

GENERAL CONDITIONS OF CARRIAGE DAT A/S

Revision 2.0

Changelog 2.0 (01 April 2020)

- Added Article 5.3. administration fee on Scandinavian routes.

Changelog 1.0. (17 January 2020)

- Updated Article 16. Complaints and requests for compensation pursuant to EU Regulation 261/2004.

Article 1. Definitions Airline Company

DAT (Danish Air Transport A/S)

Authorized agent:

An agent that has been authorized by the airline company and is selling tickets to passengers on the airline company's flights.

Baggage

The personal items the passengers bring with him/her on the journey. Unless otherwise specified, this includes both checked-in baggage and hand baggage (i.e. unchecked).

Baggage identification tag

The document printed by the airline company for identifying checked-in baggage.

Baggage receipt

A part of the baggage tag that the passenger receives as a receipt for checked-in baggage.

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Checked-in baggage

All baggage that the airline company has responsibility for and where a baggage receipt has been issued.

Check-in deadline

The deadline set by the airline company where the passenger must have completed check-in formalities and, if applicable, received a boarding pass.

Convention

One or several international rules to the extent that they would be applicable for this agreement. For example, Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on May 28, 1999

Damage

Including death, personal injury, loss, partial loss, theft or other damage that may occur due to or in connection with carriage.

Electronic or telephone ticketing

Issuing of the airline company or on behalf of the airline company, a ticket, made through a passenger's reservation via Internet or telephone.

Force majeure

An unusual and unforeseen incident outside the airline company's control, where consequences could not have been avoided even if all possible countermeasures have been taken.

Hand baggage / Cabin baggage

All baggage that has not been checked-in and considered un-checked.

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Itinerary

A document or documents issued by the airline company to the passenger containing the passenger's name, travel plans and information.

Passenger

Any person, except crew on board, being transported or is about to be transported with an aircraft based on an airline ticket.

Regular transfer stop

Airports, except departing and arriving airport, defined in the passenger's ticket or in the airline company's timetable as transfer stops on the passenger's itinerary.

SDR

Special Draw Rights in the International Monetary Fund (IMF) is a composite unit of currency that is the official unit of exchange of the International Monetary Fund. Information about the current rate of a Special Drawing Right in one of the Scandinavian currencies may be found in daily newspapers or at bank offices.

Tariff

The published fare, charges and/or Conditions of Carriage belonging to the airline company that have been registered with the authorities in the countries where this is necessary.

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Ticket

A valid travel document, baggage receipt and contract, issued by the airline or on behalf of the airline, and where it has been used electronic tickets, the documents, delivered to the passenger before boarding or after booking confirmation.

Voluntary disembarkment

Disembarking during a journey, requested by a passenger, during a transfer stop between origin and final destination, accepted by the airline company in advanced.

Article 2. Applicability 2.1 General

Conditions of Carriage apply only for flights operated by the airline and referred to in tickets, itineraries, and electronic ticketing. Apart from article 2.3 the Conditions of Carriage apply to all passengers and baggage transport performed by the airline, as well as, other services delivered by the airline, paid or otherwise. The Conditions of Carriage supplement the airline's rules and regulations as presented in tickets, itineraries, and electronic ticketing.

2.2 Overriding law

These Conditions of Carriage are applicable unless they are inconsistent with applicable rules, regulations, or laws. If any provision of these Conditions of Carriage is invalid under any applicable rules, regulations, or laws, the other provisions shall nevertheless remain valid.

2.3 Conditions prevail over regulations

In the event of inconsistency between these Conditions of Carriage and any other regulations the airline may have within a subject matter, these Conditions of Carriage shall prevail.

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2.4 DAT main office

Danish Air Transport A/S
Kolding Airport Vamdrup, Lufthavnsvej 4
P.O. Box 80
6580 Vamdrup, Denmark
See www.dat.dk for contact information

Opening hours for DAT Scheduled Services

See current opening hours on www.dat.dk

Article 3. Tickets 3.1 General provisions

- a) The ticket constitutes conclusive evidence of the contract of carriage between the airline and the passenger named on the ticket.
- b) Carriage is only to be accepted by the person issued a ticket. The airline will only provide carriage to the person named in the ticket. The passenger may be required to produce appropriate and valid identification.

All passengers must identify themselves with appropriate and valid identification at check-in and embarkation. A reservation is personal and cannot be assigned to others. The airline retains the right to refuse carriage to passengers that cannot produce appropriate and valid identification. As a passenger you must always ensure that you bring the proper documents required for travel to your country of destination. This can be, for example, a passport, bank or credit card with picture identification, driver's license, national service documentation, or travel visa. Parents or guardians of children traveling alone must show identification.

Passengers traveling with children under the age of 2 years of age shall upon request show the child's birth certificate. If the passenger cannot show proof of identification of the name shown on the ticket the airline can refuse carriage. In these instances all claims of compensation will be void.

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c) If the passenger has lost or forgotten their booking-documentation one can contact checkin personnel at the airport or DAT Scheduled Services via phone.

A printed reservation is not mandatory for check-in. It is important that the passenger has taken note of the reservation number. In all cases the reservation must be valid for the specific departure for carriage.

3.2 Period of validity

A ticket is only valid as long as it is confirmed according by the airline's terms described in Article 6.1.a.

Article 4. Voluntary disembarkation

The airline can authorize passenger disembarkation during transfer stops; if local authorities and/or the airline's general terms allow.

Article 5. Fares, taxes, fees, and charges 5.1 General

Fares apply only for carriage between origin airport and destination airport, unless otherwise expressly stated. Fares do not include ground transport between airports or between airports and ground terminals. The fare is determined according to the fare available at the time the reservation is made for the journey on a specific date and time. Changes made to the itinerary may be subject to fare changes.

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5.2 Valid fares

A valid fare is a fare that is available at the time the reservation is made. The fares may vary depending on the number of seats available for each category of fares, and the airline company gives no guarantee that there will be available fares within each category.

Group travel

A group is defined as a party of 10 or more travelling together. Group fares are provided upon request and by completing the online request form at www.dat.dk

5.3 Taxes, fees, and charges

Existing taxes and charges imposed by public authorities and/or airport authorities must be paid by the passenger. When the passenger makes a reservation he/she will be informed about these taxes, fees, and charges that are not included in the ticket's base fare. Taxes, fees, and charges imposed on carriage may change before travel and can therefore be imposed after the ticket has been sold and issued. In such instances the passenger must pay for fare difference increase from the date the reservation was purchased and the date of travel. If these taxes, fees, or charges are removed or reduced so that it no longer applies to the passenger on the date of travel, the passenger has right for refund if the airline company is contacted.

On Scandinavian routes an administration fee of DKK 95,00 per flight is charged for processing a refund. If the total amount to be refunded is less than the total administration fee then no refund will be made.

5.4 Currency

Ticket fares and taxes must be paid in the currency the airline company makes available at the time of reservation.

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6.1 Reservation terms

The passenger acknowledges that all personal information received by the airline is given for the purpose of purchasing tickets. In addition, for arranging special arrangements and facilities for handicapped people or other special requests. According to these conditions the passenger gives the airline the right to store and use this information and send it to the airline's own offices, authorized agents, relevant authorities, and other companies or offices that carry out services mentioned above. The passenger's personal information will not be used for marketing purposes, unless this has been expressly approved by the passenger.

- a) Tickets will be confirmed, or are to be considered, only when payment has been received. If no payment has been made for the tickets within the time limit given by the airline or its authorized agents, the airline may cancel the reservation.
- b) The airline's ticket fares are based on rules which state whether the reservation can be changed or cancelled. Ticket fares and terms are applicable from the time the reservation is made, and limits or fees for changing/cancelling a ticket will be informed to the passenger at this point.

6.2 Seating

The airline does not assign a specific seat in the aircraft.

6.3 Reservation cancellation

All tickets which are not used for carriage, become invalid and are non-refundable. Taxes, fees, and charges will be refunded upon request. Tickets sold as full flex, if the airline's rule at the time of reservation allows, provide the opportunity to change the ticket to another flight or get a full refund within **3 months** after scheduled flight.

Article 7. Check-in and boarding

7.1

Final deadline for check-in may vary from airport to airport. It is your responsibility to allow ample time required to stand in line for check-in and security control. The airline recommends that passengers orientate themselves regarding check-in deadlines and complies accordingly. The airline has the right to cancel the reservation if the passenger does not fulfill deadlines for checkin. Deadlines for check-in can be found on the airline's website, or by contacting the airline or its authorized agents. Passengers that do not fulfill check-in deadlines risk missing their departure.

Restricted (not flexible) tickets will not be refunded.

If you have special requests, such as unaccompanied minors, require wheelchair access, or other special requests or needs, you are required to check-in no later than two hours before the scheduled departure time. This also applies should the passenger have special baggage.

7.2.1 Connecting flights

DAT is a so-called point-to-point airline. This means that reservations made in DAT's ticketing system do not provide for connecting flights, and you will not be checked-in to other destinations other than stated in the reservation with DAT. With connecting flights, it is recommended that you ensure sufficient time to collect your checked baggage and check in again. Tickets booked with SAS, Finnair, and Emirates, where DAT is a carrier on a portion of the reservation, you can check in to your final destination and DAT is responsible for connecting flights and baggage. This requires that all DAT rules are fulfilled. See more on www.dat.dk.

7.2.2 Online check-in

It is possible to check-in online via DAT's website. You can print your boarding card at home and if you only travel with hand luggage you can go directly to the gate at the departure hall.

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7.3 Identification documentation

All passengers must present valid picture identification at check-in and embarkation. A reservation is personal and cannot be transferred to another individual. DAT reserves the right to refuse passengers that cannot show valid identification. As a passenger you must always bring documentation that is required for the countries in which you travel. This includes, for example passport and travel visa. A parent or guardian to children that travel alone must present identification.

7.4

If the passenger does not present themselves at the airline's departure desk (i.e. the gate) within the deadlines stipulated by the airline the passenger's ticket will be cancelled. The flight will under no circumstances be delayed and the passenger will be denied embarkation. The airline is not responsible for the passenger's eventual loss or expenses resulting from not adhering to the terms stipulated in this article.

Article 8. Denied or limited transportation 8.1 The right to deny transportation

The airline company may, in judgement, deny transportation of passengers or baggage if the airline company has given the passenger written information that the airline company, will not accept transportation of the passenger on its flights. If that is the case, the passenger will be given a refund. The airline company may also deny transportation of the passenger or baggage if one or more of the following conditions has occurred, or the airline company has reasons to believe they might occur:

- a) These actions are necessary to adhere to laws, instructions and other terms stipulated by public authorities.
- b) Transportation of the passenger or baggage that could compromise other passengers and/or crew safety and health.

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- c) Transportation of the passenger or baggage could be inconvenience to other passengers and/or crew.
- d) The passenger's behavior, age, mental or physical health, including the influence of alcohol or narcotic substances, that may cause danger or risk to the passenger or other passengers, crew or aircraft, or requests for special assistance the airline company is unable to provide.
- e) The passenger's behavior on previous flights and the airline company has reasons to believe that such behavior may occur again.
- f) The passenger has refused to comply with airport security regulations.
- g) The passenger has not made payment for valid ticket fares and taxes.
- h) The passenger is not holding a valid travel document, and the passenger's purpose is to destroy these during flight or refuse to deliver the travel documents upon crew request.
- i) The passenger presents a ticket or reservation obtained illegally or has been purchased from another airline company or its authorized agents, or is reported lost or stolen, is a forgery, or the passenger is unable to prove that his/her's identity matches the name on the ticket or reservation.
- j) The passenger refuses to comply with the airline company's safety instructions.
- k) The passenger has on any former occasion refused to comply with any of the actions mentioned above.

In cases mentioned above, a written warning will not be necessary, and the airline company will cancel the reservation without any responsibility for refunding the ticket or any other expenses.

8.2 Special requests and needs

There can be special requests or needs, such as passengers requiring a wheelchair, children traveling alone, and passengers who wish to bring a pet, or a need for general assistance. All special requests and needs must be requested, and this must take place no later than 48 hours before departure. Note that there is a fee for carriage of a pet.

8.2.1 Reservation of special requests and needs

If you are going to travel with DAT and have the need for wheelchair assistance, to bring a pet, or need general assistance complete your reservation online and afterwards contact DAT. As long as there is capacity related to our operational limitations we will confirm your request. It is a condition that such requests are made immediately after the reservation is completed. Should your request not be confirmed there will be an opportunity to have your reservation cancelled and refunded in full.

8.2.2 Electrical wheelchairs

We accept electrical wheelchairs provided that they have a dry cell battery that is approved for air transport. Please contact DAT for more information.

8.2.3 Pregnancy

The following rules are applicable for pregnant passengers traveling with DAT:

1st to 34th week of pregnancy: No restrictions

35th to 37th week of pregnancy: Accepted provided that a doctor's note is provided stating that the passengers is fit for travel.

38th week of pregnancy and later: Travel not allowed with DAT.

For additional questions please contact DAT.

8.2.4. Infant

Infants can only travel with an adult and it is only allowed to bring one infant per adult. Infants (children under the age of 2) are to sit on the lap of the adult. The infant will not be assigned a seat of its own. The adult will receive a special extension belt for infants. The seatbelt is to be fastened

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when advised. On DAT flights is not allowed for the infant to use an infant car seat during take-off and landing. DAT will allow a maximum of 3 infants per departure.

8.2.5. Children and children traveling alone (UM)

A UM (Unaccompanied Minor) is a child between the age of 5 and 11 that is traveling without the accompaniment of an adult (person at least 16 years of age). DAT applies the following rules for children and children traveling alone:

Under five years of age

Cannot travel alone. Must travel together with a person who has reached his 16th birthday. This results in one child ticket and one adult ticket.

From the age of five and until their 12th birthday

Can travel unaccompanied – there will be personnel that will care for the child from check-in until the child is collected by an agreed-upon adult at the destination. On all DAT routes there is a fixed individual UM-price.

For ticket reservations for unaccompanied minors where care is desired or required please contact DAT. These tickets cannot be reserved online and are subject to availability due to a limited number of UM accepted per departure.

Please note that children travelling as unaccompanied minors are to check in no later than 1 hour prior to scheduled departure. At check in you are to fill out a form about the child with contact details for the child, the person sending and the person picking up the child upon arrival. The child will carry a copy of the completed form during the entire travel period. See more on www.dat.dk

Children more than 12 years of age

May travel alone but must pay the applicable adult fare – youth fares are the most advantageous.

One can – if desired – reserve a UM ticket for children up to 15 years of age.

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Article 9. Baggage

9.1 Items not allowed as baggage:

a) The passenger cannot include the following items in their baggage: **1)**

Items that are not baggage according to the definitions found in Article 1.

2) Items that can expose the aircraft, persons or goods on board the aircraft to damage and/or danger, such as the items listed in the Dangerous Goods Regulations by International Civil Aviation Association (ICAO) or International Air Transport Association (IATA).

3) Items, whose transportation is forbidden according to laws, instructions and terms given by any state where transportation takes place from or through.

4) Items that, by opinion of the airline company, are not suitable for transport as they may compromise safety or are not suitable for transport due to heavy weight, size, form, fragility or perishability.

5) Live animals, except as described in Article 9.10

b) Firearms and ammunition, including sporting and hunting rifles, are prohibited in the cabin. Generally, no kind of weapon other than sporting- and hunting rifles and ammunition are accepted as checked-in baggage. The weapons must be secured and unloaded, securely packed, and the trigger mechanism must be detached and packed separately. Transport of ammunition is subject to ICAO's and IATA's Dangerous Goods Regulations.

c) The passenger may not place fragile, perishable or valuable items, such as laptop, jewelry and precious stones, money, safety documents, document files and briefcases with an installed alarm, medicine, medical journals or identification documents in check-in baggage.

d) It is forbidden to bring replicas of firearms, daggers, knives and other offensive-looking items as hand baggage, but these items will be accepted as checked-in baggage

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- e) If items mentioned in article 9 are included in the passenger's baggage, even if the item is forbidden, the airline company is not responsible for loss or damage of these items
- f) Special luggage including and not limited to sports equipment, strollers, baby carriages, car seats, aid equipments and weapons must be transported in a hardshell / airshell / hard case. Damage to contents of luggage (with no damage to the hard case itself), is not covered by the airline.

9.2 The right to deny transportation

- a) The airline company will deny transportation of any item described in article 9.1, and the airline company may also deny transportation of such items if this is discovered during the journey.
- b) The airline company will deny transport of baggage, any items whose size, form, weight, contents or other characteristics that make the item unsuitable for transportation on an aircraft.
- c) The airline company will not accept baggage for transportation that has not been properly packed in a suitable packaging/container, so that the airline company can guarantee that the item will reach its destination undamaged.

9.3 The right to perform safety control

The airline company may request a security inspection of the passenger's baggage due to safety reasons or request the airport authority to perform a body search. If the passenger is unable to be present during the safety inspection of the baggage the airline company may perform the security inspection of the baggage to make sure that the passenger is not carrying items described in article 9.1.

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9.4 If the passenger denies the security inspection request the airline may deny carriage of the passenger and baggage.

9.5 Checked-in baggage

- a) When the baggage is being delivered to the airline company for check-in, the airline company will take care of your baggage and issue a baggage tag for each piece. The passenger is responsible to make sure that receives the correct amount of baggage receipts.
- b) The passenger is obliged to attach a tag that contains at least name and address, inside and outside
- c) Checked-in baggage will be transported on the same flight as the passenger.

9.6 Baggage allowance

The passenger can bring baggage according to the airline's terms and conditions. These terms can be found on the airline company's website, by contacting the airline company or by one of its authorized agents.

9.7 Oversized baggage and overweight

The passenger must pay extra charges if the baggage weight exceeds the allowed baggage terms. An overview of these charges can be found on the airline company's website, by contacting the airline company or by one of its authorized agents.

9.8 Hand baggage

- a) Baggage brought on board as hand baggage, must be of such a size and/or weight that it can be placed in one of the cabin's overhead compartments, or under the seat in front of the passenger. Items the airline company finds to be oversized and/or overweight will not be accepted in the cabin and must be sent as checked-in baggage.

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b) Items that are unsuitable to be transported in the aircraft's cargo holds (such as fragile musical instruments) will only be accepted in the cabin if the airline company has been notified in advance and given approval for transport. Extra charges apply for transportation of such items.

9.9 Pickup and delivery of checked-in baggage

a) The passenger must pick up his/her own baggage as soon as it possible at the destination or transfer airport.

If the passenger is unable to pick up his/her baggage within a reasonable time the airline company may apply storage fees. If the passenger's baggage is not collected within 3 months after arrival the baggage will be removed without any responsibility to the passenger.

b) Only the person who can show a valid baggage receipt has the right to claim checked-in baggage

c) If the person who wants to claim the checked-in baggage is unable to show a valid baggage receipt or is unable to identify the baggage with a baggage tag, the airline company will only deliver the baggage if the person can in some way prove that he/she is the rightful owner of the baggage.

9.10 Animals

a) The airline company accepts live animals (i.e. cats and dogs) for transportation in the aircraft's cargo holds according to existing terms.

b) The animal (dog or cat) must be placed in an IATA-approved travel box or bag. This box must be waterproof and the bottom of the box or bag must be covered by a water-absorbent mat of the same size as the box or bag. For transport of animals in the cabin the travel box or bag may have a maximum weight of 8 kg including the animal. Valid health and vaccination certificates, import permits and any other relevant documents

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required by the country of entry or transit country must be available for inspection.

Animals will only be accepted if the airline has been notified in advance.

- c) If the animal, including box and food, is accepted as baggage, it is not to be included in the passenger's baggage allowance. Additional overweight charges apply for any transportation of animals.
- d) Guide dogs in the company of hearing-impaired passengers or passengers with poor eyesight, including their kennel and food, will be accepted for transport without additional charge in addition to the passenger's baggage allowance if the airline company has been notified in advance.
- e) The passenger is fully responsible for any damage, loss, illness or death of animals accepted for transport unless the airline company has behaved negligently. The airline company is neither responsible for any fines/charges, expenses or loss incurred in the event that animals are refused entry to a particular country. These expenses are the responsibility of the passenger.
- f) If it is evaluated that the animal is a disturbance to other passengers the airline can deny carriage of the animal and the passenger.
- g) If there are personnel or passengers on board the desired departure that are allergic to the transported animal, the accompanying passenger and animal will be asked to disembark and will be rebooked to the next available flight with no fees applied.

Article 10. Timetable and cancellations Timetable

10.1 The airline company will do its best to transport both passengers and baggage in the most suitable way. The airline company will also do its best to follow the published timetable valid for the day of travel.

Flights in the airline company's published timetables are not guaranteed and changes can be made between the date the timetable is published and the passenger's date of travel. The

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airline reserves the right to change the time of departure up until the scheduled time of departure and cannot be held responsible for delays caused by unusual circumstances.

10.2 Irregularities

On-time performance will always be a high priority for DAT, and we are focused on operating our aircraft as planned. Despite this, irregularities can occur. The following websites provide information regarding passenger rights related to irregularities:

www.flypassasjer.no www.flypassager.dk

www.trafikstyrelsen.dk

www.forbrukerportalen.no

www.forbrug.dk

Additionally, we refer to the current EU law, 261/2004. In each country that has ratified the law there is a designated entity to ensure enforcement:

<http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=celex%3A32004R0261>

Representation by proxy

A passenger can make use of a proxy and be represented by an attorney.

Article 11. Refunds 11.1 General

If the airline company is unable to transport the passenger, a refund will be made by the airline company according to this article and its rules. All requests for refunds must be sent to DAT. A ticket can only be refunded if it is a confirmed reservation and the passenger has a ticket that is in accordance with the airline's rules and conditions at the date of purchase and is applicable for a refund.

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11.2 Recipient of refund

- a) If nothing else has been defined the airline company will make a refund either to the person whose name appears on the ticket or to the person who has paid for the ticket, if satisfactory proof of such payment is presented.
- b) If a ticket has been paid by others than the person whose name appears on the ticket, the airline company will only refund the ticket to the person who paid for the ticket, or according to authorization from this person.

11.3 Refunds due to cancelled flights

If the airline company cancels a flight or is unable to offer an earlier confirmed seat, the refunded amount will be as follows:

- a) If no parts of the ticket have been used, an amount according to the ticket's fare
- b) If parts of the ticket have been used, the refund shall not be smaller than the difference between the ticket's total fare and the fare for the part of the ticket that have already been used.

11.4 Voluntary refunds

If you are entitled to a refund for reasons other than described in article 11.3, the refunded amount will be as follows:

- a) If no parts of the ticket have been used the refunded amount will be according to the ticket's total fare, excluding administration taxes and cancellation charges.
- b) If parts of the ticket have been used the refunded amount will be according to the difference between the ticket's total fare and the fare for the part of the ticket that has been already used, excluding administration taxes and cancellation charges.

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11.5 Refund of taxes/charges of cancelled tickets

Low fare/non-flexible tickets are non-refundable. However, government taxes and charges on unused tickets will be refunded if an enquiry is sent to DAT.

11.6 The right to refuse refund

If the ticket's expiration date has passed the airline company may refuse refund, with exception of government taxes and charges.

11.7 Currency

The airline company has the right to refund the ticket in the same way and in the same currency that was used on the date of purchase.

11.8 Authorized to make refunds

Only the airline company and its authorized agents are authorized to make a refund.

Article 12: Onboard behavior 12.1 General

Should a passenger behave in such a manner onboard the aircraft that the individual endangers the safety of others onboard, or is suspected of wanting to damage the aircraft or its inventory, or the passenger hinders the flight crew in performing their duties, or disregards instructions from the crew including, but not limited to, smoking (e-cigarettes), consumption of alcohol or narcotics, or behavior in such a manner that it is disturbing for other passengers and/or crew, the airline can take the necessary decisions it deems necessary to limit the continuation of such behavior. This includes the use of force. The passenger can be excluded from the aircraft, denied onward carriage in any aircraft from any airport, and can be reported to the authorities for penal repercussions for such behavior. Likewise, the passenger will be held financially responsible.

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12.2 Use of electrical equipment onboard

It is not permitted for passengers to use electronic equipment during the flight that has a radio transmitter or receiver. Such equipment includes, but not limited to, radio-controlled toys, walkie talkies, mobile phones, satellite phones, computers with the capacity to connect to a mobile network, WLAN (WiFi). If the equipment has the possibility to deactivate the send/receive function, called "Flight Mode" or "Flight Safety Mode" then the equipment may be used when such a function is activated.

The use of electronic equipment that does not have a transmitter or receiver can be used throughout the flight. This equipment includes, but is not limited to, calculators, cameras, video cameras, electronic games and toys.

There is an exception when all electronic equipment must be turned off. This is applicable during operations with low visibility during takeoff and landing. The passengers will be informed if this situation arises and when the equipment can be turned on again.

Medical equipment that is required for passengers to maintain their physiological functions are allowed during the entire flight and they do not have to be turned off during low visibility operations. Such equipment includes, but is not limited to, hearing aids and pace makers.

Article 13. Agreements for other services

Should the airline, during the carriage contract, offer extra services delivered by a third-party, the airline is not responsible for these services.

Article 14. Administrative formality 14.1 General

The passenger is responsible for presenting necessary travel documentation, including travel visa, and to follow all laws, instructions and other authority rules connected to the journey made

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in the countries the passenger travels from, to or in transit. The airline company is not responsible for consequences the passenger may experience for not being able to present necessary documentation, travel visa, or for not following given instructions or laws.

14.2 Travel documents

The passenger shall before transportation present all travel, health, and other documents according to laws, instructions and terms stipulated by public authorities in the applicable countries and allow the airline company to keep copies of these documents. The airline company has the right to refuse transportation if the passenger is unable to follow these terms, or if the travel documents do not appear to be in order.

14.3 Denied entry

If the passenger is denied entry into a country the passenger is responsible for any taxes or fees applied to the airline company by the existing authority. The passenger is also responsible to pay for transportation out of the country. The ticket for denied entry or deportation will not be refunded by the airline company.

14.4 The passenger's responsibility for fines and fees

If the airline company is fined or incurs extra fees due to a passenger's refusal to adhere to laws, instructions, or other terms connected to his/her journey in the current countries or refuse to present necessary documentation, the passenger must refund to the airline company any taxes and fees inflicted upon the airline company on request.

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14.5 Customs

If requested, the passenger must be present when his/her baggage is being inspected by customs or other authorities. The airline company is not responsible for any loss or damage done by the inspection or if the passenger refuses to follow this request.

14.6 Airport security

The passenger must follow the rules for airport security carried out by personnel, airport staff, the airline company and other airline companies.

Article 15. Responsibility for damage 15.1 General

The airline company's terms of responsibility are as follows:

15.1.1 Responsibility for any damage can only be forwarded to the airline company that operates the flight. In cases where the airline company is specified in the ticket as the contracting company, but a different company has performed the flight, the passenger is able to choose what airline company shall be deemed responsible.

15.1.2 The airline company's responsibility will, in accordance with existing terms, be reduced if the passenger through his/her own fault caused or contributed to the damage.

15.1.3 The airline company is not responsible for any damage incurred as a result of the airline company adhering to existing laws, instructions, and terms stipulated by public authorities, or if the passenger refuses to follow these laws, instructions, or terms.

15.1.4 The airline company's responsibility is limited to documented economic loss and applies under no circumstances to indirect or consequential economic loss.

15.1.5 If the passenger's high age and physical health is in such a condition that it could cause a danger and/or risk for the passenger during the journey, the airline company is not responsible for the passenger's illness, injury, disability or death, if this kind of illness, injury, disability or death can be linked to this condition. The airline company is also not responsible if the

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passenger's condition is aggravated on board. If the airline company is financially impacted due to necessary extra stop caused by these conditions in order to bring the passenger to a hospital, the airline company has the right to request a refund from the passenger for expenses inflicted due to these conditions.

15.1.6 The limitations that apply for the airline company's responsibility is also applied to the airline company's authorized agents, staff and the airline company's representative. The total amount that can be demanded from the airline company and their authorized agents, staff or representatives shall not exceed the airline company's limit of liability cover, if the airline company has this kind of responsibility.

15.2 Responsibility for damaged baggage

15.2.1 The airline company takes no responsibility for any damage done to hand baggage, unless the damage is caused by carelessness on behalf of the airline company.

15.2.2 The airline company's responsibility for damage or loss of baggage or contents hereof, apply only to checked baggage. The responsibility will follow the national and international conventions and rules, limiting us to a maximum of 1000 SDR per passenger.

15.2.3 The airline company is not responsible for any damage the passenger's baggage causes to other persons or other person's property, including the airline company's property. All passengers are personally liable for any damage inflicted to another person or another person's property, including the airline company's property, due to the passenger's baggage, and must meet the demand for expenses inflicted to the airline company due to this.

15.2.4 The airline is not responsible for any damage to items that are not allowed as checked in baggage, in accordance with article 9.1. This includes fragile, perishable, or valuable items, such as laptops, jewelry and valuable stones, money, safety documents, document files and

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briefcases with installed alarm, medicine and medical certificate or identification papers, whether or not the baggage has been checked in or brought onboard as hang baggage.

15.2.5 The airline company has under no circumstances responsibility or liability for cosmetic and/or superficial damage inflicted to baggage during the journey caused by normal wear and tear.

15.3 Responsibility for personal injury and death

15.3.1 The airline is responsible for personal injury and death according to conventions and national laws if the personal injury or death takes place on a flight operated by the airline company.

15.3.2 The following terms apply for all transportation with the airline company, independently if the transport is placed under national or international laws.

15.3.3 If a passenger gets killed, injured or in any way harmed, the airline is responsible provided the incident that caused this, occurred onboard the aircraft, or in connection with embarking or disembarking.

15.3.4 Without consideration to terms in 15.3.3 the airline company can completely or partially exempt from compensation responsibility with existing terms if the airline company can prove that the injured or deceased person by carelessness has caused or contributed to the damage.

15.3.5 If an accident should occur the airline company will immediately, and not under any circumstances later than 15 days after the identity of the person who has right to compensation, have been determined, refund advance payments for covering immediate needs, and is according to extent of the damage. This advance payment should be no less than 16.000 SDR in EUR per passenger, in case of death.

15.3.6 Refund of advance payments as described in 15.3.5:

- a) Is not synonymous with acknowledgement of responsibility
- b) Can be subtracted from any amount that later has been refunded due to the airline company's responsibility
- c) Must be repaid only in cases mentioned in 15.3.4, or if on a later occasion is proven that the person who received the advance payment, by carelessness has caused or contributed to the damage, or was not the rightful person to receive the advance payment.

15.3.7 The airline company is not responsible for compensation that exceeds 100.000 SDR per passenger if it can be proven that the airline company and its staff have taken all measures necessary to avoid the damage or where it is impossible for the airline company and its staff to perform these measures.

15.3.8 The airline company confirms they have insurance that covers at least 100.000 SDR per passenger and no less than the minimum amount stipulated in existing law, conventions and agreements.

15.4 Responsibility for delays and cancellations

15.4.1 The airline company is only responsible for any loss caused by delayed flights provided that the airline company and its staff have taken all necessary measures to prevent the loss. Unless anything else is described by unalterable conventions or laws.

15.4.2 Representation by proxy

Passengers can pass permission for an attorney to make the claim on their behalf.

15.4.3 According to EU regulation 261/2004 it is possible for the airline at any time to introduce a fee included in the ticket netfare to cover claims.

15.4.4 Eventual claims against the airline do not carry interest in accordance with the ruling in

Danish interest law (Rentelovens § 1, stk. 3., 1.).

This article does not apply to the provisions of Article 16.

Article 16. Complaints and requests for compensation pursuant to EU Regulation 261/2004

16.1.1 This Article applies to claims for compensation under [Regulation EU 261/2004](#).

16.1.2 In case of flight irregularity referred in Regulation EU 261/2004 passengers must submit claims directly to DAT A/S and allow DAT A/S 14 bank days to respond before engaging third parties to claim on their behalf.

16.1.3 To submit claim, passengers must fill out compensation claim form available in 3 languages [English](#) / [Danish](#) / [Italian](#)

16.1.4 If DAT A/S fails to respond within 14 bank days or passengers do not agree with DAT A/S's response, passengers may engage third parties for further resolution of the claim or involve national aviation authorities where their claim can be resolved free of charge:

Italian claims - https://moduliweb.enac.gov.it/applicazioni/cartadiritti_English/modulo_261.asp

Danish claims - <https://klage.flypassager.dk/>

16.1.5 Term respond mentioned in **16.1.4** is considered as one of the following:

- Request for additional documentation or clarification from the passenger,
- Update on the state of claim including deadline for next update and the reason for the claim resolution extension. Claim resolution can be extended to maximum of 40 bank days.
- Rejection of the claim,
- Approval of the claim.

16.1.6 If passenger is not satisfied with resolution of the claim via the initial phase after final statement from airline, DAT will only review claims sent by third parties if claims include:

- flight details (flight number and date),
- signed Power of Attorney form,
- booking reference of the flight, e-ticket number or itinerary,

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16.1.7 Articles **16.1.2** and **16.1.3** above will not apply to passengers who do not have the capacity to submit claims themselves. Legal guardian of a passenger who lacks capacity may submit claim to DAT A/S on their behalf. DAT A/S may request evidence that the legal guardian has the authority to submit claim on the passengers' behalf.

16.1.8 Passengers may submit claims to DAT A/S on behalf of other passengers traveling together. DAT A/S may request signed Power of Attorney form to verify the consent of passengers to claim on behalf of them.

16.1.9 The time limit for compensation claim under EU Regulation 261/2004 is 3 years from the departure date.

<https://www.legaldesk.dk/artikler/foraeldelsesloven>

Article 17. Dismissal

If the passenger refuses to follow the conditions written in the General Conditions of Carriage or in the airline company's instructions, the contract with the passenger will be terminated with immediate effect. If possible, a written notice will be given, and the payment(s) will be suspended.

Article 18. Authorization

No agent, co-worker or representative for the airline company is authorized to change, modify or abandon demands given through these terms.

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