General Terms and Conditions of Carriage

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Effective as of April 1, 2025

Preamble

These terms and conditions have been adopted by CHALAIR AVIATION, a simplified joint-stock company with a single shareholder, registered with the Caen Trade and Companies Register under number 447 825 100, with its registered office located at Caen-Carpiquet Airport, 14650 CARPIQUET.

Effective April 1, 2025, these terms and conditions govern air transportation provided by Chalair Aviation, as defined in Articles L6400-1 et seq. of the French Transport Code.

They are available at any time on the website “chalair.fr” or “chalair.eu” or attached to your ticket upon request. In all circumstances, they are made available at the airports we serve by Chalair Aviation or our representatives.

Article 1 Definitions

For the purposes of these terms and conditions, the following definitions apply:

“**The** Carrier” refers to CHALAIR AVIATION, a simplified joint-stock company, registered with the Caen Trade and Companies Register under number 447 825 100, with its registered office located at Caen-Carpiquet Airport, 14650 CARPIQUET.

“Passenger” or “You” means any person, other than crew members, holding a ticket, who is or will be transported on a flight bearing the Carrier’s flight code: CE.

“Charter” means a flight for which a natural or legal person has entered into a specific contract of carriage with one or more passengers and subsequently entrusts the Carrier with the responsibility of performing all or part of the air transportation.

“**Authorized** Agent” means a natural or legal person authorized by the Carrier to sell tickets to passengers on a flight operated on a regular basis according to a defined flight schedule.

“Baggage” means both Checked Baggage and Carry-on Baggage.

“Carry-on Baggage” means all baggage other than Checked Baggage.

“Checked Baggage” means baggage that the Carrier accepts and for which the Carrier has issued a Baggage Tag or “TAG.”

“Ticket” means the non-transferable, named contract of carriage for a Passenger, either in the form of an “individual or group ticket”—which may include a baggage tag or TAG for checked Baggage—or in an equivalent non-physical form, including electronic, issued or authorized by the Carrier or an accredited agent. It includes flight coupons and is issued by the Carrier or an accredited agent.

“**Boarding** Pass” means the document granting a Passenger access to board an aircraft operating a flight. This document is issued by the Carrier or our representatives at an airport.

“Designation Code” refers to either the two-letter code “CE” or the three-letter code “CLG”.

“**Cond**itions” means these General Conditions of Carriage.

"Fare Rules" means the provisions and conditions applicable to a fare, as determined by the Carrier.

"**Convention"** means, as the context requires:

a the Convention for the Unification of Certain Rules Relating to International Carriage by Air, concluded in Warsaw on October 12, 1929 (hereinafter referred to as the Warsaw Convention),
b the Warsaw Convention as amended by the Hague Protocol of September 28, 1955,
c the Supplementary Convention to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other Than the Contracting Carrier, Guadalajara (1961),
d the Convention for the Unification of Certain Rules Relating to International Carriage by Air, concluded in Montreal on May 28, 1999 (Montreal Convention),
e the Warsaw Convention, as amended by Protocols 1, 2, and 4 (1975) of Montreal.

"Coupon" refers to an electronic coupon that lists the name of the Passenger and specifies the flight segment(s) on the ticket in sequential order. This means that the Passenger must travel in the order indicated on the ticket.

"Disembarkation" is the process of releasing a Passenger from flight-related restrictions. It begins as soon as an aircraft door opens and ends as soon as you are physically outside the aircraft.

"Damage" refers to any damage resulting from or arising out of the carriage performed by the Carrier or other related services occurring in the course of the air transport service, including, in particular, death, injury, or bodily harm caused to a Passenger, as well as the total or partial loss, theft, any other damage, or delay of their baggage.

"**SDR**" refers to the Special Drawing Right as defined by the International Monetary Fund.

"Boarding" is the process of allowing a Passenger to board the aircraft. It begins when you are listed on the manifest of passengers actually on board and ends when you exit the aircraft door.

"Baggage Tag" or "TAG" refers to the document issued by the Carrier solely for the purpose of identifying checked baggage.

"**Force** Majeure" refers to extraordinary and unforeseeable circumstances beyond the control of the party invoking it and which could not have been avoided despite all due diligence.

"**Check-in** Deadline" or "CD" refers to the deadline set by the Carrier by which the Passenger must be in possession of their boarding pass and, if applicable, have checked their baggage at a baggage check-in counter approved by the Carrier or its representatives at an airport. It is also the deadline by which the Passenger must pay any fees for checked baggage and, if applicable, excess baggage fees.

"IATA" or "International Air Transport Association" refers to the Association of International Air Transport, founded in April 1945 in Montreal, whose mission is to encourage the development of safe, regular, and economical air transport, promote air trade, and study related issues.

"**Itinerary**," **"trip**," or "flight" refers to any air transportation service between boarding at an airport and disembarking at an airport other than the airport of departure, performed on a specific date and time, under the Carrier's designator code followed by a flight number.

"Days" refers to calendar days, including all seven days of the week. In the case of a notification, the day of dispatch is not counted.

"**Passenger with Reduced** Mobility" means any person whose mobility when using transportation is limited due to a physical disability, intellectual disability, age, or any other cause of disability, and whose situation requires that they receive appropriate attention and that all services provided to other passengers be adapted for them.

"Regulation on Passenger Rights " Regulation (EC) No. 261/2004 of the European Parliament and of the Council of February 11, 2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91.

"**Regulation on the Rights of Passengers with** Disabilities" Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of July 5, 2006, concerning the rights of disabled persons and persons with reduced mobility when traveling by air (Text with EEA relevance).

"**Confirmed** Reservation" means a reservation recorded in the Carrier's or Authorized Agent's reservation system that results in the issuance of a valid ticket establishing a Passenger's right to air transportation on a flight that is actually scheduled or operated.

"Fares" refers to the fare for a flight booked by the Passenger in a specific booking class for specific routes, flights, and, where applicable, dates.

"**Pre-Tax** Fare" or **"Tax-Excluded** Fare" refers to the fare charged to the Passenger, excluding taxes and issuance fees.

"**Private** Fares" are discounted fares not directly or indirectly available to the public. These may include, for example, special fares with terms and conditions specific to a particular company and its employees.

"Taxes" means the fees, taxes, and charges imposed by a government, an airport operator, or any other authority, as defined in Article 4 below.

"**European Union**": to the extent that Articles 10 and 18 of these Conditions of Carriage refer to the European Union, this also includes countries that are not part of the European Union but where Regulation (EC) No. 261/2004 is directly or indirectly in force based on agreements concluded between those countries and the European Union.

Article 2 Scope of Application

These Conditions apply exclusively to the air transport of passengers and their baggage on flights bearing the flight code defined in the **"Flight** Code" section of Article[1]of these Conditions, provided that at least one passenger has a confirmed reservation.

These Conditions are adopted in accordance with French law, European Union law, and any applicable convention. Consequently, in the event that any provision of these

conditions are contrary to positive law, these General Conditions of Carriage shall prevail, unless they are contrary to public policy.

In some cases, the Carrier has entered into commercial agreements with other airlines known as code-share or interline agreements. The applicable terms and conditions will be those of the operating air carrier as defined in Article 2(b) of the Regulation on Passenger Rights. The Passenger will be informed of the identity of the operating carrier at the time of booking or, at the latest, at check-in.

These terms and conditions do not apply to flights operated under a charter agreement.

These terms and conditions may be translated into English at the Passenger's request. However, in the event of a conflict of interpretation, only the French version shall prevail.

The invalidity of one or more provisions of these terms and conditions shall not affect the validity of the remaining provisions.

The French courts shall have jurisdiction over any dispute regarding these terms and conditions.

The Regulation on Passenger Rights does not apply to passengers traveling under private fares.

Article 3 Tickets

The ticket serves as proof of a confirmed reservation. It also contains the identities of the parties involved, including the Passenger and, where applicable, those of the other operating airlines and the passenger(s).

Transportation services are provided only to passengers named on the tickets who can prove their identity to the Carrier at any time by presenting an official travel document or identification.

Only the existence of a valid ticket allows for the issuance of a boarding pass in the name of the Passenger listed on the ticket.

A ticket is considered valid if the coupon that the Passenger wishes to use to obtain a boarding pass has not already been used, altered, refunded, or expired, and, where applicable, has been paid for in full and complies with the sequential order of use of the coupons listed on the ticket as defined in Section 11 of Article 1er . It is the Passenger's responsibility to ensure the validity of their ticket. However, if you have not followed the sequential order of the coupons, your ticket may remain valid subject to the provisions of paragraph k of Article 8.

Unless otherwise provided or agreed, a ticket is valid for carriage:

- one year from the date of issuance, or
- one year from the date of use of the first Coupon, if such date falls within one year of the date of issuance of the Ticket.

When the Ticket is no longer valid and the Passenger still wishes to board the flight, the Carrier must reissue the Ticket and require the Passenger to pay for a replacement ticket or a reissue or revalidation fee.

However, if the Passenger is prevented from traveling due to a force majeure event duly justified by him and his ticket is still valid at the time he presents himself, he may be permitted, at no additional cost, to extend the validity of his ticket, modify his travel itinerary, or change his flight dates. Modified or extended tickets will be subject to the fare conditions applicable to the original ticket.

The preceding paragraph applies only if the Passenger notifies the airline before the check-in deadline for the flight they intended to take and as soon as they become aware of the circumstances preventing them from traveling, provided that such circumstances do not result from negligence, an act, or an omission—even if unintentional—on their part or that of their companions.

Article 4 Fares, Fees, Taxes, and Charges

Unless otherwise specified, ticket fares cover exclusively transportation between boarding at the departure airport and disembarking at the destination airport. They do not include transportation: prior to boarding or after disembarking, transfers between airports, or transfers between terminals within airports.

The fares applied are those specified by the Carrier, in accordance with our fare conditions in effect at the time of booking or ticket purchase, for a given class of service. The Passenger is informed of the total ticket price, including the fare (taxes included) and issuance fees, at the time of booking.

Any change to the itinerary or travel date may affect the total cost of the ticket, which may exceed the initial price.

All fees, taxes, and charges imposed by a competent authority or an airport operator are paid by the Passenger at the time of ticket purchase and will be added to the ticket's pre-tax fare. When booking a ticket, the Passenger will be informed of such fees, taxes, and charges. These may be introduced or modified by a competent authority, the airport operator, or the Carrier after the ticket booking date. In such a case, the Passenger must pay the corresponding amount. Conversely, if fees, taxes, or charges are reduced or eliminated, the Passenger is entitled to request a refund of the corresponding amount.

If the Passenger cancels a flight for which they have a confirmed Reservation, the Passenger will be entitled to a refund of these taxes, airport fees, and other aforementioned charges, the payment of which is contingent upon the Passenger's actual boarding in accordance with applicable regulations.

The Carrier may charge you fees and charges in exchange for issuing the ticket. These fees are added to the fare (including tax) and are non-refundable. The Passenger is informed of the amount before finalizing their reservation.

Value-added tax applies only to domestic flights and does not apply to international flights.

The Carrier may cancel a reservation, even if confirmed, in the event of a display error or technical failure that would make or has made the price of the reservation manifestly incorrect or unreasonably low.

Currency of Payment: Fares excluding tax, taxes, issuance fees, and service charges are payable in the currency of the country where the ticket was purchased, unless another currency is specified by the Carrier or its Authorized Agent at the time of ticket purchase or earlier (for example, due to the lack of convertibility of the local currency).

Article 5 Special Assistance

The transportation, assistance, and protection of persons requiring special assistance or attention, including those with disabilities or reduced mobility, are governed by the provisions of the Regulation on the Rights of Passengers with Disabilities.

The Passenger must notify the Carrier of any disability or special need for assistance or supervision at the time of booking or, at the latest, forty-eight hours before departure. These needs also include medical conditions that could, even indirectly, pose a risk to your health and safety and that of the other occupants of the aircraft during the flight.

Failing that, the Passenger must notify the Carrier as soon as possible so that, depending on the time available and the specific nature of the assistance requested, the Carrier may take all possible measures to ensure such assistance.

The Carrier may, however, refuse the reservation pursuant to Article 4 of the Regulation on the Rights of Passengers with Disabilities when it is necessary to comply with safety requirements or if the characteristics of the aircraft and its equipment make boarding physically impossible.

If the Passenger has a medical history or a specific health condition, it is their responsibility to consult a doctor before boarding a flight, particularly a long-haul flight, and to take all necessary precautions to ensure the smooth operation of their flight.

Article 6 Check-in and Boarding

The Passenger must check in before the check-in deadline. This deadline is indicated on the ticket, at the check-in counters at the departure airports, and on the “chalair.fr” website.

Check-in results in the definitive assignment of a seat to the Passenger on the aircraft that will operate the flight. However, at any time, for operational reasons, a different seat may be assigned, even if the Passenger has reserved a specific seat.

It is the Passenger’s responsibility to report to the check-in counter before the Check-in Deadline (HLE) with the necessary travel documents to complete check-in or, if applicable, check in checked baggage. The requirement to meet the Check-in Deadline (HLE) applies to check-ins completed online by the Passenger or one of their authorized representatives.

It is also the Passenger’s responsibility to be present at the boarding gate before the time indicated on the boarding pass. The Carrier may cancel the Passenger’s Reservation if the Passenger has not reported to the boarding gate by the boarding time indicated to the Passenger, without any liability to the Passenger.

Failure to comply with the conditions set forth in this article shall result in the cancellation of the Passenger's ticket for the flight they were scheduled to take and, where applicable, of the other tickets on the same ticket that follow it.

Article 7 Refusal of Carriage

The Carrier may refuse to transport the Passenger and/or their baggage in cases where any of the following situations occur or are likely to occur:

a) The Passenger does not meet the necessary requirements, including administrative ones, to travel to the destination. It is the Passenger's responsibility to verify these requirements before traveling;

b) The carriage of the Passenger or their baggage could endanger safety, health, hygiene, or order on board the aircraft, particularly if the Passenger engages in intimidation, abusive or insulting behavior or language toward other passengers or crew members;

c) The Passenger's mental or physical condition, attitude, or behavior—including a condition caused by the consumption of alcohol or the use of drugs or medications—presents, or gives reason to believe that it presents, a risk to themselves, other passengers, cabin crew, or property;

d) The Passenger refuses or has refused in the past to comply with or respect safety and/or security requirements at the airport or on board a flight;

e) The Passenger has not paid in full all charges of any kind for which he or she is liable;

f) The ticket presented by the Passenger was obtained fraudulently or purchased from an entity or individual not authorized by Chalair, or has been reported as lost or stolen, or has been forged or counterfeited, or contains a Flight Coupon that has been damaged or altered by anyone other than the Carrier or its Authorized Agent;

g) The Passenger is unable to prove that he or she is the holder of the ticket or boarding pass;

h) The Passenger has previously been denied or prohibited from travel by the Carrier, another carrier, or an authority;

i) The Passenger has failed to comply with any of the provisions set forth in these terms and conditions.

j) The Carrier is unable to assign the Passenger a seat even though the Passenger has a confirmed reservation, and the Carrier is therefore obliged to deny boarding. In this case, you are entitled to compensation;

k) The Carrier requests that the Passenger pay a financial penalty for failing to follow the sequential order of the coupons on their ticket, and the Passenger refuses to make the payment;

l) A Passenger who is eligible for a fare reduction or a Fare subject to special conditions is unable to present the required documentation for the application of that specific Fare and refuses to pay the fare adjustment.

Article 8 Baggage

The Passenger may carry baggage within the weight and size allowance agreed upon at the time of booking or any allowance granted subsequently. If the allowance is exceeded, the Carrier may require the Passenger to pay a fee set by the Carrier.

The Passenger must disclose to the Carrier all items contained in his or her baggage that could be considered a threat or could be used by the Passenger or a third party to endanger the safety and security of persons and property, as well as the proper operation of air transport in general.

The Passenger agrees not to leave their Baggage unattended from the moment it is packed and not to accept items from another passenger or any other person. The Passenger agrees not to travel with Baggage entrusted to them by a third party.

The Carrier may refuse to transport in the hold any Baggage that has not been handed over by the Passenger to the Carrier before the Check-in Deadline under the defined conditions.

When the Passenger travels with baggage, he or she declares to the Carrier in good faith that:

- His Baggage contains only items that belong to him and that he has not left unattended since they were packed, thereby preventing the introduction of prohibited items by third parties;
- His Baggage does not contain any items prohibited under paragraph 6;
- That his Baggage and its contents together do not exceed a value of 1,288 SDRs.
- If the total value of his Baggage and its contents together exceeds 1,288 SDRs, the Passenger must submit a special declaration of interest to the Carrier no later than before entrusting his Baggage to the Carrier's care. He may then be required to pay additional fees in connection with this declaration.

The carriage of Baggage of a special shape or nature, or that differs from a suitcase, may result in the Carrier charging additional fees.

It is strictly prohibited to include the following in your Baggage without the Carrier's explicit authorization:

- Any explosive materials or objects;
- All firearms, weapons in general—including replicas or imitations—and sharp or bladed objects;
- All gaseous substances, such as pure gases or mixtures of one or more gases;
- Any flammable liquid or mixture of liquids;
- Any flammable solid or mixture of solids;

- All oxidizing and oxidizing agents, as well as organic peroxides;
- All toxic and infectious substances;
- All radioactive materials;
- All corrosive substances;
- All items prohibited by other provisions;
- All hazardous materials and miscellaneous objects, such as: substances that, if inhaled in the form of fine dust, may pose a health hazard; materials and objects that, in the event of a fire, may produce dioxins; substances that emit flammable vapors; objects containing lithium batteries; substances or materials hazardous to the environment; materials transported or presented for transport at high temperatures, as well as other materials or objects that pose a hazard during transport but are not listed.

Carry-on luggage, on the other hand, is allowed to contain:

- Liquids and aerosols in containers of 100 milliliters or less;
- Items containing lithium batteries;
- Other items accepted during security and safety checks;
- Substances and materials authorized for transport by a physician.

Right of Inspection: For safety and/or security reasons and/or at the request of the authorities, the Passenger may be asked to allow a search or inspection (such as an X-ray or other method) of their Baggage. If the Passenger is not available, their Baggage may be inspected or searched in their absence, in particular to verify whether it contains any items referred to in the preceding article. If the Passenger refuses to comply with such requests, the Carrier may refuse to transport them or their Baggage.

Passengers must never place in their checked baggage any items of significant sentimental or financial value, such as currency, precious stones or metals, identification documents, keys, electronic devices, and, more generally, any other items not listed that may be carried in carry-on baggage.

The same applies to fragile items or items for which there is a likelihood of damage occurring from the moment the Baggage is entrusted to the Carrier due to the shape, nature, or arrangement of the items contained within the Baggage.

Article 9 Animals

The Passenger may transport animals subject to the Carrier's prior and express acceptance;

The Carrier sets the rules regarding the weight and size of the animal as well as the specifications of its carrier;

The number of pets that may be transported is limited per flight and per passenger;

The pet and its carrier are not included in the baggage allowance; the Carrier may require payment of a surcharge for the transport of a pet in the cabin or in the cargo hold;

Service dogs and their carriers accompanying Passengers with reduced mobility will be transported free of charge, in addition to the Baggage Allowance, in accordance with the Carrier's rules, available upon request;

The Passenger must be able to present the required documents for their Pet, as demanded by the authorities of the country of departure, destination, or transit, such as a passport, health certificates, vaccination records, and entry or transit permits. The Carrier will not accept the transport of animals lacking the documents required by applicable regulations, as defined above;

It is the Passenger's responsibility to ensure that the animal being transported is suitable for travel in

the cabin or in the cargo hold; Pets in the cabin:

- Only pets and their carriers that do not exceed a weight limit set by the Carrier may be accepted in the cabin
- The pet must be placed in a closed carrier designed for this purpose, which fully encloses the animal and allows it to stand up, turn around, and breathe easily and freely
- Service dogs will be accepted in the cabin, subject to applicable regulations
- The Passenger agrees not to remove the animal, even partially, from its container for the duration of the flight;

Pets in the cargo hold: The Pet must be placed in a "hard-shell" crate made of rigid plastic or fiberglass and certified by the IATA (International Air Transport Association);

In the event of fraud, missing or non-compliant required documents, or if the container intended for transporting the pet does not comply with the provisions of the above article, the Carrier shall assume no liability for injuries, loss, delay, illness, or death of the transported animals resulting from such breaches, unless caused by the Carrier's fault or negligence. Passengers traveling with animals in violation of applicable regulations must reimburse any fines, losses, repairs, and all costs incurred as a result of such a situation.

Article 10 Schedules, Delays, and Cancellations

1. Schedules:

Once the reservation has been confirmed by the Carrier, the flight times and flight numbers will be indicated in the reservation confirmation or on the ticket. The Passenger acknowledges that the flight schedules and numbers provided are subject to change. The flights and flight schedules listed in the Timetables are not contractually binding and are intended solely to inform the Passenger of the flights offered by the Carrier. These Timetables are not final and are subject to change after the date of their publication.

When schedules or flight numbers are changed, the Carrier will notify the Passenger of these changes via email or SMS, if direct contact information is available. The intermediary who made the reservation will also be notified, if applicable.

If the Passenger's direct contact information is known, it will be presumed that the Passenger has received the information transmitted by the Carrier through the intermediary. If the Passenger wishes to be

informed directly, it is the Passenger's responsibility to contact the intermediary to ensure that they have indeed provided their direct contact information.

2. Delay, cancellation:

When one of the flights is delayed or canceled, the Passenger will be notified as soon as possible by any means. In such cases, the Passenger may be entitled to compensation if the conditions are met.

If the delay causes the flight to depart the following day, the Passenger may request accommodation. In such cases, the Carrier will provide accommodation selected by the Passenger.

Any accommodation booked on the Passenger's own initiative and without the written consent of the Carrier or its Authorized Agents shall not be subject to a subsequent claim.

Article 11 Rerouting and Alternative Means of Transportation

If the Carrier has reasonable grounds to believe that, due to circumstances beyond its control, the flight cannot or should not follow the originally planned route, the Passenger will be informed as soon as possible by any means.

In the case described in the first paragraph, the landing or takeoff may also take place at an airport other than the one originally planned.

The transport service shall be deemed to have been performed if the alternative airport is located within the same geographical area as the originally scheduled airport. The Passenger may, however, request to be re-routed to the original airport. In this case, transportation will be provided, selected by the Carrier.

Any re-routing undertaken on the Passenger's own initiative and without the written consent of the Carrier or its Authorized Agents shall not be subject to a subsequent claim.

Except as provided in the preceding paragraph, the Carrier shall arrange, at no additional cost, transportation by any other available means of transport to reach the originally scheduled departure or destination airport.

Article 12 Liabilities

The Carrier's liability or breach of its obligations under the contract of carriage entered into with the Passenger is defined in this article. It is noted that the carriage is subject to the liability rules of the Convention and the Regulation on Passenger Rights

1. Liability for death or bodily injury:

The Carrier is liable up to 128,821 SDRs for damages arising in the event of death or bodily injury solely because the death or bodily injury was caused by an accident thatoccurred on board an aircraft duly registered on the fleet list and between any boarding and disembarkation operations within the meaning of Article 17 of the Convention.

The Carrier's liability is, however, excluded if such damage is due to the Passenger's negligence or if the Passenger caused or contributed to causing the damage in question, or furthermore if the damage was caused by an act attributable to the Passenger.

2. Liability for Damaged Baggage:

The Carrier is liable, subject to a limit of 1,288 SDRs, unless a special declaration of interest has been made, for damage to the Passenger's baggage solely because such damage was caused by an accident that occurred between the time the Carrier actually took custody of the baggage and the time of its actual return.

The Carrier's liability is, however, excluded if such damage to the Passenger's baggage is due to the Passenger's negligence, or if the Passenger caused or contributed to the damage, or if the baggage had defects, flaws, wear, or fragility such that it is reasonable to assume that normal handling by the Carrier could have caused the damage.

The Carrier's liability is also excluded if the baggage contained any of the prohibited items listed in Article 9 of these Conditions, or if the damage involves parts that could protrude from the baggage since they were designed to be inserted and integrated into the body of the baggage or onto the wheels, or if the damage consists of stains or scratches.

If, upon the actual return of the Baggage, the Passenger does not immediately notify the Carrier of any damage to the Baggage, it will be presumed that the Passenger received their baggage undamaged. However, if the Passenger was unable to inform the Carrier of the damage, the Passenger may submit a written claim within seven days in accordance with the procedure set forth in Appendix I. The claim will be processed in accordance with the procedure outlined in said appendix.

3. Liability for delay or loss of baggage:

The Carrier is liable up to a limit of 1,288 SDRs, unless a special declaration of interest has been made, for damages resulting from a delay in the delivery of or loss of the Passenger's Baggage.

A delay is deemed to have occurred when it is determined that, upon the flight's arrival, the Baggage has not been delivered to the designated baggage claim area at the destination airport indicated on the Baggage Tag.

If the absence of the Baggage is noted at the designated area of the delivery airport indicated on the Baggage Tag, the Passenger must immediately report this absence to the Carrier or to one of the Authorized Agents at said airport. The report must be made in writing in accordance with the procedure set forth in Appendix I.

Failure by the Passenger to collect their Baggage at the delivery airport indicated on the Baggage Tag shall not be considered a delay in delivery. Furthermore, if the Baggage is not collected within twenty-one days of delivery and the Carrier is unable to contact the Passenger, the Carrier may dispose of the Baggage without any recourse for liability on the part of the Passenger.

If the delivery of the Baggage is indeed delayed, the Passenger must retain and submit all receipts for legitimate and necessary expenses incurred to meet basic living needs while awaiting the delivery of their baggage.

It is specified that the expenses incurred are not intended to provide the Passenger with items that are clearly excessive, but rather with items that are reasonable and necessary for basic living needs.

Items necessary for basic living needs may include the following:

- hygiene products (a pack of sanitary pads, a tube of toothpaste, a toothbrush, soap or shower gel, shampoo, a disposable razor, and, if applicable, baby products (wipes, diapers, etc.);
- clothing (a set of underwear, a pair of pants, a shirt or T-shirt, and a sweater).

These fees will never be charged in the following cases:

- the Baggage is delivered on the day of the flight's arrival;
- The Passenger's expenses exceed €50 per day;
- The amount of the charges and supporting documentation must be submitted within twenty-one days of the date the Carrier made the Baggage available;
- The Passenger's expenses were reimbursed 72 hours after the claim was filed;
- The Passenger's domicile, primary or secondary residence, is located in the same geographic region as the delivery airport indicated on the Baggage Tag.

The processing of the report by the Passenger will follow the procedure set forth in Appendix I.

Baggage shall be deemed lost if it has not been returned within twenty-one days of the date of the Passenger's written report. Consequently, the Carrier's compensation for damages resulting from such loss shall be handled in accordance with the procedure set forth in Annex I.

Where applicable, in the event of loss, the Carrier's liability limit shall not be exceeded unless otherwise required by public policy and may include expenses already reimbursed by the Carrier due to the delay in delivery of the Baggage.

4. Liability for delay, cancellation, or denied boarding:

The Carrier is liable up to 5,346 SDRs for damages resulting from a delay in the performance of the air transport service. However, the Carrier is exempt from this liability if all reasonable measures to avoid the damage were taken or if it was impossible to take such measures.

Please note that in the event of a delay, cancellation, or denied boarding, the Passenger may be entitled to assistance and/or compensation if the Passenger meets the conditions of the regulation on passenger rights. The procedure for exercising these rights is specified in Annex II.

Claims and legal actions, or any other remedies under passenger rights, are subject to a one-year statute of limitations beginning on the scheduled or actual arrival date of the flight in question. Where applicable, if the statute of limitations has been suspended, it resumes running for the remaining period prior to the suspension,

unless that period is less than six months, in which case the limitation period is extended to six months after the end of the suspension.

Article 13 Unresolved Disputes

If the Carrier rejects the Passenger's claims, if the Passenger is not satisfied with the responses, or if the Carrier fails to respond within 60 days, the Passenger may bring a legal action.

However, before taking any legal action, the Passenger must attempt to resolve the dispute amicably, either through mediation exclusively with La médiation Tourisme et Voyage (www.mtv.travel), or through conciliation with a judicial conciliator.

Article 14 Administrative Formalities

Documentation Required for Travel: It is the Passenger's responsibility to comply with government requirements regarding entry and exit formalities and documentation for all territories, including transit points, as well as health-related requirements. Information is available on the website of the Ministry of Foreign Affairs (www.diplomatie.gouv.fr/fr/) or on the Action-visa website (http://www.action-visas.com/).

Under no circumstances shall the Carrier be held liable if the Passenger is denied entry into a foreign territory.

The Carrier reserves the right to seek recourse against the defaulting Passenger to claim compensation for damages incurred as a result of the Passenger's failure to comply with the legal and regulatory requirements in force in a foreign country or on French territory.

Depending on the destination, the Passenger may be required to pay a tax or entry/exit fee, or a specific airport tax, which may be payable exclusively in cash. This information is usually detailed on the websites mentioned above.

Regardless of the route, each Passenger must present a valid official photo ID (passport or ID card). The document must be intact (it must not be damaged, deteriorated, or in multiple pieces). It must not appear to be counterfeit or forged.

The Passenger must be able to prove their identity at any time during their journey. Failure to do so may result in the Passenger being denied boarding in accordance with the provisions of Article 7.

Article 15 Conduct on Board

If the Carrier reasonably believes that, through his or her conduct on board, the Passenger is endangering the aircraft, a person, or property; or that the Passenger is preventing the crew from performing their duties; or that the Passenger is failing to comply with the crew's recommendations and instructions, particularly if these concern the use of tobacco, alcohol, or drugs; or that the Passenger is behaving in a manner that causes or may cause, for the other Passengers

and/or to the crew, or any disturbance to their comfort or convenience, damage, or injury, the Carrier may take against such Passenger any measures, including but not limited to the interruption of the flight and/or the use of force, that the Carrier deems necessary to prevent the continuation of such behavior. The Passenger may be removed from the flight, denied transportation for future travel to any point in the network, and prosecuted for any criminal offenses or wrongful acts committed against the Carrier or against other Passengers, particularly on board the aircraft. The Passenger shall be liable for all costs and expenses of any kind arising from such measures.

The Carrier may prohibit or restrict the use on board the aircraft of electronic devices such as, but not limited to, mobile phones, laptops, radios, electronic games, transmission equipment, radio-controlled toys, and transmitters/broadcasters, as well as any other electronic or recording equipment. However, hearing aids and pacemakers are not included in these categories.

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Appendix I

Claim Procedure for Baggage Disputes

⇨ When baggage is damaged, missing, or lost, the Passenger may follow the procedure below:

I. DAMAGED BAGGAGE:

1) Report:

CASE 1: You may go immediately to the baggage claims office at the destination airport	**CASE 2: You are unable to go to the baggage claims office at the destination airport**
⇨ As soon as you notice that your luggage is damaged upon arrival, you must report it immediately to the at the destination airport. ⇨ Request a Property Irregularity Report (PIR) that documents the damage and specifies your case reference number (it can be sent to you electronically). ⇨ Take photos of the damage to your luggage and keep the TAG.	⇨ Take photos of the damage to your luggage immediately and keep the TAG. ⇨ File a claim within 7 days of your arrival on the website: chalair.fr/reclamations Include the following with your claim: - Photos of the damage; - TAG number; - Repair estimate or certificate of irreparability + purchase receipt for the luggage; - Detailed explanation. ⇨ The Carrier will acknowledge receipt of the claim and contact the Passenger to request if need any additional . ⇨ If the claim is complete, proceed to step 4).

2) Damage Assessment:

⇨ Contact a professional to obtain a repair estimate for the reported damage or, if applicable, a certificate of irreparability.

⇨ If the luggage is irreparable, you must have the purchase receipt for the damaged luggage. Otherwise, the Carrier will apply a flat-rate schedule.

3) Submitting documents:

⇨ Submit a claim, preferably on the website:
chalair.fr/reclamations

Attach the following to your claim:

- Photos of the damage;
- TAG number;
- PIR;
- Repair estimate or certificate of irreparability + purchase receipt for the luggage.

4) Processing:

⇨ Once your claim is complete and meets all requirements, the Carrier will explicitly inform you of its agreement to cover the costs of repairing or replacing the damaged luggage.

⇨ The Carrier will process your claim for payment only after receiving invoices verifying that the baggage has been repaired or replaced.

II. DELAYED OR LOST LUGGAGE:

1) Claim:

CASE 1: You may go immediately to the baggage claims office at the destination airport	**CASE 2: You are unable to go to the baggage claims office at the destination airport**
⇨ As soon as you realize that your baggage has not been delivered to the intended location, you must immediately report it to the at the destination airport. ⇨ Request a Property Irregularity Report (PIR) that documents the absence of the baggage and specifies your case reference number. (It may be sent to you electronically)	⇨ Submit a complaint within 48 hours of your arrival on the website: chalair.fr/reclamations Please include the following with your claim: - TAG number; - Proof of expenses incurred; - Bank account information for a euro account; - Detailed explanation. ⇨ The Carrier will acknowledge receipt of the claim and contact the Passenger to request whether necessary any additional information. ⇨ If the claim is complete, proceed to step 3).

2) Submitting documents:

⇨ Submit a claim, preferably on the website: chalair.fr/reclamations

Include the following with your claim:

- TAG number;
- PIR;
- Bank account information for a euro account;
- Proof of expenses incurred.

3) Processing:

⇨ Once your claim is complete and meets all requirements, the Carrier will process payment only after receiving invoices verifying the repair or replacement of the baggage.

4) Baggage not delivered 21 days after the report:

⇨ In the event that your baggage is deemed lost, you must provide the Carrier with proof of purchase for the items contained in the baggage. Please note that these items must comply with the provisions of Article 8 of these terms and conditions. Otherwise, the Carrier will apply a flat-rate scale.

III. FIXED COMPENSATION AMOUNTS FOR LUGGAGE DISPUTES:

DAMAGED LUGGAGE	
Characteristics	**Amount**
Luggage weighing over 20 kg	€100
Baggage weighing <20 kg	€50

LOST LUGGAGE	
Details	**Amount**
Checked baggage < 10 kg	€100
Checked baggage < 23 kg	€300
Checked baggage > 23 kg	€600

⇨ Each amount will be deducted from the sums already paid in the event of baggage delay.

Appendix II

Claim Procedure for Flight Irregularities

⇨ If you experience a delay, cancellation, or denied boarding and believe you are entitled to passenger rights, you may follow the procedure below:

1) Declaration:

⇨ Submit a claim within one year of your arrival at: chalair.fr/reclamations

Please include the following with your claim:

- Reservation number;
- Flight details.

⇨ The Carrier will acknowledge receipt of the claim and contact the Passenger to request any additional information if necessary.

2) Payment:

⇨ Once your claim is complete and meets all requirements, the Carrier may initially offer travel vouchers and/or service credits.

You have the option to accept or decline them.

⇨ If you decline them, the Carrier will ask you to provide bank account information for an account in euros.

Appendix III

Notice on passenger rights in the event of cancellation, delay, or denied boarding

CHALAIR
Compagnie Aérienne Française

Notice d'information
Information notice

Vos droits en cas de vol annulé, retardé ou embarquement refusé
Your rights in case of cancelled flight, delayed or denied boarding

1. Montant des indemnisations *Compensation amount*

- 1500 km : 250 € → 1500 - 3000 km : 400 € → + 3500 km : 600 €

2. En cas d'annulation *In case of cancellation*

Vol annulé + 14 jours avant départ *Flight cancelled + 14 days before departure*	
Indemnisation *Compensation*	⊗
Remboursement ou réacheminement *Reimbursement or re-routing*	☑
Rafraîchissement ou restauration *Meals and refreshments*	⊗
Hébergement *Accommodation*	⊗
Vol annulé entre 14 jours et 7 jours avant départ *Flight cancelled between 14 and 7 days before departure*	
Indemnisation	☑ sous conditions *Under conditions*
Remboursement ou réacheminement	☑
Rafraîchissement ou restauration	⊗
Hébergement	⊗
Vol annulé moins de 7 jours avant départ *Flight cancelled less than 7 days before departure*	
Indemnisation	☑ sous conditions
Remboursement ou réacheminement	☑
Rafraîchissement ou restauration	☑ sous conditions
Hébergement	☑ sous conditions

3. En cas de retard *In case of delay*

Vol retardé + 2 heures *Flight delayed + 2 hours*	
Indemnisation	⊗
Remboursement ou réacheminement	⊗
Rafraîchissement ou restauration	☑
Hébergement	⊗
Vol retardé + 3 heures *Flight delayed + 3 hours*	
Indemnisation	☑ sous conditions
Remboursement ou réacheminement	⊗
Rafraîchissement ou restauration	☑
Hébergement	☑ Si départ le lendemain *If departure next day*
Vol retardé + 5 heures *Flight delayed + 5 hours*	
Indemnisation	☑ sous conditions
Remboursement	☑
Rafraîchissement ou restauration	☑
Hébergement	☑ Si départ le lendemain *If departure next day*

4. En cas de refus d'embarquement *In case of denied boarding*

Indemnisation	☑
Remboursement ou réacheminement	☑
Rafraîchissement ou restauration	☑
Hébergement	☑

Notice reprenant les principales dispositions de protection prévues par le Règlement (CE) n° 261/2004, n'indique pas les spécificités ou exceptions. Notice containing the main rules provided for by Regulation (EC) No. 261/2004, does not include the subtleties or exceptions.

CHALAIR AVIATION SASU - RCS CAEN 447825100 - ROUTE DE CAEN, 14650 CARPIQUET