing, spa, salon or cost based recreational and personal engagements.

## **RULE 23. Denied Boarding Compensation**

Upon request Tradewind will advise a customer if his/her flight is overbooked. When Tradewind determines that there are not enough available seats on a flight to accommodate all customers holding confirmed reservations and tickets, Tradewind will take the actions specified below regarding voluntary and/or involuntary denied boarding.

### **A. Voluntary**

1. Request for Volunteers: Tradewind will request customers to relinquish their seats voluntarily in exchange for compensation in the form of a travel credit as determined by Tradewind. The request for, and selection of, volunteers will be in a manner determined solely by Tradewind. Because the selection of volunteers is based on a variety of factors, and because we may have more volunteers than we need, some volunteers may not be selected.

### **B. Involuntary**

1. Boarding Priorities: If a flight is oversold and there are not enough volunteers, Tradewind may be required to deny boarding involuntarily, in accordance with the following:

- a. Ease of re-accommodation
- b. Fare / class of service purchased
- c. Time of check-in
- d. Special efforts will be made to never involuntarily deny boarding to customers requiring special assistance or unaccompanied minors.

### **C. Transportation for Customers Denied Boarding**

Tradewind Aviation, LLC. will transport customers who have been denied boarding, whether voluntarily or

involuntarily, on its next flight on which space is available at no additional cost to the customer. If Tradewind is unable to provide onward transportation, Tradewind will attempt to arrange for transportation for the customer on the next available flight of another airline with which Tradewind has an agreement allowing the acceptance of each other's tickets, at no additional cost to the customer.

#### D. Compensation for Flights

1. Involuntary – Tradewind will offer the following compensation to customers denied boarding involuntarily on flights within the Tradewind network:

- a. A transferable voucher for one free roundtrip ticket on Tradewind within Tradewind network,
- b. Certain restrictions may apply to these tickets, which are disclosed in materials available from Tradewind agents and on the Tradewind or affiliate websites ([www.flyTradewind.com](http://www.flyTradewind.com)).

#### E. Waiver of Payment of Compensation

Denied boarding compensation payment may not be made if:

1. The customer has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the customer has already checked in at another location.
2. The customer is offered accommodations in a class of service on the aircraft other than that specified on his/her ticket (at no extra charge), except that a customer seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.
3. The flight for which the customer holds confirmed reserved space is unable to accommodate that customer because of the substitution of equipment of lesser capacity when required by operational or safety reasons.
4. Tradewind Aviation, LLC. arranges comparable air transportation, or other transportation used by the customer at no extra cost to the customer, that at the time such arrangement is made, is planned to arrive at the airport of the customer's next stopover or, if none, at the airport of the final destination not later than one hour after the planned arrival time of the customer's original flight or flight(s).
5. If Tradewind refuses to transport the passenger for any of the reasons stated in section III of the contract of carriage.

#### F. Free Air Transportation as Compensation for Travel

Free air transportation is limited to one round trip ticket from any one city served by Tradewind Aviation, LLC. to any one destination served by Tradewind within the Tradewind network.

The voucher for free air transportation will be provided only to the customer who was denied boarding, although the customer may elect to transfer the voucher to another person. The voucher for free air transportation must be exchanged for a ticket within one year from the date of issuance of the voucher. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance. All travel must be completed within one year of the date of ticket issuance. Space is subject to availability at time of booking and travel must be via Tradewind. only and via the most direct routing on which space is available. A stopover will be permitted only at the customer's outward destination. The ticket has no refund value and may be rerouted and reissued only by Tradewind A customer involuntarily denied boarding may decline this transportation benefit and receive the cash payment specified in Section X describing involuntary compensation.

Tradewind policies and procedures on voluntary and involuntary denied boarding, including applicable

check-in deadlines, are available from authorized Tradewind agents and on the Tradewind or affiliate websites ([www.flyTradewind.com](http://www.flyTradewind.com)).

NOTE: ACCEPTANCE OF DENIED BOARDING COMPENSATION CONSTITUTES FULL COMPENSATION FOR DAMAGES INCURRED BY THE CUSTOMER AS A RESULT OF Tradewind AVIATION, LLC. FAILURE TO PROVIDE THE CUSTOMER WITH A CONFIRMED SEAT.

## **RULE 24. Rerouting**

A. Rerouting Eligibility. Unless the fare purchased otherwise indicates, Tradewind will reroute a Passenger at the Passenger's request and upon presentation of the Ticket or portion thereof then held by the Passenger plus payment of any applicable fees, charges, and fare differentials.

B. Fare Applicable to Rerouting or Change in Destination.

1. Passengers may change the routing and/or the ultimate destination designated on his/her Ticketing provided that, after transportation has commenced, a one-way Ticket will not be converted into a Round-Trip, Circle-Trip, or Open-Jaw Trip Ticket.
2. Except as otherwise provided in Rule 23, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of Tradewind prior to arrival at the ultimate destination named on the original Ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the Passenger's new Ticket. Any difference between the fare and charges so applicable to the original Ticket issued to the Passenger will be either collected from or refunded to the Passenger, as the case may be.

## **RULE 25. Refunds**

A. Refunds – Involuntary

1. The amount Tradewind will refund upon surrender of the unused portion of the Passenger's Ticket for involuntary reasons pursuant to Rule 19 or Rule 22 will be as follows:

- (A) If no portion of the Ticket has been used: An amount equal to the fare and charges paid. EXCEPTION: Tradewind shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on a Tradewind flight involved in a Schedule Irregularity, unless such Ticket was issued by Tradewind.
- (B) If a portion of the Ticket has been used:

- (1) One-way fares – An amount equal to the lowest comparable one-way fare for the class of service paid, for the un-flown segment.
- (2) Round-Trip, Circle-Trip, or Open-Jaw fare – actual fare amount for the class of service paid, for the un-flown segment.
- (3) Area fare/flat rate fare – The refund amount will be computed by applying the same rate of discount, if any, applied in computing original fare from the point of termination to the destination on the Ticket, Stopover, or the point where transportation will be resumed via:
  - a. The Routing specified on the Ticket, if the point of termination was on the Routing of the Ticket, or

- b. If the point of termination was not on the Routing specified on the Ticket, the direct Routing of any carrier operating service between such points.
- (4) If no fare of the type (fare basis) paid by the Passenger is published between the termination point and the Passenger's destination or next Stopover point, the refund amount will be the same proportion of the normal coach (Y) fare published between the termination point and the destination or next Stopover point, as the fare paid is of the normal coach (Y) fare between the Passenger's point of origin or previous Stopover point and destination or next Stopover point. EXCEPTION: Tradewind shall not be obligated to refund any portion(s) of a Ticket which does not reflect a confirmed reservation on a Tradewind flight involved in a Schedule Irregularity, unless such ticket was issued by Tradewind.

B. Refund will be made in accordance with this Rule, provided application for such refund has been made prior to the expiration of Ticket.

1. Tradewind will make no refund but may, at its discretion, provide ground transportation to the destination airport without charge when the destination city airport designated on the Passenger's Ticket and the city airport where the flight terminates are both within any of the following city groups:

(A) Teterboro, New Jersey and White Plains, NY

2. When a Passenger holding a ticket for carriage for a higher class of service between a point of Origin and a destination is required by the carrier to use a lower class of service for any portion of such carriage the amount of refund will be as follows:

- (1) FOR ONE WAY TICKETS: The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class of service is used.

- (2) FOR ROUND TRIP, CIRCLE TRIP OR OPEN JAW TICKETS: The difference between 50 percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service used.

- a. Involuntary refunds will be subject to a \$25 administrative handling fee.

C. Refunds – Voluntary.

For tickets eligible for refunds, unless it is an involuntary refund as stated in Rule 24.A, Tradewind will upon the Passenger's surrender of the unused portion of a Tradewind issued ticket or voided e-Ticket or confirmation, refund to the Passenger as follows:

1. If no portion of the Ticket has been used, in accordance with these Rules, the refund will be an amount equal to the total fare and charges paid.
2. If a portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference if any, between the fare and charges applicable to the Ticket issued to the Passenger, and the fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket.
3. Refund will be made, provided application for such refund has been made not later than the expiration date of the Ticket.
4. Tradewind assumes no obligation to issue a voluntary refund unless such Ticket was issued by Tradewind as a Tradewind E-Ticket. The term "Tradewind E-Ticket" means Tickets printed, imprinted or issued electronically with the Tradewind carrier code.

5. Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the Ticket in question will be deducted from the amount to be refunded under Rule 24.
6. Tradewind will process refunds for eligible tickets within 7 business days from request of refund for credit card purchases and 20 business days for cash purchases. Credit card refunds that are not able to be refunded due to miscellaneous reasons will be refunded by Tradewind Company Check. Cash purchases will be refunded by a Tradewind Company Check.
7. Refunds may be in the form of an electronic voucher or credit.
8. Refunds are subject to a \$25 administrative fee.
9. Refunds for customers that abandon a trip due to irregular operations beyond Tradewind Aviation control must first cancel the remaining reservation on Tradewind in order to receive a voucher. Customers that abandon a trip without first notifying Tradewind will be considered a “no show” for the abandoned flight segment and will not be eligible for a refund or use the remaining balance of their reservation.

#### D. Persons to Whom Refund is Made

1. Except as provided below, Tradewind will refund in accordance with this Rule only to the person named as the Passenger on the Ticket.

##### (A) EXCEPTION 1:

- (1) Tickets issued against a Transportation Request issued by a government agency, other than the U.S.A Government, will be refunded only to the government agency that issued the Transportation Request.
- (2) Tickets issued against a U.S.A Government Transportation Request (GTR) will be refunded only to the U.S.A. Government agency which issued the GTR by check made payable to the “Treasurer of the United States”.
- (3) Tickets issued against a credit card honored by Tradewind will be refunded only to the account of the person to whom such credit card was issued.
- (4) Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with Exception 2 below.

##### (B) EXCEPTION 2:

- (1) If at the time of purchase, the purchaser designates on the Ticket another person or entity to who refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing his/herself as the person so designated on the Ticket exchange order shall be deemed a valid refund, and Tradewind will not be liable to the purchaser, or any other person for another refund.

##### (C) EXCEPTION 3:

- (1) If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employees, or the travel agent has made a refund to its client, such refund will be made directly to the employee’s company or the travel agent.

#### E. Non-refundable Tickets

1. General Rule. Tradewind will not refund any portion of a Ticket that is purchased with a non-refundable fare, including the fare and any taxes, fees, or other charges included within the total



price paid for the Ticket.

2. Application of Unused Ticket toward Future Ticket Purchase. Tradewind may allow a portion of the non-refundable fare paid for an unused and unexpired non-refundable Tradewind Ticket to be applied towards the purchase of future travel on Tradewind, which must be booked in the same fare class or higher. Change fees and other administrative charges may apply. Any portion not so applied will not be refunded in any form.

3. Tradewind may, at its discretion, allow for refunds of non-refundable tickets during events as outlined in Rule 22-C-4. Tradewind must advise publicly of a time-frame for waivers, also called a "Travel Advisory", to this rule and disclose if refunds or change fee waivers are permitted, along with a list of affected destinations and/or flights affected. Only tickets valid for travel during the published Travel Advisory applies as long as one segment of the reservation falls during the time period for waivers to this rule. Tradewind may also, at its discretion, extend ticket validity for tickets during an event as outlined in Rule 22-C-4 for a period of up to two (2) years and allow one voluntary change, free of charge for travel during a Travel Advisory.

(1) Customers with travel outside of the time-frame are non-refundable.

(2) Customers may contact Tradewind Customer Service and request a change fee waiver if their destination is affected by an event as outlined in Rule 22-C-4; no refunds shall be offered or granted if Tradewind conducts operations on the original date of the confirmed reservation.

F. Tradewind is an electronic ticket airline, therefore they cannot be lost.

G. Application for Refund of Lost Paper Tickets

1. A refund will be made for eligible tickets in accordance with Rule 22, provided application has been made no later than one month after the expiration date of the lost Ticket.

2. The application must be made on forms provided by Tradewind for such refunds.

3. A refund will be made by Tradewind upon application for such refund, provided that the lost Ticket or lost portion thereof has not previously been honored for transportation or refunded to any person during a period of three months from the date the loss is reported, and provided that the person to whom the refund is made agrees, in such form as may be provided by Tradewind, to indemnify Tradewind, including agreeing to return to Tradewind such refund, for any loss or damage which it may sustain by reason of the use of the lost Ticket or portion thereof.

H. Non-refundable Tickets. Tradewind will not refund any portion of a lost non-refundable Ticket, including the fare and any taxes, fees, or other charges. For applicable service charge, the Ticket will be reissued, if application is submitted prior to scheduled travel

I. Foreign Currency Refunds. All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made.

1. Refunds will be made in the currency in which the fare was paid, or, at Tradewind's election, in lawful currency of the country of the carrier making the refund in the amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.

J. Overcharge Refunds. Refund claims for overcharges must be submitted to Tradewind in writing within 30 days after the operation of the flight Segment to which such overcharge claim relates, after which time no claim or legal action based on such overcharge can be maintained.

## **RULE 26. Additional Liability Limitations**

A. Successive Carriers. Carriage to be performed under one Ticket or under a Ticket and any Conjunction Ticket issued in connection therewith by several successive carriers is regarded as a single operation.

B. Warsaw Convention Application. Tradewind agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international transportation hereunder as defined in the Warsaw Convention:

1. Tradewind shall invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention;
2. Tradewind shall avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 100,000 Special Drawing Rights (SDR's);
3. Except as otherwise provided in Rule 26.B.1 and Rule 26.B.2, Tradewind reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, Tradewind reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity;
4. Tradewind agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the Domicile or permanent residence of the Passenger;
5. Liability for delay of the Passenger shall not exceed the limitation set forth in the Warsaw Convention;
6. Nothing herein shall be deemed to affect the rights and liability of Tradewind with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger; and
7. Any action brought pursuant to the Warsaw Convention is barred unless commenced within two years of the alleged occurrence.

C. General Limitation of Liability. Except to the extent the Warsaw Convention or other applicable law may otherwise require or except as specifically provided otherwise in this Contract of Carriage, the following limitations of liability apply:

1. Tradewind shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as "damage") arising out of or in connection with carriage or other services performed by Tradewind, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Tradewind and there has been no contributory negligence on the part of the Passenger.
2. Tradewind shall not be liable for any damage arising out of Tradewind's compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger's failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger's reliance on advice provided by Tradewind regarding such laws, regulations, orders, rules, requirements or security directives.
3. Tradewind shall not be liable for any punitive, consequential or special damages arising out of or

in connection with carriage or other services performed by Tradewind, whether or not Tradewind had knowledge that such damage might be incurred.

(A) In situations arising under Rule 22.A through Rule 22.E., Tradewind shall not be responsible for compensatory, consequential, or other damages. Except as otherwise set forth herein, the passenger's sole and exclusive remedy shall be Rule 25.A (Refund-Involuntary).

4. Any limitations or exclusions of liability of Tradewind shall apply to and be for the benefit of Tradewind's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by Tradewind and its agents, employees or representatives acting within the scope of their employment.

5a. Domestic Carriage Limitation of Liability for Baggage. If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following apply:

Liability for the loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise exclude able), is limited to USD \$3,700 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. Tradewind shall not be liable for any consequential damages arising from the loss of, damage to or delay in delivery of Baggage.

5a. International Carriage of Liability for Baggage:

Per the Montreal Convention of 1999 ([https://www.iata.org/policy/Documents/MC99\\_en.pdf](https://www.iata.org/policy/Documents/MC99_en.pdf))

In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1,131 SDR (approximately \$1,311). Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination

6. Tradewind assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.

7. In the case of lost, damage to or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to Tradewind by the passenger within four hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at Tradewind's discretion), no action shall lie against Tradewind.

(A) Interim Purchases. Tradewind requires that receipts be presented for all reasonable expense reimbursements incurred due to the delay of passenger's bag. Entitled after 24 hours unless the occurrence is on the last flight for that destination. Reasonable expenses to cover for necessities such as toiletries and clothing, taking into account your ability to use the new items in the future will be \$50 USD per day for up to 3 days.

8. After preliminary notice of claim to Tradewind by the Passenger, the Passenger must obtain a written claim form from Tradewind.

9. The completed written claim form pertaining to the claimed lost, damage to or delay in delivery of a Passenger's personal property, including Baggage must be received by Tradewind's Customer Service Center from the Passenger within 15 days after the flight date. If the Passenger's fails to

return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at Tradewind's discretion), no action shall lie against Tradewind.

10. Wheelchairs and Other Assistive Devices. For domestic travel only, the baggage limitations of liability set forth in this Rule do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. Liability for a lost or irreparably damaged wheelchair or other assistive device will be the original purchase price of the device, or where repairable, the actual cost of repair. Documentary proof is required from the Passenger for any claim for damages, loss or repair. Tradewind has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. The notice and claim requirements of this Rule do apply.

11. Exclusions from Baggage Liability (Applies to Domestic and International Carriage).

(A) Notwithstanding the foregoing limitations, Tradewind shall not be liable for the loss of, damage to or delay in delivery of any fragile or perishable items, nor for loss of, damage to or delay in delivery of any of the following:

- (1) Antiques, artifacts, heirlooms, collectibles, religious items and artifacts;
- (2) Frozen or preserved food & related items;
- (3) Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;
- (4) Business equipment and business samples;
- (5) CDs, DVDs, MP3s;
- (6) Chinaware, glass, ceramics, pottery;
- (7) Computer hardware/software and electronic components/equipment;
- (8) Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents;
- (9) Items checked in corrugated/cardboard boxes, including cardboard boxes provided by Tradewind, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
- (10) Electronic and mechanical items, including cell phones, electronic games; and other related items;
- (11) Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eye wear and eye/vision devices;
- (12) Garment bags not designed for travel;
- (13) Irreplaceable items;
- (14) Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
- (15) Jewelry;
- (16) Keys;
- (17) Liquids, perfumes, liquor, jerkins;
- (18) Medicines, medical equipment;
- (19) Money, gift cards and gift certificates;
- (20) Natural fur products;
- (21) Perishable items such as food, seafood, tobacco and related items;
- (22) Photographic/cinematographic/audio/video equipment, cameras and related items;
- (23) Precious metals/stones;
- (24) Tools, battery powered hand tools, tool boxes/containers;
- (25) Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
- (26) Silverware, knives, swords;

- (27) Watches (Timepieces);
- (28) Works of art such as paintings or sculptures; or
- (29) Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of Tradewind.

13. Tradewind shall not be liable for Baggage not claimed by Passenger immediately upon arrival.
14. Tradewind shall not be liable for damage caused by a customer's property, whether such damage is to the customer's own property or to other's property.
15. Tradewind shall not be liable for the loss of, damage to or delay in delivery of any Baggage accepted by another carrier for Interline Transfer to Tradewind, if the Baggage is not acceptable for transportation as Checked Baggage by Tradewind.
16. A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. Tradewind will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and Tradewind will not be responsible if any animal is refused passage into or through any country, state or territory. (See Rule 18)
17. Tradewind shall not be liable for damage to Archery Equipment, Boogie/Skim/Speed Boards, Bowling Equipment, Fishing Equipment, Hang Gliding Equipment, Hockey/Lacrosse Sticks, Javelins, Kite boarding Equipment, Oars, Pole Vaulting Equipment, Pool Cues, Re-breather Equipment, Scuba Diving Tanks, Scuba/Diving Equipment, Water Skiing/Snow Skiing/Snowboarding Equipment, Surfboards, Surfboard Equipment Containers, Surfboard Bags, Wave Skis, Wake-boards and Windsurfing Equipment.
18. Tradewind shall not be liable for damage to Golfing Equipment that is not contained in hard-sided cases.
19. Tradewind shall not be liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or not contained in cardboard containers or hard sided cases.
20. Tradewind shall not be liable for damage to Personal Human Transporters
21. Tradewind shall not be liable for damage to Musical Instruments.
22. Tradewind shall not be liable for damage to Strollers.
23. Tradewind shall not be liable for any Baggage for which Tradewind and/or its' agents or representatives or any interline airline has received a signed release form from the passenger.
24. Tradewind shall not be liable for damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.
25. Tradewind shall not be liable for loss of or damage to protruding parts such as wheels, feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps.
26. Tradewind shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to over packed Baggage.
27. Tradewind shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.
28. Tradewind shall not be liable for damage caused by improperly packed Checked Baggage or Carry-on Baggage.
29. Tradewind shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued.

30. Tradewind shall not be liable for the loss of or delay in delivery of any Checked Baggage of a non-revenue customer flying on Tradewind.

31. Tradewind will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Rule 21.

#### D. Declaration of Higher Value for Checked Baggage

1. A Passenger may, when checking in for a flight and presenting Baggage to be checked for transportation, declare a value higher than the maximum limitation of liability amount specified herein subject to the conditions and charges below, in which event Tradewind's liability shall not exceed the higher declared value.

2. Tradewind's higher valuation may be purchased at a one-way rate of higher declared value, but total declared value may not exceed \$5,000 USD.

3. Declaration of higher value shall not apply to any items in Rule 26. 11 A.

4. Tradewind has the discretion to not accept Baggage of any one Passenger having a declared value in excess of \$5,000 USD unless special arrangements have been made in advance by the Passenger with Tradewind.

5. When personal property, including Baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.

6. Excess value charges will be payable on a one-way basis at the point of Origin for the entire journey to the final Destination, provided that, if at a Stopover en route, a Passenger declares a higher excess value than that originally declared, additional value charges for the increased value from Stopover to the final Destination will be due from the passenger. EXCEPTION: Excess value charges will be due from the Passenger to Tradewind only to the point to which the Baggage is checked, or to the point of Transfer to another carrier if such point is before the point to which Baggage is checked.

E. Delivery of Baggage. Tradewind will use reasonable efforts to return Checked Baggage within 24 hours of notice in writing by the Passenger of a delayed bag. Tradewind will attempt to contact any Passenger whose unclaimed, Checked Baggage contains a name and address or telephone number. Delivery method will be conducted by any company of choice by Tradewind.

F. Limitation of Liability-Services of Other Carriers. Tradewind's liability for damage, if any, shall be limited to occurrences on its own flights only, except in the case of Checked Baggage, in which case the Passenger also has the right of action against either the first or last carrier in the flown itinerary.

1. A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

2. Tradewind shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.

3. Tradewind Aviation, LLC.'s liability in the case of refusal to transport passenger on a specific flight or removal of a passenger en route pursuant to Rule 19 shall be limited to the refund value of the unused portion of the passenger's ticket in accordance with Rule 25.A.

## **RULE 27. Customer Service Complaints**

- A. We are committed to providing you with quality customer service and support. Please contact us if you have a comment or a complaint. Please submit your complaints within 60 days of incident so that they may be resolved accordingly. Any complaints submitted after 60 days of incident will be recorded but will not guarantee a proper resolution.  
For customer service issues, please email [charter@flytradewind.com](mailto:charter@flytradewind.com)

## **RULE 28. Privacy Notice**

Tradewind Aviation, LLC. is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when you book or purchase a Tradewind ticket for transportation of passengers or cargo or if you participate in Tradewind programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration and customs clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of Tradewind. Upon booking a ticket for transportation or purchasing other services, you authorize Tradewind and its affiliates and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including other carriers and government agencies, for their use, processing and retention, such personal data as Tradewind deems necessary to carry out the above-mentioned business purposes. You may contact Tradewind Customer Care at the address set forth below if you would like to review and rectify your personal data on file. If you object to Tradewind maintaining and using your personal data for marketing purposes, written requests to opt out of optional programs can be made to: [charter@flytradewind.com](mailto:charter@flytradewind.com).

## **RULE 29. PASSENGERS REQUIRING ASSISTANCE**

It is the policy of Tradewind Aviation to provide equal opportunity for all would-be travelers. Accordingly, Tradewind Aviation will not refuse to provide transportation to a disabled individual, who may be transported in accordance with the Company's FAA-approved operating procedures, on the basis of his or her disability provided that he or she is able ascend and descend stairs without the use of a lift device.

Tradewind Aviation may refuse to provide transportation to any customer whose carriage may impair the safety of the flight in accordance with the provisions of this contract, and may refuse to provide transportation to any customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the Company's FAA-issued operating manuals. In exercising this authority, however, Tradewind Aviation personnel will not discriminate against any disabled individual solely on the basis of the disability.

For your safety, to travel in our aircraft, customers must be able to ascend and descend several steps to board the aircraft without the use of a lift device. Tradewind's aircraft only hold 9 passengers and therefore, are not required to provide enplaning or deplaning lift devices. [Please refer to the Air Carrier Access Act, section 382.97 for more details.](#)

Customers who, because of age, mental or physical condition, disability or impairment, require individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded a reasonable amount of assistance by Tradewind Aviation employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times. Tradewind Aviation will consult with the customer about any assistance and special plans arranged on the customer's behalf. Tradewind Aviation will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices.

Tradewind Aviation permits the accompanying of service animals in the cabin free of charge.