

Travel Conditions in force as of 10.06.2019.

1. DEFINITIONS THE MEANING OF CERTAIN EXPRESSIONS USED HEREIN

When you read this document, you are requested to understand that:

"We", "our", "ourselves" and "us" means S.C. Blue Air Aviation S.A. address: 42-44 Sos. Bucuresti-Ploiesti, Bucharest 1, Romania - Baneasa Business & Technology Park, Building A, 3&4 floor; Tax reg. no. 31525574; Romanian company that provides low-cost air transport services.

"You", "yours" and "yourself" mean any person, except for the members of the crew, carried or to be carried by plane, who is in possession of an Electronic Ticket. (See, also, the definition of "Passenger").

"BMS", „0B” represent the code for identifying the Blue Air company.

"Flight segment" - represents one trip, on a single route, departure or/and arrival (for example Bucharest-Rome).

„Itinerary” – means the electronic ticket bought for a passenger (contains a one way or the round trip ticket)

"AUTHORIZED AGENT" means a sales agent appointed by us to represent our company for the sale of our air transport services.

"BAGGAGE" means clothing and other personal belongings which the passenger may need during the travel. Unless otherwise provided, this term shall include both carry-on and checked-in baggage.

"CHECKED-IN BAGGAGE" is the baggage of which the company takes custody from the hand-over to the final destination and for which a Baggage Identification Tag was issued. The checked-in baggage includes any object which was weighted, labeled and stowed in the aircraft hold.

"BAGGAGE IDENTIFICATION TAG" is a document issued solely for the identification of the Checked-in Baggage.

"COMPANY" means an air company, other than us.

"CABIN BAGGAGE" is the baggage each passenger is permitted to carry with them into the cabin, and for which they are responsible throughout the flight.

"CHECK-IN" is the time necessary for the processing of travel documents, the labeling of checked-in baggage and the issuance/delivery of the Boarding Pass.

"CONTRACTUAL CONDITIONS" are the provisions included in or delivered along with the Electronic Ticket, identified as such and also incorporating these Terms and Conditions of Carriage.

"CONVENTION" means whichever of the following instruments:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on October 12, 1929 (hereinafter referred to as the Warsaw Convention);

the Warsaw Convention as amended at The Hague on September 28, 1955;

the Warsaw Convention as amended by Additional Protocol No.2 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);

Guadalajara supplementary Convention (1961);

The Montreal Convention (1999);

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004;

[Regulation \(EC\) No 2111/2005](#) of the European Parliament and of the Council of 14 December 2005;

[Regulation \(EC\) No 2027/97](#) of the European Parliament and of the Council of 09 October 1997;

[REGULATION \(EC\) No 1107/2006](#) OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

"COUPON" means an Electronic Coupon, each of such coupon entitling the passenger to travel on the particular route specified on it.

"DAMAGE" includes death or injury of a passenger, loss or theft of the checked-in baggage or the lack of the contents thereof or another type of damage arising from or in connection with the carriage or other secondary services performed by us.

"DAYS" mean calendar days. For the purpose of notification, the day on which the

notice is given shall not be counted.

For the purpose of establishing the validity period of the Electronic Ticket, the day upon which the travel starts shall be taken into consideration.

"EC Regulation" means European Council Regulation 2027/97 on air carrier liability in the event of accidents.

"EURO" means the currency unit adopted by the European Communities in accordance with Articles 207 and 209 of the Treaty of Rome.

"ELECTRONIC COUPON" means an electronic flight coupon, or another document held in our database.

"ELECTRONIC TICKET" means the itinerary specified by us or on our behalf in the Electronic Coupons. Such include the passenger's name, the route on which the passenger will travel, the number of the flight, the date, tariff, charges etc.

"BOOKING CODE" or ID is the number code made of several figures which you or the authorized agent obtained upon the completion of the operation of booking/sale of the electronic ticket. Such code shall only be valid for your identification in the booking system for the requested flight.

"EXCESS BAGGAGE" means the baggage exceeding the maximum admissible weight specified on the ticket.

"FARE LOCK" is a service that allows passengers to block the fare for the selected flight for a 48-hour period.

"FORCE MAJEURE" means unusual and unforeseeable circumstances, beyond your and our control, the consequences of which could not have been avoided even if all precautionary measures had been taken.

"HIGH SEASON": 15 Jun 2019 – 29 Sep 2019; 15 Dec 2019 – 15 Jan 2020; 04 Apr 2020 – 03 May 2020; 13 Jun 2020 – 27 Sep 2020;

"LOW SEASON": 30 Sep 2019 – 14 Dec 2019; 16 Jan 2020 – 03 Apr 2020; 04 May 2020 – 12 Jun 2020; 28 Sep 2020 – 24 Oct 2020;

"PASSENGER" means any person, except for the members of the crew carried or to be carried in an aircraft based on an Electronic Ticket. (see also the definition of "you", "your" and yourself")

"PERSONAL DATA" means any information about an identified or identifiable individual ("the data subject"); an identifiable individual is a person who can be identified, directly or indirectly, in particular by reference to an identifier (for example: name, identification number, location data, online identifier), or by reference to one or more specific elements, of its physical, physiological, genetic, psychic, economic, cultural or social identities.

"PERSONAL DATA PROCESSING" means any operation or set of operations performed on personal data or on personal data sets with or without the use of automated means such as collecting, recording, organizing, structuring, storing, adapting or modifying, extracting, consulting, using, disclosing, transmitting or otherwise making available, aligning or combining, restricting, deleting or destroying personal data.

"PRIORITY BOARDING" is a service whereby the passenger can board a plane before the other passengers, carrying on additional cabin baggage, with a maximum weight of 10 kg and measuring up to 55 cm x 40 cm x 20 cm.

"INFANT" means a person aged between 0 and 24 months. No seat is given to an infant who must always be accompanied by an adult. An adult may accompany only one infant.

"UNACCOMPANIED MINOR (UM)" means any Romanian citizen, aged between 6 and 17 years included, or any non-Romanian person between 6 and 13 years included, who travels without being accompanied by an adult.

"FLIGHT COUPON" means the portion of the Electronic Ticket issued by us or on our behalf, specifying the route on which you will travel and which shall be in your possession.

"SDR" means Special Drawing Rights, as defined by the International Monetary Fund from time to time and the equivalent value in other currencies, published in Financial Times. (On the date of SDR first printing, it was approximately equal to USD 1.2/EUR 1.17/ ROL 4,8102).

"SERVICE PACKAGE" means the total number of services that make up the flight ticket.

"TARIFF" means the fares and charges published by us.

"WEBSITE" means the Internet pages www.blueairweb.com or www.blueair.ro or www.zboruri-ieftine.ro provided by us in order to enable you to make online bookings.

"DOMESTIC FLIGHT" means commercial flight within civil aviation where the departure and the arrival take place in the same country.

"AIR CARRIER OPERATING THE FLIGHT" is the company that actually operates the flight;

"AIR CARRIER CONTRACTOR" is the company through which the passenger bought the ticket. This is proven by the name or code shown on the ticket;

"CODE-SHARING" is a marketing arrangement in which an airline places its designator code on a flight operated by another airline and sells tickets for that flight.

"CODE-SHARE FLIGHT" is the flight operated in codesharing system.

"Flex Service" – means the special service which offers passengers the possibility of changing the date of the booked flight, whenever they need, granting them more freedom when planning their trips.

"Blue Air Wallet" means the special offer compilation, operated based on and according to the present Travel Conditions and the specific Terms and Conditions mentioned on the Company's website, which entitles Holder to certain benefits as specified herein.

"Holder of the Blue Air Wallet" means the person named as the holder of the Blue Air Wallet during the application for the Blue Air Wallet.

"Blue Benefits Annual Subscription" means the special offer compilation, operated based on and according to the present Travel Conditions and the specific Terms and Conditions mentioned on the Company's website, which entitles Holder and Members to certain benefits as specified herein.

"Holder of the Blue Benefits Annual Subscription" means the person named as the holder of the Annual Subscription during the application for the Annual Subscription. Depending on the type of Annual Subscription chosen, the holder of the Annual Subscription may appoint a specified number of Members of the Blue Benefits Annual Subscription that shall benefit from the special offer compilation.

"Priority check-in" means a service whereby the passenger who purchased the service can pass through the check-in procedure before other passengers, without waiting in line, thus having the additional advantage to save the time spent at the airport.

"Fast track service" means a service whereby the passenger who purchased the service can pass through a separate, faster security control flow, thus having the additional advantage to save the time spent at the airport.

2. APPLICABILITY

2.1 GENERAL CONDITIONS

Except for the provisions of Articles 2.2, 2.4 and 2.5, the Terms and Conditions of Carriage shall apply only to the air carriage of passengers and baggage, performed by us and to any liability we may have in connection with that carriage by air. The Terms and Conditions of Carriage specified on the Electronic Ticket, Flight Coupons, Baggage Identification Tags or any other travel document accepted by us shall form part of these Terms & Conditions of Carriage.

2.2 CHARTER OPERATIONS

If the transport is performed pursuant to a charter agreement, these Terms & Conditions of Carriage shall apply provided that they are incorporated by reference or otherwise in the charter agreement or the Electronic Ticket.

2.3 GOVERNING LAW

The Terms and Conditions of Carriage shall apply provided that they are consistent with our tariffs and regulations in force. If any of the provisions of the Terms and Conditions of Carriage is invalid under any applicable regulation, the other provisions shall prevail.

2.4 RIGHT OF PREVALENCE

In case of inconsistencies between the Terms and Conditions of Carriage and other provisions we may stipulate in connection with certain issues, these Terms and Conditions of Carriage shall prevail.

2.5 CHANGE OF CONDITIONS

Blue Air reserves its right to change the terms and conditions of carriage, with the preliminary notification of these changes by publishing them on the website at the section "News" or "Terms and Conditions of Carriage".

3. TICKETS

3.1 GENERAL PROVISIONS

3.1.1 The Electronic Ticket, the Terms and Conditions of Carriage, the Tariffs, our Carrier's Regulations and the important information listed on our webpage shall form

together the Terms and Conditions of the Carriage Agreement concluded between you and us.

3.1.2 We shall transport only the passenger whose name is specified on the Electronic Ticket, and you have the obligation to hold an identity document (IC or passport) according to the destination, within or outside the country.

3.1.3 No Electronic Ticket may be refunded.

3.1.4 You are solely responsible to check that you have received the payment confirmation and itinerary on the email address provided, otherwise please contact us. We take no responsibility if you show up for a flight for which you have not received a confirmation and, consequently, you are denied boarding.

3.1.5 Blue Benefits Annual Subscription Clause

Blue Air offers clients the possibility of purchasing three types of annual subscriptions. The “Blue Benefits Together” Annual Subscription offers clients the possibility to have access to special offer compilations for the holder of the Annual Subscription and one extra member. The “Blue Benefits Family” Annual Subscription offers clients the possibility to have access to special offer compilations for the holder of the Annual Subscription and 3 (three) extra members. The “Blue Benefits Friends” Annual Subscription offers clients the possibility to have access to special offer compilations for the holder of the Annual Subscription and 8 (eight) extra members. For further information regarding the Blue Benefits Annual Subscriptions, please check the specific [Travel Conditions](#) on the Company’s website.

3.2 CHANGE OF TICKET

3.2.1. The Electronic Ticket you bought shall be valid only for the route identified on it and for the Passenger whose name is specified on the Ticket, from the place of departure to the final destination, on the day and for the flight specified on such ticket. The price you paid shall be based on our tariffs and shall be valid for the travel specified on the Electronic Ticket. This is an essential part of the agreement we concluded with you.

The tariff for the journey on the Electronic Ticket can be changed by Blue Air before the beginning of the journey.

3.2.2 If you wish to change any travel-related data, you must contact us in due time according to our Conditions of Carriage. Such changes may trigger another calculation of the tariff and the payment of a penalty fare according to the conditions related to the application of the tariff. You may accept the new price or maintain the initial route specified on the ticket. The rules governing the change of the Electronic Ticket are detailed in the Conditions of Carriage which are listed on our Internet page or which may be sent to you upon request.

For changing the date of a ticket bought during a promotion, passengers will also pay the difference of tariff for the service purchased at a discount during the promotion.

3.3 NAME AND ADDRESS OF THE CARRIER

Our name may be encoded as BMS or 0B or may be any other abbreviation specified on the Electronic Ticket. The address of our registered office is listed at the end of these Terms and Conditions of Carriage. All the correspondence, notifications etc. shall be sent to the address listed at the end of these Terms and Conditions of Carriage.

4. TARIFFS, CHARGES AND OTHER EXPENSES

The 3 family tariffs offered by this air carrier are as follows:

a) LIGHT

- The lowest available fare for the selected flight(s);
- Free online check-in, available 3 (three) days before departure;
- One piece of hand luggage, free of charge, up to a maximum weight of 6 kg, and maximum dimensions of 40cm x 30cm x 20cm.

b) EXPRESS

- The lowest available fare for the selected flight(s);
- Free online check-in, available 7 (seven) days before departure;
- One piece of hand luggage, free of charge, up to a maximum weight of 6 kg, and maximum dimensions of 40cm x 30cm x 20cm;
- One additional cabin bag, free of charge, up to a maximum weight of 10 kg, and maximum dimensions of 55cm x 40cm x 20cm;
- Priority boarding;
- Optional seat selection on flight, not including the first row and the Extra Leg Room seats.

c) COMFORT

- The lowest possible fare for the selected flight(s);
- Free airport check-in;
- Free online check-in, available 14 (fourteen) days before departure;

- One piece of hand luggage, free of charge, up to a maximum weight of 6 kg, and maximum dimensions of 40cm x 30cm x 20cm;
- One additional cabin bag, free of charge, up to a maximum weight of 10 kg and maximum dimensions of 55cm x 40cm x 20cm;
- One piece of checked-in baggage, free of charge, up to a maximum weight of 23 kg, and maximum dimensions of 100cm x 80cm x 30cm;
- Priority boarding;
- Flex Option –option to change the date of the reserved flight;
- Optional seat selection on flight, including first row seats and Extra Leg Room seats (subject to availability); The tariff for the journey on the Electronic Ticket can be changed by Blue Air before the beginning of the journey. The change of the tariffs shall be announced on Blue Air website. We may impose carrier imposed charges as part of the total price of the ticket.

These charges will be included either in the tariff (e.g. fuel surcharge, CO2 emissions, etc.), stated separately during the booking process or on your final e-ticket receipt (e.g. airport charges, security fee, etc.).

These carrier-imposed charges include, but are not limited to, the fuel surcharge and the tax for CO2 emissions. The fuel surcharge will be adjusted in accordance with fuel prices. Currently the fuel surcharge is 7 euro/ passenger/ flight segment. The tax for CO2 emissions is 2 euro/ passenger/ flight segment.

For the domestic routes in Italy, VAT of 10% is charged. The amount is included in the total price of the ticket.

For the domestic routes in Romania, VAT of 19% is charged. The amount is included in the total price of the ticket.

DEPORTEES

There are two categories of deportees:

- Accompanied deportees – DEPA
- Unaccompanied deportees – DEPU

No more than 10 DEPU can travel on the same flight.

If you want to consult the availability of this service and the corresponding fare, please contact infoagentii@blueair.aero.

Blue Air Wallet

Blue Air offers clients the possibility of creating a Blue Air Wallet, tied to their Blue Air account, in which they can load a pre-determined amount of money, receiving in exchange a bonus based on the amount of money deposited. The client can use this service in order to make total or partial payments for all online purchases of Blue Air services. For further information regarding the Blue Air Wallet, please check the specific [Terms and Conditions](#) on the Company's website.

4.2 CHARGES AND OTHER EXPENSES

You shall pay charges and overcharges imposed by the government, civil aeronautic authorities, airports and Blue Air. Upon the payment of the Electronic Ticket, you will be informed of the charges and overcharges which are not included in the tariff, most of them being specified separately on the Electronic Ticket. The charges and overcharges imposed on air carriage are amended on a permanent basis and may also be imposed after the date of purchase of the Electronic Ticket. If the charges or overcharges specified on the Electronic Ticket are increased subsequently to the purchase date, but prior to the beginning of the travel, you will have the obligation to pay them. Also, if new charges are imposed, you will have the obligation to pay such charges as well. Also, if any new taxes are in place and are valid on the travelling date, you will be obliged to pay for them. These new taxes and the increases of the existent ones shall be announced on Blue Air website within the section "News" and/or within "Terms and Conditions of Carriage".

4.3 CURRENCY

Tariffs, charges and overcharges are payable in Euro. All payment amounts are converted to Euro. Prices are displayed in EUR, RON, GBP or USD, but at the end of the buying process, the sum will be converted into EUR.

For converting currency from RON, GBP or USD into EUR, Blue Air uses an internal exchange rate. This exchange rate is the exchange rate of the National Bank of Romania, NBR+2%, rounded up to 0.05 euro or 0.1 euro. Changing the exchange rate in the electronic reservations system will be done every working day at 17:00 (Romania time), based on the exchange rate communicated by NBR the same day. The respective value will be valid until 16:59 (Romania time) of the next day.

4.4 ADMINISTRATIVE FEES

4.4.1 All administrative fees, special services fees as well as the fees resulted from changing a booking are not refundable.

4.4.2 The processing fee for refunds or credit approved by the company is 10 Euro/passenger/ flight segment.

4.4.3 The tax for an Infant is 20 euro/person/ international flight segment, or 10 euro/person/ domestic flight segment. Exception to this are flights with departure from

Spain for which the infant tax is 35 euro/person/segment and flights with departure from Glasgow for which the infant tax is 53 euro (50 GBP or 265 RON) /person/segment.

4.4.4 The ticket office in Turin Caselle Airport charges a fee of 20 euro per issued ticket and a fee of 10 euros for additional services (example: baggage, extra legroom, etc.).

4.4.5 The ticket office in Arlanda Stockholm Airport charges a fee of 30 euro (275 SEK) per issued ticket or for additional services (example: baggage, extra legroom, etc.).

4.4.6 The ticket office in Sibiu Airport charges a fee of 15 euro (70 RON) per issued ticket or for additional services (example: baggage, extra legroom, etc.).

4.4.7 The ticket office in Timisoara Airport charges a fee of 15 euro (70 RON) per issued ticket or for additional services (example: baggage, extra legroom, etc.).

4.4.8 The ticket office in Sevilla Airport charges a fee of 12 euro (55 RON) per issued ticket or for additional services (example: baggage, extra legroom, etc.).

4.4.9 The ticket office in Tel Aviv Airport charges a fee of 35 euro (40 USD) per issued ticket.

4.4.10 The Blue Air ticketing offices in Bucharest Otopeni Airport, Rome Fiumicino Airport, Iasi Airport, Cluj Airport, Bacau Airport, Bistrita Hotel Bacau and Palas Mall Iasi charges a fee of 5 euro per passenger per issued ticket.

4.5 FARE LOCK

4.5.1. If you select the flight and the desired fare on the company's website and if you also select the Fare lock service and pay the respective fee for it, the selected fare will be kept unchanged for a period of 48 hours. In order to confirm the reservation of the selected lock fare, the payment must be made in full within 48 hours from the time of the fare was locked. In case you do not finalize the booking within the indicated time, the blocked fare will be automatically cancelled.

4.5.2. The fare lock service is available only for flights booked at least 7 days before the selected departure date. If you select a return flight, the service is available only for bookings made at least 7 days before the date of the first flight.

4.5.3. The fare lock service is available for promotional prices and special offers.

4.5.4. The fare lock service will apply for all selected flights and for all passengers included in the booking.

4.5.5. This service guarantees the price of a ticket is locked for up to 48 hours, starting from the time of Blue Air's booking confirmation. In the case of any dispute regarding

the date and time of the booking confirmation, the operating system clock used by Blue Air shall apply. The guaranteed air fare shall include only services specified in the tariff selected at the time of booking (Light, Express or Comfort).

4.5.6. When locking the fare, it is not mandatory to provide the name of all passengers included in the booking, just the first and last name, email address and phone number of the person who requests the fare lock must be provided.

4.5.7. The booking for the locked fare must be confirmed before the expiration of the 48-hour period dedicated to the fare lock service. After the purchase of the fare lock service, you cannot change the selected flights and the number of passengers for the guaranteed price. The names of all passengers associated with a specific booking must be provided during the finalization process of the booking.

4.5.8. This service is provided depending on its availability. The service is available only for bookings made on the company's website.

4.5.9. The fee for the fare lock service is 3 EUR per passenger per segment.

4.5.10. The fee for the fare lock service is non-refundable and does not count towards the total fare price or towards any other taxes or fees applied or towards any other prices of other services.

4.5.11. The payment for the fare lock service must be made with a credit/debit card.

4.5.12. You are responsible for the payment of the fare lock service. At our own free will, we may consider the debit or credit card used for the payment and/or introducing the booking details as indicating a high degree of fraud risk. In such cases, we will contact you in order to verify the payment details. In case we cannot reach you at the available phone number or in case we cannot verify the payment details or the booking details, we reserve the right to cancel the guaranteed price and to refund you the fee for the fare lock.

4.5.13. If you don't receive from us a confirmation of the fare lock within maximum 2 hours from the moment of payment via the email address provided during the purchasing process of the fare lock service, we advise you to contact Blue Air through the Call Centre department.

4.5.14. If you choose to finalize the locked fare booking, after providing the names of all passengers and after paying the entire amount for the booking guaranteed with the fare lock service, your booking will undergo the present Travel Conditions. Please remember that your booking will not be confirmed before introducing the names of all passengers and before paying the price of the booking in full (or other services, if applicable). Additionally, please remember that the fee for the fare lock will not be counted towards the fare total amount, and in order to finalize the booking, you will have to pay the total amount for the selected price and the included extra services.

4.5.15. Blue Air reserves the right to restrict the availability of the fare lock service.

4.5.16. In case the scheduled flight you selected and paid the fare lock service for undergoes any changes during the 48-hour period of the locked fare, you can either accept those changes in order to be able to finalize the booking at the guaranteed fare, or request to have the fee for the fare lock service refunded.

4.5.17. The purpose of this service is to guarantee the fare you selected and does not represent an amount paid as a warranty deposit for the undergoing transport contract.

5. BOOKINGS

5.1 BOOKING CONDITIONS

A booking for a certain flight is confirmed through the issuance of a Confirmation Code (Booking). Such confirmation shall be made in writing or by email in the case of telephone bookings. In the case of on-line bookings, the Confirmation Code shall be listed on the screen, at the end of the transaction. You should type such information because you are required to know that number upon embarkation. You should not reconfirm a flight for which a Confirmation Number was issued.

5.2 CHANGING THE FLIGHT TICKET

The ticket is valid only for the route written on it, from the place of departure to the final destination, on the date and for the flight on it, only for the passenger whose name appears on the ticket.

If the passenger wishes to change the travel details (that is: the name of the passenger, route, departure date or return date), he/she must contact Blue Air, in accordance with the provisions below, in order to be able to make the change.

All passengers who have received the payment confirmation have the right to change their reservation after the confirmation, up to 4 hours before the time of departure of the initial flight, by paying a change fee.

For international flights and domestic routes operated in Italy, the change fee is EUR 40 per passenger per flight segment, and for domestic flights operated in Romania, the change fee is EUR 25 per passenger per flight segment.

These changes made by the passenger may lead to recalculation of the tariff, and if there are differences between the initial fare and the new fares, the passenger will have to pay this difference as well as the charges that are valid at the date of the change.

If the passenger has purchased an electronic ticket for the Classic package, he/she will benefit from a 50% discount applied to the change fee valid for date or route changes, and if he/she has purchased a ticket for the Premium package, the passenger will be able to change the date or route without paying the change fee, paying only the difference between the initial tariff and the new tariff as well as the charges that are valid at the date of the change.

Modifying the reservation up to 4 hours before the departure time of the initial flight can be done even if the check-in process has been completed. In this case, after the passenger has made all the changes, he/she shall redo the online check-in process and reprint his/her boarding card(s). If the change was made less than 12 hours before the departure time of the flight, check-in will be done at the airport.

If the flight ticket changes are done online, the changes will be made for all passengers included on the respective booking. In order to change the flight for some of the passengers included on the booking, the passenger must contact our Call Centre or Customer Care department.

Name changes are no longer allowed on an itinerary once one of the flights on this itinerary has begun, for none of the remaining flights.

Changing the date or route of a booking is only allowed at a higher tariff class or at least equal to the one at which the original ticket was purchased.

Flex Service

Blue Air offers passengers the possibility of changing the booked flight, whenever the passengers need, without paying a date change fee in accordance with article 5.2 of the Travel Conditions.

Passengers may purchase the Flex Service, during the booking process through the Company's Website, ticketing offices, partner agents or Call Centre, for the amount of 10 EUR per passenger per booking.

The Flex Option may only be purchased in conjunction with LIGHT and EXPRESS family tariffs. This is because the COMFORT family tariff is inclusive of any changes to date and time of the air travel, without requiring such extra fee as specified in article 5.2 of the Travel Terms and Conditions.

Through the Flex Service, passengers can change the booked flight only once, any other additional flight changes shall be made in accordance with Blue Air's Travel Conditions. Passengers shall pay the fare difference between the initial flight and the changed flight, as well as the fees that are valid at the date of the change.

5.3 PAYMENT

The tariffs, charges and overcharges in connection with your booking shall be paid in full upon confirmation of the booking.

5.4 PASSENGER PERSONAL DATA

The passenger's personal data provided by him at the time of booking are processed by Blue Air for use for the following purposes: complete the booking, purchase and issuance of the ticket, transportation and related services, accounting, invoicing and audit (including verification of credit cards or other cards) to facilitate border and customs control procedures for safety, security, health, administrative and legal purposes, for statistical and marketing analysis, for testing our own system, its maintenance and development, to develop and deliver services, and to improve customer service.

Personal data processed under a contractual obligation are retained for specified periods of time that can be viewed in the Company's [Privacy Policy](#). After the expiration of these time periods, processed personal data will be erased / destroyed.

Passenger's personal data is processed by Blue Air and communicated to certain contractual partners for the provision of contracted services, such as Blue Air offices and branches, authorized agents, credit companies and card issuers, government agencies processing data, and other companies that are involved in the transportation of the passengers concerned, but only for the purposes set out above.

Passenger data will be disclosed to public authorities upon request, in accordance with applicable law.

In the context of the processing of the passenger's personal data for the above purposes, the latter has the following rights: the right of access and the right to request the rectification or erasure of personal data, the right to oppose the processing, the right not to be subject to an automatic decision (including the creation of profiles), the right to data portability, the right to lodge a complaint with the National Supervisory Authority for Personal Data Processing and the right to appeal to the competent courts.

Both the passenger and the person booking the tickets declare that they acknowledge the fact that the airline can use the personal data (name, email address, telephone number, nationality, date of birth) to enable the electronic transaction and to process this information.

If the passenger does not wish to receive any information, marketing communications from Blue Air or Blue Air partners, he or she is kindly requested to notify the Airline of this, using the email address mentioned in these Terms and Travel Conditions.

More details about the passenger's personal data processing can be found by visiting the [Privacy Policy](#) section on the Company's website.

5.5 SEATING

We do not guarantee that we may provide a particular seat inside the plane and you will agree to accept any seat you will be offered. You are able to reserve a specific seat on the aircraft along with your ticket, paying a fee as follows:

	Category A (Extra Legroom)	Category B	Category C	Category D	Category E
Bucharest – Nice – Bucharest	26€/segment	16€/segment	13€/segment	9€/segment	3€/segment
Larnaka – Athens – Larnaka	20€/segment	11€/segment	9€/segment	7€/segment	3€/segment
Larnaka – Thessaloniki – Larnaka	12€/segment	11€/segment	9€/segment	7€/segment	3€/segment
All the other Blue Air routes	18€/segment	11€/segment	9€/segment	7€/segment	3€/segment

If you chose not to have a seat assigned at the purchase of the ticket you will be assigned one at check-in. We reserve our right to assign seats even after boarding on the aircraft. This may be necessary for operational, flight safety or security reasons.

If there are passengers who have paid for preferential seats (first row and emergency exits), but for operational, safety or flight security purposes, they could not benefit from them, being reallocated to a place with a lower tariff class than the one initially chosen, the air carrier will reimburse the difference value or fee paid for the preferential seats.

As an exception to the above-mentioned rule, the fee paid for the preferential seat will not be reimbursed to the passengers who paid this tax even though they did not have the right to travel in those seats.

Passengers not accepted to be seated on preferential seats:

- i) Special Needs Passengers;
- ii) Deportees;
- iii) Inadmissible passengers (denied entry at destination);
- iv) Passengers travelling with infants/ pets;

v) Passengers under 18 years old.

5.6 CONNECTIONS

Blue Air does not guarantee connections with other flights or with other means of transport, except for those sold by Blue Air as flights with connection or as connected transfer.

Our flights are not intended for use in connection with other flights of our company or of other air carriers, except for those sold by us as such. Any connection you make is done on your own risk and you will have to check-in for all connecting flights, except for flights with connection sold as such by us, where you will do the check-in only on the airport of departure and not during transit.

If you have tickets for Blue Air flights with connection, flights sold by us as such, you have the obligation to notify during check-in formalities in the airport of departure that you have a ticket for a Blue Air flight with connection.

6. CHECK-IN AND EMBARKATION

6.1 CHECK-IN DEADLINE

In order to fulfill the check-in and boarding formalities, please present yourself at the airport at least 2 hours before the departure time shown on the ticket.

The fulfillment of the travel conditions is a responsibility that rests solely with you.

Passengers that are not present in time for boarding, for any reason, or lacking the necessary travel documents, are considered no-show and lose the right to any refund. Please note that check-in counters open 2 hours before the flight and close 40 minutes before the time set for takeoff, except for the airports mentioned below. Even if the aircraft is positioned on the ground, for security reasons, we will not accept on board passengers that have not arrived in the hours mentioned in this article.

For all Blue Air flights departing from Bucharest - Henri Coanda (Otopeni) Airport, please take into consideration that the check-in desks (Baggage Drop off desks) open with 3 hours before the flight and close with 40 minutes before the scheduled departure time.

For all Blue Air flights departing from Rome-Fiumicino Airport, please take into consideration that the check-in desks open with 2 hours and 30 minutes before the flight and close with 45 minutes before the scheduled departure time.

For all Blue Air flights departing from Tel Aviv - Ben Gurion Airport, please take into consideration that the check-in desks open with 3 hours before the flight and close with 60 minutes before the scheduled departure time.

6.2 OBLIGATIONS UPON CHECK-IN

Upon check-in you have the obligation to show your ticket, a valid identity document, identity card or passport (as the case may be), the checked-in baggage to be weighed, and the carry-on baggage in order to verify whether it does not exceed the weight and size-related limits.

6.3 GENERAL ISSUES

You shall observe all laws, regulations and requirements existing in the countries of destination or departure and our Terms and Conditions of Carriage. We have no responsibility to you for obtaining the documents necessary for your travel or for observing the laws, regulations, requirements or instructions of which you were informed in writing or otherwise, or for the consequences of the fact that you did not obtain the necessary documents or did not observe the laws, regulations, requirements or instructions given.

6.4 TRAVEL DOCUMENTS

You have the responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules and instructions in order to travel to/from certain countries. We reserve our right to refuse for travel any passenger whose documents are not according to the laws, rules or instructions regarding the travel.

6.5 RESPONSIBILITIES UPON ENTRY IN ANOTHER COUNTRY

You are fully responsible for the situations when the customs authorities in the country of destination where you will travel with our company refuse your access on the territory and compel us to take you back to the place of departure.

6.6 FINES, PENALTIES, DETENTION COSTS ETC.

If we have the obligation to pay fines, penalties or other expenses because you did not observe the laws, regulations, orders or other travel-related requirements in the countries of destination or of departure or if we have to obtain for you the necessary documents, you have the obligation to pay us back, upon our request, any cost or expense incurred for such purpose. In order to recover such costs or expenses, we may take into consideration the value of any transport which you did not use or any other funds in our possession.

6.7 SAFETY INSPECTIONS

Under certain circumstances, for flight security reasons, upon the request of governmental institutions or airport authorities, you will have to undergo any necessary checks in connection with you and/or your baggage.

6.8 BOARDING FORMALITIES

After check-in you will be informed of the place and time where you will have to go

and fulfill the customs and embarkation formalities. To avoid any doubt or delays, you must listen carefully to the announcements made through the amplifier of the airport.

6.9. PRIORITY BOARDING

Blue Air makes priority boarding available to passengers to allow them to board the plane before the others. Each passenger is allowed to carry on additional cabin baggage, with a maximum weight of 10 kg, and measuring up to 55 cm x 40 cm x 20 cm. Passengers may purchase this option from the company's website, or by calling the Blue Air Call Center, subject to a fee of between 6 EUR and 22 EUR (according to their destination), or directly from the airport for a fee of 15 EUR (domestic flights) or 30 EUR (international flights). The Priority Boarding option is included for passengers who have purchased tickets for Classic and Premium flight travel.

6.10 Priority Package

For flights departing from Larnaca International Airport (Cyprus), Athens International Airport (Greece) and Thessaloniki Airport (Greece), passengers shall have the opportunity to book the special priority package which consists of priority check-in, priority boarding, fast track services and an additional piece of hand luggage with the maximum dimensions of 20cm x 40cm x 30cm (length x width x height) and the maximum allowed weight of 3kg. This special priority package is available for purchase only at the airport, for the amount of 35 EUR per passenger.

6.1. ONLINE CHECK-IN

Blue Air offers free online check-in service for all the flights except those with departure from Constanta, Florence, Lisbon, Menorca, Palma de Mallorca, Pescara, Timisoara and Tel Aviv. Additionally, starting with 31.01.2019, the online check-in is no longer available for all flights to and from the following airports in Germany: Hamburg, Stuttgart, Cologne-Bonn and Munich. For all these flights, the check-in can be done at the airport, before departure, and is free of charge.

Airport check-in is free of charge on all Blue Air routes.

For flights departing from Milan-Bergamo (Orio al Serio Airport): Passengers traveling in organized groups who are on standby or waitlisted cannot do online check-in. Passengers must have a ticket for their travel segment or, if it is a multi-sector flight, the ticket must be for a Blue Air flight.

Passengers aged less than 18 cannot perform online check-in unless they are accompanied by an adult acting as parental authority.

This service is completely free and passengers are supposed to print on paper their

boarding pass and show it at the boarding gate, border police and security check, together with the rest of the necessary travel documents.

The free online check-in service is available, in accordance with art. 4.1, 3 days, 7 days and 30 days before the departure date, depending on the package chosen by the passenger while making the reservation. The free online check-in service is available up to 12 hours before departure.

Passengers with carry-on baggage will show their already printed boarding pass directly at the gate with 60 minutes before take-off. Passengers with checked-in baggage will have to go at the Checked-in Baggage Offices, with 90 minutes before take-off.

Passengers will assume responsibility for infringement of these time intervals and can be denied boarding. Blue Air will not refund passenger's tickets nor give any type of compensation to those who do not follow the above-mentioned rules.

Be careful! In order to avoid unpleasant situations please take into consideration the estimated time for the border procedures and security check.

For the persons with special needs the estimated boarding time remains two hours even if they choose the online check-in service.

The Boarding Pass is a document formed of 2 (two) pages. One page of the boarding pass will be handed to the agent at the boarding gate, the second one will remain at the passenger.

We kindly ask you to take into consideration the estimated time for the border procedures and security check.

In case you travel with an infant, the online check-in process involves the printing of the companion adult boarding pass along with the infant's boarding pass.

Passengers coming from a non-UE/ EEA country have to go at the Blue Air check-in office for the document check before the security check and the border passing-point. In case you do not follow the instructions, we reserve the right to refuse boarding.

The online check-in process assumes that you deliberately accept the free of charge random seat distribution. If you wish to choose a certain place you have this possibility before the listing of your boarding pass, with payment of the fee.

7. REFUSAL AND LIMITATION OF CARRIAGE

7.1 RIGHT TO REFUSE THE CARRIAGE

We reserve our right to refuse your carriage in the following situations:

- 7.1.1 you have a visible state of anxiety further to alcohol or drug consumption and your behavior may jeopardize the safety of the flight;
- 7.1.2. your health condition is not good and you do not have the doctor's recommendation regarding your ability to travel by plane;
- 7.1.3 if during a previous flight with our company you had an inappropriate behavior and we have reasons to believe that this will happen again;
- 7.1.4. if you refuse to comply with our conditions regarding the content, form and sizes of your baggage;
- 7.1.5 if you refuse the performance of the security check for you or your baggage;
- 7.1.6 if you failed to pay the tariffs, charges or overcharges related to the flight, valid on the travelling date;
- 7.1.7 upon the request of the customs bodies, because you failed to fulfill the exit/entry conditions outside/inside the country;
- 7.1.8 if you submit an Electronic Ticket which was illegally obtained, from a company other than ours, from agents unauthorized by us or which was reported as being stolen or lost, which is a forgery or if you are incapable to evidence that you are the person recorded on the Electronic Ticket;
- 7.1.9 if you fail to observe our instructions regarding flight safety and security;
- 7.1.10 if you threaten or insult the members of the crew or our ground staff.

7.2 Denied Boarding attributable to the air carrier

In the event the air carrier is forced, for various reasons, to deny the boarding of a passenger who holds a valid travel ticket, the air carrier will act in accordance with the relevant international and European legislation, providing immediately the passengers concerned with compensation and the possibility to choose between:

- (a) reimbursement within seven days, of the full cost of the ticket at the price at which it was bought, for the unused part or parts of the journey, or
- (b) re-routing, under comparable transport conditions, to the final destination, either at the earliest opportunity or at a later date, at the passenger's convenience, subject to availability of seats.

In the case of paragraph (a), the passenger may choose to be reimbursed in the form of additional services provided by the air carrier, vouchers or credit.

7.3 SPECIAL ASSISTANCE

7.3.1 Acceptance for carriage of disabled persons, pregnant women, sick persons or other persons requiring special assistance depends on a prior arrangement with us. We accept for carriage children unaccompanied by an adult (UM), but no more than 4 (four) children for one flight.

Blue Air will consider unaccompanied minor (UM) all Romanian citizens, aged between 6 and 17 years included, who travel unaccompanied by an adult, and unaccompanied minors, other nationalities - aged between 6 and 13 years, included. Unaccompanied minors pay a fee of 60 euro/person/ international flight segment or 60 euro/person/ domestic flight segment in Italy or 20 euro/ person/ domestic flight segment in Romania. For situations in which passengers of other nationalities than Romanian, aged between 14 and 18, request assistance in the airport, the fee for unaccompanied minors will be paid.

Unaccompanied minors, aged between 12 and 18, traveling on domestic flights in Romania, do not pay the fee, except if they request assistance in the airport.

The unaccompanied minors can travel only on direct flights. This requirement is valid for both international and domestic flight.

In order to observe these requirements and restrictions and to perform all the formalities for the carriage of unaccompanied children, you must sign an agreement with us.

7.3.2 Assistance for persons with disabilities in accordance with Regulation (EC) no 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air

Given the principle of social inclusion and non-discriminatory treatment, disabled people and those with reduced mobility will receive the necessary assistance according to their special needs without being charged any additional fees.

We assume and guarantee carriage of disabled or reduced mobility persons in the following conditions:

- Sending a notification of the special assistance given at least 48 hours before the published departure time of the flight;
- In case the return flight was also contracted from our company, the notification must target this aspect too;

In the event that a person with a disability or reduced mobility is assisted by an accompanying person, the company will make all possible efforts to assign that person besides the person with disability or reduced mobility, provided a notice is sent to us at least 48 hours before the published departure time of the flight.

In the event that it is necessary to use a recognized assistance dog, with valid documents, it is embarked in the cabin provided a notification is sent to us at least 48 hours before the published departure time of the flight, and provided the person travelling assumes the obligation to comply with specific national law of the country of destination and with applicable internal rules on the transport of assistance dogs on board the aircraft, transport being done without additional fees.

In the event that we are announced through a notice given at least 48 hours before the flight that for a person with disability or reduced mobility it is necessary the transport of up to two pieces of mobility equipment, including electric wheelchairs, we assume their transport subject to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods, transport is done at no extra charge.

If necessary, flight attendants will provide assistance in moving to toilet facilities for disabled people or with reduced mobility.

Information Communication

Our company and its agents shall make publicly available to persons with disabilities or reduced mobility information regarding special assistance that can be given to them as well as essential information on the flight, in accessible formats and in at least the same languages as the information made available to other passengers. For further details visit the [Special Assistance](#) section.

In the event that our company or agents receive notice of a request for specific assistance, we undertake to transmit this information to all factors involved at least 36 hours before the published departure time of the flight.

As soon as possible after the departure of a flight, our company communicates to the governing bodies of the destination airport the number of disabled persons and persons with reduced mobility that are on board the aircraft and require specific assistance.

Training

We guarantee that all staff providing direct assistance to disabled persons and persons with reduced mobility has knowledge of how to meet these needs, we also provide training in the field of equality and understanding these needs, new employees participate in training on disability, and all staff benefit from refresher courses whenever necessary.

Refusal of carriage of disabled persons and persons with reduced mobility

Our company may refuse boarding and transport of a disabled person or person with reduced mobility in order to meet applicable safety requirements established by international, Community or national law or in order to meet safety requirements established by the authority that issued the air operator's certificate to the air carrier concerned, or if the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible.

In the event of this refusal the company, through its agents, shall make reasonable efforts to propose an acceptable alternative to the person in question.

Given the refusal, the person has the right to reimbursement or re-routing. In the event that the company or agent to invoke refusal for reasons listed in the previous paragraphs, shall inform the respective person of the reasons therefore, and on request, shall respond in writing within 5 working days of the request.

7.4 Pregnancy special conditions:

7.4.1 Providing the passenger's pregnancy has been without complications there is no

problem flying without medical certificate whilst pregnant until the 28th week. A form (Declaration of Indemnity) must be completed in the airport that the passenger is under 28 weeks of pregnancy.

7.4.2 Passengers who are between 28 and 36 weeks of pregnancy can travel only if a medical certificate is presented at the airport, certificate issued within 10 days before the date of travel and containing the following information: the estimated date of delivery, confirming that pregnancy is without complications, the complete name and telephone number of the doctor. The medical certificate must state that the respective passenger can travel by plane.

7.4.3 Blue Air cannot accept on board the passenger over 36 weeks of pregnancy.

8. BAGGAGE

8.1 WEIGHT OF BAGGAGE

8.1.1 Each passenger is entitled to a maximum of four pieces of baggage with the maximum dimensions of 100x80x30cm.

The maximum allowed weight for the checked-in baggage is either 23 kg per piece (small checked-in baggage) or 32 kg per piece (large checked-in baggage), according to what type of checked-in baggage each passenger has booked.

Baggage weight cannot be accumulated between two or more passengers.

The checked-in baggage will be charged according to the type of baggage (small baggage - 23 kg / large - 32 kg), the time of purchase, the travel period and the chosen route, in the following way:

baggage purchased during the booking process:

baggage of 23 kg - between EUR 10 and EUR 60;

baggage of 32 kg - between EUR 15 and EUR 80;

baggage purchased after the completion of the booking process:

baggage of 23 kg - between EUR 12 and EUR 62;

baggage of 32 kg - between EUR 18 and EUR 83;

baggage purchased at the airport during check-in formalities: EUR 60 / GBP 55 per bag per flight segment.

baggage purchased at the airport during check-in/ ticketing formalities: EUR 95 / 90 GBP per bag per flight segment for Larnaca – Birmingham – Larnaca and Larnaca – London – Larnaca flights.

baggage purchased at the airport during check-in/ ticketing formalities: EUR 80 / 75 GBP per bag per flight segment for Bucharest - Tel Aviv – Bucharest, Cluj Napoca – Tel Aviv – Cluj Napoca, Bucharest - Oslo - Bucharest, Bucharest - Majorca - Bucharest and Bucharest – Lisbon - Bucharest flights.

Children up to the age of 2 years old are allowed, free of charge, one piece of checked-in baggage, up to a maximum weight of 23 kg.

Strollers consisting of several parts, used for the child, shall be considered checked-in baggage, and any additional baggage shall be charged in accordance with the baggage tariff for adult passengers.

Passengers travelling with children aged between 2(two) and 5 (five) years of age are entitled to bring one stroller per child, free of charge. 8.1.2 Bicycles are accepted for transport only as checked-in baggage against a EUR 25/bicycle/flight charge.

8.1.3 For the transportation of sports equipment for golf, skiing, water skiing which weight does not exceed 32kg, a 30 Euros charge will be paid per passenger per flight segment. This requires packaging in a transport-suitable casing.

8.1.4 In the situation in which a passenger presents at the airport a small checked-in baggage that weighs more than 23 kg, the passenger will be charged a fee of 30 EUR per each baggage that does not comply with the weight limit.

8.2 ITEMS UNACCEPTABLE IN THE BAGGAGE

8.2.1 You shall not put in your baggage the following items:

8.2.1.1 Items which may jeopardize the safety of the aircraft or the passengers, the items provided in the Technical Instructions for the Safe Transport of Dangerous Goods by Air issued by the International Civil Aviation Organization (ICAO), in the instructions of the International Air Transport Association (IATA) and in our regulations (further details are available upon request).

8.2.1.2 Items the carriage of which is prohibited under the laws, rules, orders in force in any country of destination/departure.

8.2.1.3 Items which we deem as dangerous because of their shape, volume or weight. Information on unacceptable items may be provided upon request.

8.2.1.4 Radioactive Materials

8.2.1.5 Weapons and fire arms, lethal or non- lethal ammunition, other than those used for hunting or sport.

The following shall be an exception to this rule:

8.2.1.5(a) Weapons and fire arms and ammunition for hunting or target shooting which may be transported only as Checked-in Baggage according to our Carrier's Regulations. Such must be unclamped into components, packed accordingly and separated from the related ammunition. Ammunition must be transported pursuant to the Regulations on the Carriage of Dangerous Goods issued by ICAO and IATA. Such items must be declared upon check-in.

8.2.1.5(b) Panoply weapons, swords, daggers and other similar items which may be carried only as Checked-in Baggage according to our Rules of Carriage. Such shall be declared upon check-in.

8.2.1.5(c) Knives for domestic use and other similar items carried only as Checked-in Baggage according to our Rules of Carriage. Such items shall be declared upon check-in.

8.2.2 You must not introduce in your Checked-in Baggage money, jewelry, precious metals, laptop computers, personal electronic items, important papers, documents, passports or other identity documents. The failure to observe such recommendation exonerates us from any liability related to the loss, deterioration or destruction of the above-mentioned items, which may occur during handling or transportation.

8.3 CHECKED-IN BAGGAGE

8.3.1 When your Checked-in Baggage is handed over for check-in, it gets in our custody and we shall issue an Identification Baggage Tag.

We recommend you specify on the Checked-in Baggage your name, address and a telephone number where you may be contacted.

8.3.2 The Checked-in Baggage shall be carried in the same aircraft as you. If this is not possible for reasons independent of our will we have the obligation to carry it to your destination specified on the electronic ticket, as soon as possible.

8.3.3 The Catania and Naples airports charge a tax of 8 Euro, respectively, 5 euro, for collecting the baggage fee.

8.3.4 BAGGAGE WITH DECLARED VALUE FOR CARRIAGE ON FLIGHTS OF BLUE AIR

1. As an operating air carrier, Blue Air may accept a passenger's baggage for carriage with declared value, which may be higher than the limitations 1,131 Special Drawing Rights - SDR, provided that the passenger had met certain conditions.

The passenger should state his intention to register his baggage with declared value to the following Blue Air email address: bbugcxh@blueair.aero submitting the completed declaration and supporting documentation (invoice, bills etc.) at least ten working days before the date of travel to receive a prior acceptance.

2. The passenger states his intention to register his baggage with declared value provided that within the time limit set forth in the preceding paragraph 1 he had met the following requirements:

2.1. The passenger is in possession of a valid ticket for carriage on a Blue Air flight.

- 2.2. The passenger declares his baggage value for carriage.
- 2.3. The limitation of liability for declared value is 4,000 euro.
- 2.4. The passenger must submit an inventory of the items to be carried with declared value, bearing his own signature at the above-mentioned email address.
- 2.5. The passenger must declare that the packing of the baggage shall be his obligation and the Carrier shall bear no responsibility for the said packing.
- 2.6. The passenger must declare his consent that the baggage should be inspected immediately before travel in order to check the match of its contents with the declared value and the presented inventory, as well as compliance with the obligation undertaken under the preceding subparagraph 2.5.
- 2.7. The passenger shall pay an additional charge to the amount of 50 EUR from the declared value.

3. Upon meeting the requirements set forth in paragraph 2 the relevant employee of Blue Air shall issue by a document for the value under subparagraph 2.7

4. Before submitting his luggage for registration the passenger must contact the responsible employee of Blue Air at least three hours before the flight in order to fill in a [Declaration for Declared Value](#) and to ensure the actions specified in subparagraph 2.6 to be carried out. The Passenger may not pack his baggage in a way that hinders its inspection, or in a packaging that could be destroyed by the inspection.

5. Should the inspection carried out under subparagraph 2.6 establish a mismatch between the baggage and the declared value and/or the presented inventory, the Carrier shall be entitled to refuse carriage of the said baggage under the terms and conditions of the submitted Declaration for Declared Value and transport it under general terms and conditions instead (as a registered baggage without declared value). In such cases the fee, paid by the passenger under subparagraph 2.7, will not be reimbursed.

6. The passenger may not submit for carriage baggage with declared value in unsuitable containers, e.g. cardboard boxes, bags, sacks, backpacks, soft-sided suitcases, etc., that are incapable of securing the integrity of the baggage and must not include the following: money, jewelry, precious metals, keys, cameras, computers, medicines, spectacles, sunglasses, contact lenses, watches, mobile phones, personal electronic devices, negotiable papers, securities, cigarettes, tobacco or tobacco products or other valuables, business documents, passports, artifacts, paintings or other type of art and other identification documents or samples.

7. Should the inspection carried out under subparagraph 2.6 establish that special packaging is necessary for securing the integrity of the baggage, or of items contained therein, or of the container itself, the passenger must comply with the requirements posed by the inspecting employee, otherwise the Carrier is entitled to exercise its rights under subparagraph 5.

8. The passenger shall register his baggage by presenting the document issued under paragraph 4, bearing an inscription that the inspection has been carried out.

9. In case of a roundtrip ticket the passenger must fill in two Declarations for Declared

Value, one for each leg of the journey. In such a case each declaration shall be processed under the above-mentioned procedure separately, independent of each other.

10. Blue Air will accept for carriage baggage with a Special Declaration for Declared Value only in case it is the "operating carrier" on the respective flight sector.

11. Upon completion of the flight the passenger may claim his luggage by presenting a baggage tag and the document specified in paragraph 4.

8.4 CABIN BAGGAGE

8.4.1 Only one free of charge small carry-on bag is permitted. This must not exceed 6 Kg in weight and must not measure more than 40 cm x 30 cm x 20 cm (length x width x height). The total dimensions of each piece of baggage includes all its parts (i.e. wheels, handles, outer pockets, etc.). Any other personal items (i.e. a purse or bag), as well as any electronic devices (i.e. camera, tablet, laptop, etc.) must be contained in this baggage.

Additionally, each passenger may travel with products purchased from Duty Free stores inside the airport, packaged and sealed in Duty Free bags.

Children are not allowed a piece of cabin baggage, but they may benefit from the advantages provided in article 8.1.1.

Musical instruments admitted by security control maybe carried onto the flight, provided they comply with the provisions of article 8.4.1. If a musical instrument exceeds the specified dimensions and/or weight, the passenger shall be charged the amount equivalent to an additional seat, if one is vacant, in order to ensure transport of the instrument in the cabin.

8.4.2. With the exception of the provisions of art. 8.4.1., passengers who have purchased Priority Boarding are permitted an additional piece of cabin baggage (the second piece of carry-on baggage), which must not exceed 10 kg in weight and measure no more than 55 cm x 40 cm x 20 cm. Passengers may purchase this option through the Company's website or through the Blue Air Call Center, subject to a fee of between EUR 6 and EUR 22 (depending on their destination airport), or directly from the airport for a fee of EUR 15 (for domestic routes) or 30 EUR (for international routes). Priority Boarding is inclusive for passengers who have purchased tickets for the Classic and Premium travel classes.

8.4.3 In the event that a passenger shows at the check-in desk or boarding gate with a small piece of carry-on luggage, which does not comply with the dimensions or weight specifications in article 8.4.1, or with an additional cabin bag, the passenger shall be charged for Priority Boarding. If the passenger has already purchased Priority Boarding, any excess baggage not complying with the dimensions and weight specified in article 8.4.1 shall be taken as checked-in baggage and the passenger shall

be charged an emergency fee of 70 EUR/65 GBP/350 RON per piece/passenger/flight leg. For the Larnaca–Birmingham–Larnaca and Larnaca–London–Larnaca flights, the fee shall be charged a fee of 100 EUR/95GBP/500 RON per piece of baggage/passenger/flight leg, and for the Bucharest–Tel Aviv–Bucharest, Cluj–Tel Aviv–Cluj, Bucharest–Palma de Mallorca–Bucharest, Bucharest–Oslo–Bucharest and Bucharest–Lisbon–Bucharest flights a fee of 90 EUR/85GBP/450RON per piece of baggage/passenger/flight leg will be charged.

8.4.5 In compliance with the Conditions of Carriage, prior to boarding all passengers must weigh their carry-on baggage to ensure it fully meets size requirements (including handles, wheels and any possible protrusion). This service is available at the check-in desk and at the boarding gate. The check-in/boarding personnel have the right to check passengers baggage to ensure it fully complies with provisions of these Conditions of Carriage.

8.4.6 We reserve the right to refuse transport of any carry-on baggage not complying with the provisions of article 8.4.1, and where the passenger does not meet the requirements of the provisions of article 8.4.3. Passengers who fail to comply with the Conditions of Carriage for carry-on baggage may be refused boarding should they not allow their baggage to be stored in the aircraft hold.

Blue Air will not be held accountable for any damage caused by passengers, should they refuse to comply with these conditions of carriage.

8.6 LIVE ANIMALS

8.6.1 In the passengers cabin it is permitted to carry small living animals belonging to the PET category (pet + cage in a total of maximum weight of 6 kg.) cats or dogs, in special cages with the maximum dimensions of 45x30x23cm, the owner having the responsibility to transport the cage under the seat in front. In this case, the transportation is against a EUR 35 charge/animal/ flight segment if the ticket is purchased via our web page or via the Reservation and Customer Service Department and 50 EUR charge/animal / flight segment if the ticket/SSR is purchased at the airport as part of the check-in procedures.

Passengers traveling with PET (dog or cat + cage of maximum 6kg) in the airplane cabin must go to the check-in desk in the airport at least 90 minutes before departure, with the documents mentioned in art. 8.6.4, to carry out the necessary formalities related to the PET. Passengers traveling with PET are required to go to the check-in desk even if the online check-in was made and/ or passengers have no baggage to register.

8.6.2 Carriage of average living animals, dogs or cats is permitted in the aircraft hold provided that such animals are kept in standardized cages according to IATA Regulations, cages with the maximum dimensions of 120 cm x 80 cm x 80 cm, and

that their number does not exceed three on one flight. The carriage shall be made against payment, at the tariff of EUR 75 charge/animal / flight segment applicable on the gross weight (cage and animal- max 32KG) if the ticket is purchased via our web page or via the Reservation and Customer Service Department and 100 EUR charge/ animal/ flight segment if the ticket/SSR is purchased at the airport as part of the check-in procedures.

If the total weight of the animal + the cage exceeds the designated 32 kg, a tax of 60 EUR/ 60 GBP will be imposed, tax that can be paid only during check-in formalities.

Container requirements

Animal containers must meet the IATA Live Animal Regulations (LAR) container requirements.

In general, containers must:

- be large enough that the animal can stand upright, turn and lie down in a natural manner.
- be solid, clean, closed, leak-, escape- and claw-proof.
- give the handling person protection from being clawed or bitten by the animal
- prevent the animal from damagepan>
- prevent any part of the animal to protrude from the container
- be adequately ventilated on at least 3 sides.
- hold food and water containers with access provided
- be provided by the passenger.

NOTE: Soft sided 'Pet bags' are not suitable for transportation of animals in hold.

8.6.3 Only dogs and cats may be carried in the passenger cabin, as well as in the aircraft hold, and only under the conditions mentioned in the Articles of Chapter 8.6.

8.6.4 In order to travel with a pet in an EU State, live animals must meet the following requirements:

- have a microchip implanted under the skin;
- have a health certificate;
- have a valid rabies vaccine, in accordance to the following EU legislation:
http://ec.europa.eu/food/animals/pet-movement/eu-legislation/non-commercial-eu_en
- have a passport for animals, issued by the veterinarian.

8.6.5 For the domestic flights operated in Italy, live animals must meet the following requirements:

- have a microchip implanted under the skin;
- have a health certificate;

8.6.6 For the flights operated to/from Cologne, to Great Britain and from London (Luton), no live animals may be transported either in the passenger cabin, or in the hold.

Starting with January 1st, 2012, for all flights to/from Ireland, live animals (cats and dogs) can be transported under the conditions mentioned above (articles 8.6.1, 8.6.2 and 8.6.3), plus the conditions available [here](#).

8.6.7 For passengers traveling with a pet in cabin, the allocation of seats will be on the penultimate row, in order not to create any discomfort to other passengers.

8.7 HUMAN REMAINS

8.7.1. Human remains are not acceptable for carriage on any passenger aircraft for any destination.

8.7.2 Carriage of human ashes is acceptable subject to a prior arrangement.

8.8 WEAPONS AND AMMUNITION

8.8.1 To transport a weapon you must comply with the legislation for weapons and ammunition and must have a permit to carry it. The weapon must be transported in the checked-in baggage, disarmed, with the ammunition separately packed. According to IATA regulations, a passenger cannot carry more than 5 kg of ammunition/ flight.

8.8.2 The tax for transporting a weapon is 60 EUR/ piece/ flight segment, payable online, or at the check-in, as a Special Service Request.

The company reserves its right to change the regulations concerning the weight, dimensions and the taxes for the baggage for all Blue Air flights, before the beginning of the journey, by announcing these changes on the company's website within the section "News" or "Terms and Conditions of Carriage".

9. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1 SCHEDULE

9.1.1 Our operation schedule is the one published in the booking system, leaflets or other presentation forms. The flight times appearing in the schedule may be changed during the period comprised between the date of publication and the date on which your travel is scheduled. Any amendment occurring in our operation schedule shall be introduced in the booking system.

9.1.2 Before confirming the reservation we will inform you of the flight schedule in force on that date, which shall be printed on your Electronic Ticket. If you provide us with your contact details, we undertake to inform you of any modification. If, after you purchased the Electronic Ticket, we make a significant change in the schedule on

which you do not agree and we cannot book another flight convenient to you, you may request repayment according to Article 10.2.

9.2 FLIGHT CANCELLATION

In the event the air carrier is forced, for various reasons, to cancel a scheduled flight for which it has sold travel tickets, the air carrier will act in accordance with the relevant international and European legislation, allowing the passengers concerned to choose between:

(a) reimbursement within seven days, of the full cost of the ticket at the price at which it was bought, for the unused part or parts of the journey, or

(b) re-routing, under comparable transport conditions, to the final destination, either at the earliest opportunity or at a later date, at the passenger's convenience, subject to availability of seats.

In the case of paragraph (a), the passenger may choose to be reimbursed in the form of additional services provided by the air carrier, vouchers or credit.

10. REPAYMENT

10.1 Pursuant to the terms provided herein, no Electronic Ticket shall be refunded. The Electronic Ticket may be exchanged for another flight at the same tariff or at a higher tariff, if possible, the payment of an exchange charge and a tariff difference being necessary. All the details in connection with this issue may be found in our Carrier's Rules, listed on our Internet page, or may be communicated to you upon request. Please verify the charging modality before purchasing the Electronic Ticket.

10.2 If we cannot fulfill our transport obligations according to the Carriage Agreement, we will pay you back the tariff you paid to us, totally or partially, pursuant to this Article.

10.2.1 The amount specified on the Electronic Ticket shall be paid back in full if we cancelled the flight and cannot provide other options to you.

10.2.2 If we cancel the flight of a segment of the route specified on the ticket, the amount returned shall be equal to the difference between the tariff paid for the entire route and the tariff applicable for the non-traveled segment.

10.2.3 Repayments shall be made only to the persons whose name is specified on the Electronic Ticket or to those who made the payment, against submission of the unused ticket or coupon and of the fiscal receipt.

10.2.4 The applications for repayment shall be made in writing and sent to the address mentioned at the end of the Terms and Conditions of Carriage.

10.3 CURRENCY

The repayment shall be made in the same currency as the one used for the payment of the Electronic Ticket.

10.4 CREDIT / DEBIT CARD CHARGE

No credit / debit card charges or other forms of payment shall be paid back, except for the cases when the flight is cancelled by us.

10.5 OPTIONS FOR REPAYMENT

If you accept another form of repayment, the provisions hereof shall apply to the respective form of repayment.

10.6. CREDIT

A credit (voucher) represents a discount that Blue Air offers you when purchasing new tickets with our company.

The validity of the credit includes the available flight schedule and can be used up to the end of this flight schedule.

There is no physical or electronic credit; it will be used only as means of payment when booking new tickets and/or Blue Air services.

Tickets for which credit is approved will have a comment in accordance with the stipulations provided by email. To make use of the credit you must contact us by phone: CALL CENTER numbers available [here](#), and tell us the reservation number of the tickets with approved credit. The difference between the price of the tickets you are going to buy and the credited amount will be paid with a Visa or MasterCard, activated for online payments.

If you want to benefit from credit and contact a Blue Air operator that offers you a price quotation, you must know that that price is not fixed and can vary depending on the availability of fare classes in the system.

Any credit agreement represents a special situation that requires an approval from the Blue Air company. Once a credit is approved, its value will not be reimbursed.

11. CONDUCT ABOARD AIRCRAFT

11.1 GENERAL ISSUES

11.1.1 If we deem that your behavior aboard the aircraft jeopardizes the aircraft or any person or good aboard, or disturbs the members of the crew during the flight, or does not comply with the instructions of the crew, including those relating to smoking, drug or alcohol consumption or if you behave in such a manner as to trigger discomfort, inconveniences, damages or injury of passengers or members of the crew, we may take any measures necessary to prevent the continuation of such conduct, including immobilization. You may be disembarked and may not be allowed to make any future

travel at any time and may also be held liable under criminal law for the offences perpetrated aboard the aircraft.

11.1.2 If, because of your conduct, we are forced to divert the aircraft to a destination that had not been previously established and compel you to leave the aircraft, you shall pay to us all the costs resulting further to such fortuitous landing and the potential penalties imposed on us by the authorities of the country where we landed.

11.1.3 To avoid any misunderstandings, you are not allowed to have alcoholic drinks which were not purchased aboard our aircraft. We reserve our right to refuse to offer or sell alcoholic drinks to any passenger aboard the aircraft if he/she is already in a state of inebriation.

11.2 ELECTRONIC DEVICES

For flight safety reasons, we may forbid or restrict the use of electronic devices aboard the aircraft, including mobile phones, laptops, mobile recorders, portable radios, CD players, electronic games or transmission/reception devices, including remote-controlled toys.

12. CARRIER'S ARRANGEMENTS FOR ADDITIONAL SERVICES

Based on the contract of carriage and the contractual terms between the passenger and Blue Air, the company undertakes to ensure for the passenger's food and drinks, on demand and for a price, during the trip.

If we make arrangements for and on your behalf with a third party in order to supply to you services, other than carriage by air, or if we issue a ticket or a voucher in connection with the carriage or the services (other than carriage by air) provided by a third party such as hotel reservations or car renting, in performing this we act solely as your agent. In such case, the terms and conditions of the third party shall apply. We shall be liable to you only in case we are guilty of negligence in connection with the conclusion of such arrangements.

13. ADMINISTRATIVE FORMALITIES

13.1 GENERAL ISSUES

13.1.1 You have the responsibility to obtain all documents and visas necessary for the travel.

13.1.2 We are not liable for the consequences resulting from the impossibility to obtain the necessary documents or visas.

13.2 TRAVEL DOCUMENTS

Prior to the travel, you must submit all exit, entry and health documents or other documents required by the laws, rules, orders or requirements of the countries involved and you must allow us to make and keep copies of such documents. We reserve our

right to refuse the carriage unless you observe such requirements or if your travel documents are inappropriate.

13.3 REFUSAL OF ENTRY

If your entry in a certain country is refused, you are liable to pay all fines or fees imposed on us by the government of the respective country and the cost you paid for your carriage from that country. We shall not pay you back the tariff you paid for your carriage to the to the country where your entry was prohibited.

13.4 PASSENGERS' LIABILITY FOR FINES, DETENTION COSTS, ETC.

If we are compelled to pay fines or penalties or to incur expenses resulting from your failure to observe travel-related laws, rules, orders or requirements of the countries involved or from your impossibility to submit the necessary documents, you shall pay us back, upon request, any related amount or expense. For such purpose, we may use the equivalent amount of the unused segments on your Electronic Ticket or any other funds which belong to you but are in our possession.

13.5 CUSTOMS INSPECTION

Upon request of the customs personnel or of another governmental official, you will have the obligation to submit your baggage to the customs inspection. We shall not be liable for any loss or damage occurring during such verifications or due to your failure to observe such requirements.

13.6 SECURITY INSPECTION

Prior to embarkation, you have the obligation to undergo the security check, both for you and your baggage.

13.7 INTERRUPTION IN CASE OF EMERGENCY DURING THE FLIGHT

If you get sick when you are aboard the aircraft and we deem that an emergency landing on the nearest airport in order to receive the necessary medical assistance is for your interest, you will be liable for the payment of the medical expenses and the accommodation costs for your family or friends accompanying you and for the future costs related to your carriage from the unplanned stoppage point to your final destination. We recommend you to have a medical and transport insurance valid for the period of your travel.

13.9 PERSONAL DATA

Passengers or clients agree that Blue Air may use their personal data (name; mail address; phone number; etc) in order to make possible the electronic transaction and to store such information.

14. LIABILITY FOR DAMAGE

14.1 Our liability shall be determined by our Terms and Conditions of Carriage. Our liability is limited and we recommend you to take out adequate insurance for the travel you are to make.

The provisions regarding our liability are the following:

14.1.1 Except for the cases provided by the Romanian and EC Regulations, our carriage shall be subject to the rules and limitations in connection with the liability established by the Convention provided that the carriage is an international carriage to which the Convention applies. The following conditions shall apply to all our transports (whether or not in accordance with the Romanian and EC Regulations):

14.1.2(a) Any liability we may have for damages shall be reduced by any negligence from your part that causes or contributes to the damage according to the law in force.

14.1.2(b) We shall be held liable only for the damages occurring during the flight or on the flight segments where our code (BMS, 0B) appears in the air carrier's box on the Electronic Ticket for the respective flight or flight segment.

14.1.2(c) We are not liable for the loss or lack of contents of your Carry-on Baggage, unless such baggage was taken over by a member of the crew in order to store it in a place other than the one especially designed for such type of baggage.

14.1.2(d) Our liability for the loss or lack of contents of the Checked-in Baggage shall be restricted to SDR 19 per kilogram, and not by the value of the missing objects; in the case of the Carry-on Baggage, the responsibility shall be limited to maximum SDR 332 per passenger, subject to the mention that if different liability limits apply according to the laws in force such limits shall prevail. If the weight of the Checked-in Baggage is not recorded upon check-in, the indemnity shall be calculated at the standard weight of 32 kilos.

14.1.2(e) Except for the cases when specific provisions exist herein, we are liable to you only for the indemnities to which you are entitled, for the losses evidenced and for the costs according to the Convention.

14.1.2(f) We shall not be liable for the damages caused to the goods which must not be included in the Checked-in Baggage and which are described under article 8.2, including fragile or perishable items, items of a special value such as money, jewelry, precious metals, computers, personal electronic devices, documents, securities, or other goods, papers, passports and other identification documents or samples. If the baggage contains perishables (food, drink), the company reserves the right to remove and quash these items without any compensation to the passenger.

14.1.2(g) The Carriage Agreement, including these Terms and Conditions of Carriage and the liability exclusions or limitations shall apply to our Authorized Agents, employees and representatives in the same manner as they apply to us. The total amount which may be recovered from us and from such Authorized Agents, employees, representatives and persons may not exceed our liability, if any.

14.1.2(h) Nothing in these Terms and Conditions of Carriage cancels exclusions or limitations of liability specified in the Convention or in the laws in force, unless this is expressly provided.

14.1.2(i) For all the Blue Air destinations, the responsibility related to the fulfillment

of the border crossing conditions shall be totally incumbent on passengers. Blue Air shall not be held liable in relation to the Rules and Regulations regarding border crossing by passengers.

14.1.2(j) In case of passenger delay we are liable for damage unless we took all reasonable measures to avoid damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs (approximate 5,032 EUR).

In case of a baggage delay we are liable for damage unless we took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability is limited to 1,131 SDRs (approximate 1.213 EUR).

In the event claimant fails to mitigate damages or has contributed to the emergence of damage, the amount of the claims for damages shall be reduced by the amount which relates to the claimant's contribution. In particular, claimant is obligated to make timely, reasonable and adequate replacement purchases.

14.1.3 For further details on the delay, destruction, loss or damage of your baggage please read [this document](#).

14.2 SPECIAL ARRANGEMENTS

In situations which may result in the death, hurting or bodily injury of the Passenger further to an accident occurring aboard an aircraft of our company or during the embarking and disembarking operations during a flight performed by us:

14.2.1 We shall not use any defense provided under Article 20 of the Convention or any other similar defense existing according to the law in force, in connection with the application that does not exceed SDR 113100;

14.2.2 We shall make, without delay and during a period that does not exceed 15 days after the date when the identity of the person entitled to compensation was established, advance payments to the person having immediate economic needs, proportionally to the damages incurred (the amount shall not be lower than SDR 16,000 per Passenger in case of death). Any advance payment shall not represent acceptance of liability and may be reduced from our next payments, but it shall be returned if the negligence of the Passenger or of the person who received the payment caused or contributed to the damage, or if the person who received the payment is not the person entitled to compensation; THEREFORE we reserve all the other forms of defense (provided by the Convention or not) and all rights of recourse against other persons, including (but not limited to) rights of contribution and indemnity.

14.3 As regards the advance payments to be made under Article 14.2.2 or any other form deemed as a EUR equivalent of an amount from SDR:

14.3.1 The EUR equivalent shall be calculated at the currency exchange rate established by the International Monetary Fund for the respective date;

14.3.2 If Romania has not introduced EUR as legal currency on the respective date, any payment or, as the case may be, any interpretation of the amount shall be made in

ROL further to the conversion of the exchange rate from ROL into EUR for the respective date of payment or calculation, as the case may be.

14.4 We confirm to you that we have liability insurance per passenger of at least SDR 100,000 and of no less than the minimum amount stipulated by the Romanian Civil Authority.

14.5 When the carriage complies with the Romanian and EC Regulations, for applications exceeding SDR 100,000, we may be exempted from payment if we can evidence that our company or our agents took all the precautionary measures necessary to avoid the damage or that it was impossible for us or our agents to take those measures.

15. DEADLINE FOR SUBMISSION OF CLAIMS OR ACTIONS

For any irregularity (loss/ damage/ theft of baggage) the passenger must report to the Blue Air Lost & Found Office, located in the airport, for the PIR (Property Irregularity Report) before leaving the airport.

MINOR DAMAGE LUGGAGE

The air carrier does not take responsibility for baggage stained with certain substances (wine, oil, food, or the like) or for baggage who suffered minor damage (for example, scratches, dents, stitch rupture caused by excess weight, loss or damage to additional baggage accessories that were not provided by the manufacturer and does not affect its normal use – such as ciphers, keys, locks, name tags, belts, covers) that may result from normal wear and tear of the baggage.

In exceptional cases, the Airline may, at its discretion, provide a voucher when the checked-in baggage sustained a minor damage due to the bad handling of the baggage.

No PIRs are made for damaged baggage of passengers who choose to travel with them and have already been compensated.

(If the checked-in baggage is damaged or does not arrive with the same flight as the owner and if the passenger does not submit a report upon arrival, Blue Air will disclaim responsibility.)

15.1 NOTIFICATION OF CLAIM

15.1.1. Receipt of the baggage by the holder of the Identification Tag without registering a PIR, before leaving the baggage claim area of the airport of arrival, represents sufficient proof that the luggage was delivered, in good conditions and in accordance with the Transport Agreement, by the carrier. In accordance with (EC)

Regulation no. 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Regulation (EC) no. 2027/1997 regarding the liability of the airline operators in case of accidents, in case of loss or damage of a checked baggage, the passenger is obliged to file a written complaint within 7 (seven) days from the registration of the PIR, and in case of delayed baggage, the passenger is obliged to file a written complaint within 21 (twenty-one) days from the registration of the PIR.

15.1.2. It is mandatory for passengers to ask for a copy of the completed property irregularity report (called PIR) when any type of damage is noticed. This report is filled-in by an employee of the Lost and Found department in the airport with the information provided by the passenger. The PIR is not an official complaint, it is an internal document of the airline/ handling company used to identify the luggage.

15.1.3. Blue Air will not be held responsible for luggage mistakenly identified by another passenger. The passenger who mistakenly identified the baggage is responsible for all costs incurred by both passengers involved.

15.1.4. If you wish to contact the Lost & Found department, you can do so at ll@aerokraft.ro or phone numbers: +40745 313 411.

15.1.5. Lost luggage can only be received at the airport. Lost luggage cannot be delivered to the home of the passenger.

15.2 LIMITATION OF ACTIONS

Any right to indemnity shall be cancelled unless an action is initiated within 2 years after the date of arrival at destination or after the date when the aircraft was scheduled to arrive or on the date when the carriage stopped. The decision of the court where the case is judged shall impose the method for the calculation of the limitation period.

15.3 MODIFICATION AND CANCELLATION

No agent employed by or representing us is entitled to modify or cancel any provision of these Terms and Conditions of Carriage.

15.4 TIME OF RESPONSE TO COMPLAINTS

Starting with 05.02.2018, Blue Air undertakes to reply to any type of complaints (to which all necessary documents / evidence has been attached) within 60 days of receipt. To rule out any doubt, if the complaint is incomplete (the necessary documents / evidence attached to the complaint is incomplete), the above-mentioned term will run from the date Blue Air receives the complete documents necessary to solve the complaint. Therefore, in order to settle all complaints amicably and thus to reduce the number of cases pending before the courts, the passenger undertakes to respect the 60-day term before addressing any judicial authority. If the passenger chooses to have recourse to legal assistance from the initial stage of filling the complaint, the lawyer's fees will remain the sole responsibility of the passenger.

Complaints may be submitted by filling the form [here](#), containing first and last name of passenger, booking number, number and date of flight, departure and arrival points, as well as the reason for claiming compensation.

15.5. For flights departing from or arriving to cities within Italy, as well as for flights that have both departure and arrival points on the territory of this country, the term of response to complaints is six weeks (42 days), in accordance with the stipulations of art. 2.4 of The Passengers' Bill of Rights by ENAC ("Ente Nazionale per l'Aviazione Civile"). All other above-mentioned stipulations will apply.

16. INTERPRETATION

The titles of each Article of these Terms and Conditions of Carriage are for convenience only and may not be used for the interpretation of the text.

17. CHOICE OF LAW AND JURISDICTION

Unless otherwise provided under the Convention, the laws, government rules, orders or requirements in force:

- (a) These Terms and Conditions of Carriage shall be governed by the laws of Romania;
- (b) Any misunderstanding arising between you and us in connection with or resulting from such carriage shall be subject to the non-exclusive jurisdiction of the Romanian courts.

18. TRANSFER

18.1 Bus Transfer

Along side the Blue Air ticket you can acquire the coach transfer. Blue Air will provide you with the coach transfer service from:

Constanta/Brasov to the Otopeni Airport, and back, service provided by our partner, Direct Aeroport.

Infants of ages between 0 and up to 2 travel free of charge (they will not have a separate seat and will travel on the lap of the parent).

Our partners Direct Aeroport accept a maximum of 2(two) checked-in baggage and 1(one) carry-on baggage per passenger.

Prohibited items:

Bikes

Weapons

Animals

Sport Equipment

If due to the fault of Direct Aeroport, the passengers are tardy at the airport/lose their flight, Direct Aeroport are obliged to respect and apply the regulations as seen in the EC261/2004 and only reimburse Blue Air with the money equivalent of the sold tickets and not other services which the passenger would benefit at the destination. Blue Air will then reimburse the passengers who are eligible for a refund of the tickets.

If Blue Air suffers any delays, Direct Aeroport are obliged to accept Blue Air passengers on the first transfer which has available seats without incurring any additional charge.

Details related to the transfer schedule, place to embark, and so on can be found [here](#).

19. AIR CARRIER INFORMATION

19.1. We take the responsibility to inform you about the identity of the air carrier/carriers, regardless the method of purchasing the ticket.

The flights sold on <http://www.blueairweb.com> are operated by S.C. Blue Air Aviation S.A. or the company identified as air carrier in the process of selling the tickets.

19.2. Flights operated by Blue Air in Codeshare agreement

19.2.1. Blue Air, as the air carrier contractor, shall inform the passengers, at the moment of the reservation, about the identity of the Airline or Airlines actually operating the flight.

19.2.2. The passenger has the right to initiate a claim or ask for refunds and compensations from either operating air carrier or contractor air carrier.

19.2.3. The passenger shall always verify the terms and conditions of the operating air carrier.

19.2.4. SKY EXPRESS ([Terms and conditions of Sky Express](#))

19.2.5. Cyprus Airways ([Terms and conditions of Cyprus Airways](#))

19.2.6. Alitalia ([Terms and conditions of Alitalia](#))



S.C. Blue Air-Airline Management Solutions S.R.L.
Sos. Bucuresti - Ploiesti, nr. 42-44, sector 1, Bucuresti
Baneasa Business & Technology Park, cladirea A, aripa A1, et 3
Reg. Com. J40/5103/17.04.2013, RO 31525574

