

**General Terms and Conditions of Sale and Carriage  
Effective as of March 18, 2024**

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## ARTICLE 1 - DEFINITIONS

The terms used in these General Terms and Conditions of Sale and Carriage, which are listed below, have the following meanings (in singular or plural):

**Authorized Agent:** means any agent that sells Tickets to Passengers and has been appointed by St Barth Executive to represent it in selling an air carriage service on the Carrier's routes.

**Baggage:** means the personal items accompanying the Passenger on the Flight. Unless otherwise specified, this term refers to both Checked Baggage and Unchecked Baggage.

**Checked Baggage:** means Baggage that St Barth Executive takes into custody and for which St Barth Executive has issued a Baggage Identification Card. This Checked Baggage travels in the hold of the aircraft.

**Carry-on Baggage (or Hand Baggage):** means all Baggage, with the exception of Checked Baggage. Passengers carry it with them on the aircraft. Carry-on Baggage remains in the Passenger's custody.

**Ticket:** means a valid document establishing the Passenger's right to carriage by St Barth Executive. This document is issued to the Passenger by St Barth Executive or an Authorized Agent, in the form of an Electronic Ticket or a Document of carriage.

**Supplementary Ticket:** means a ticket whose issue is made necessary by the large number of coupons in a main Ticket, which together constitute a single Contract of Carriage.

**Carrier Designator Code:** means the code consisting of two or three letters and a number identifying an airline. This designator code appears on the Ticket next to the flight number.

**General Terms and Conditions of Sale and Carriage:** means these General Terms and Conditions of Sale and Carriage of Passengers or, as the case may be, those of the Carrier providing the carriage service.

**Consumer:** means any natural person who has purchased a Ticket to travel for purposes that do not fall within the scope of their commercial, industrial, artisanal or liberal activity.

**Convention: means,** as the case may be, one of the following conventions or any convention amending and/or replacing these **conventions:**

- the Convention for the Unification of certain Rules relating to International Carriage by Air of October 12, 1929 (hereinafter referred to as the Warsaw Convention),
- the Hague Protocol of September 28, 1955 and Montreal Protocol Nos. 1, 2 and 4 of 1975, amending the Warsaw Convention,
- the Guadalajara Supplementary Convention of September 18, 1961,
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on May 28, 1999 (also known as the Montreal Convention).

**Exchange Coupon:** means a voucher with a face value and conditions of use, issued by St Barth Executive to the Passenger in exchange for the cancellation of a Ticket, where this voucher may be used by the Passenger to pay for subsequent reservations.

**Damage:** means any loss of life or personal injury suffered by a Passenger or any delay suffered by a Passenger, or any material or pecuniary loss, whether total or partial, or any delay in connection with Baggage arising out of or in connection with air carriage or other services offered by St Barth Executive or its subcontractors in the context of air carriage.

**Special Drawing Rights (SDRs):** means special drawing rights, as defined by the International Monetary Fund.

**Stopover:** means an intermediate stop during a journey, with the exception of the departure and destination airports, which are indicated on the Ticket or in the timetable as scheduled stops on the itinerary.

**Baggage Identification Card:** means the document given to the Passenger that is intended to identify each item of Checked Baggage individually.

**Force Majeure:** means any unforeseeable, external event that is difficult to overcome, preventing the performance of all or part of the obligations arising from the contract of carriage. In particular, the following are considered to be cases of Force Majeure: war, civil war, riots, acts of terrorism, terrorist attacks, natural disasters, explosions, fires, strikes and industrial disputes involving the Carrier's employees or third parties, bad weather, shortages or very significant increases in the price of kerosene.

**Check-In Deadline:** means the deadline determined by St Barth Executive as indicated on the Travel Itinerary, Ticket or Reservation by which the Passenger must have completed check-in formalities, including for their Baggage, and be in possession of their boarding pass.

**Travel Itinerary and Receipt:** means one or more documents issued on paper or in electronic format to Passengers travelling with Tickets. This or these documents include the Passenger's identity, information about the Flight, and a receipt.

**Passenger:** means any natural person in possession of a Ticket who is being carried or will be carried onboard an aircraft, with the exception of crew members; or, in the case of a Ticket refund, it is the person who paid for the Ticket.

**Transit Passenger:** means a Passenger arriving at an airport to continue their journey to another country:

- on the same Flight from that airport;
- on a Connecting Flight from that airport;
- on a Connecting Flight from another airport;
- on a Flight continuing on the same route from that airport.

**Codeshare:** means a Flight operated either by St Barth Executive or by an air carrier with which St Barth Executive has associated its Designator Code.

**Validity Period:** means the period for which the Ticket is valid for carriage purposes.

**Carrier's Regulations:** means the specific rules of St Barth Executive concerning, in particular, unaccompanied children, Passengers with reduced mobility, pregnant women, sick Passengers, the carriage of pets, restrictions on the use of electronic devices onboard the aircraft, the prohibition of smoking and consuming alcohol on board, items that may not be carried in Baggage, and limits on the dimensions, size and weight of Baggage.

**Reservation:** means a request for carriage that is made by a Passenger and has been registered by St Barth Executive or an Authorized Agent.

**St Barth Executive:** means the simplified joint stock company (SAS) with capital of 3,500,000 euros, registered with the BASSE TERRE Trade and Companies Register under SIREN number 814 853 552, whose head office is located at Lieu-dit Saint-Jean, Les Jardins de Saint-Jean Appt C18 97133 Saint-Barthélemy.

**Fares:** means the prices, fees and fare conditions published by St Barth Executive and filed, where applicable, with the competent authorities.

**Document of Carriage:** means a Ticket in a form other than an Electronic Ticket.

**Carrier:** means St Barth Executive or any other carrier whose Designator Code appears on the Ticket or on a Supplementary Ticket.

**Flight:** means a flight operated by St Barth Executive.

**Connecting Flight:** means any Flight subsequent to the Flight made from the place of departure, ensuring the continuation of the journey, on the same Ticket or a Supplementary Ticket.

## **ARTICLE 2 – SCOPE**

### **2.1 General provisions**

The General Terms and Conditions of Sale and Carriage, unless otherwise stipulated, shall apply to any Flight, or portion of a Flight, for which the St Barth Executive Designator Code appears on the Ticket, as well as to any other situation falling within the scope of the contract of carriage between St Barth Executive and the Passenger.

These General Terms and Conditions of Sale and Carriage may be modified and/or updated by St Barth Executive at any time, by taking the necessary steps to disseminate them on its website.

### **2.2 Codeshare**

Some of St Barth Executive's air services may be subject to a Codeshare agreement with other carriers. In such cases, the Carrier's General Terms and Conditions of Sale and Carriage shall apply and the Passenger shall be informed of the Carrier's identity at the time of Reservation or at the latest at check-in.

### **2.3 Predominance of the law**

The General Terms and Conditions of Sale and Carriage have been drawn up in application of French law, Community law, and any international convention that may apply.

The possible invalidation of one or more provisions of these General Terms and Conditions of Sale and Carriage, in the event that they are contrary to current law, shall have no effect on the validity of the other provisions unless the contract of carriage cannot subsist without this provision declared null and void that would be decisive and essential to the existence of the said contract.

### **2.4 Personal data**

St Barth Executive and the Carrier's affiliates, Authorized Agents and any other companies involved in the provision of reservation, payment, carriage or facility services and related services or data processing businesses may use the personal data collected in connection with the Reservation, including any information regarding the data subject's purchase history and the manner in which they use the Carrier's services and facilities, for non-commercial purposes.

With the prior consent of the data subject, this personal data may be used for commercial purposes.

Public authorities, in particular law enforcement authorities, may request this information, without St Barth Executive or Authorized Agents being able to object. The data subject's personal data may, if necessary, be sent outside the European Economic Area.

Data subjects shall have the right to access, modify and rectify any personal data collected, stored and transferred in the event that it proves to be inaccurate or incomplete. They may exercise this right by sending a letter to the head office of St Barth Executive.

## **ARTICLE 3 – RESERVATIONS AND TICKETS**

### **3.1 General provisions**

St Barth Executive or the Authorized Agent shall register the Reservation in the computerized Reservation system. At the Passenger's request, St Barth Executive or the Authorized Agent shall provide the Passenger with written confirmation of their Reservation.

Some Fares include conditions that limit or exclude the Passenger's right to modify or cancel their Reservation.

St Barth Executive or its Authorized Agents may charge the Passenger additional fees for the issuance or modification of their Ticket, or for the provision of other Carriage services at the time of the Reservation, in application of the Fare in effect on the date of such issuance or modification.

### **3.2 Nominative nature**

Reservations and Tickets shall be nominative. The Ticket holder's identity may be verified at any time. The Passenger must provide proof of identity and may only be carried on a Flight if a valid electronic Ticket has been issued in their name.

Unless otherwise stipulated, the beneficiary of a Ticket, identified as such on the Ticket, shall not be authorized to transfer or assign their Ticket.

### **3.3 Terms of use**

The Ticket shall be valid only for the carriage indicated on it, from the place of departure to the final destination via any agreed Stopovers. As such, the Passenger must use all Flights and services in the order indicated on the Ticket in order for the Ticket to be valid.

St Barth Executive shall accept each Ticket, on the date and on the Flight for which the Passenger holds a Reservation, unless the Passenger does not meet the check-in and boarding conditions provided for in the General Terms and Conditions of Sale and Carriage, or if St Barth Executive is unable to board the Passenger due to overbooking, or if St Barth Executive exercises its right to refuse to carry the Passenger in accordance with the General Terms and Conditions of Sale and Carriage.

### **3.4 Cancellation of the Reservation in the event of non-payment of the price**

If the Passenger has not paid the Ticket price, surcharges, and applicable taxes, charges and fees in full by the date set by St Barth Executive or the Authorized Agent, the latter may decide to cancel the Reservation, without prejudice to the collection of any related fees and without this involving the liability of St Barth Executive and/or the Authorized Agent.

### **3.5 Ticket modification**

Any modification of the Ticket must be made with the agreement of St Barth Executive and the Authorized Agent and in accordance with the terms and Fares defined by St Barth Executive or the Authorized Agent.

While some changes shall not result in fare changes (depending on the Fare indicated), other changes, such as a change of departure point or travel destination, may result in a change to the applicable Fare.

Many Fares are valid only on the dates and for the flights indicated on the Ticket and cannot be changed, unless an additional fare is paid.

The modification of a Ticket for a Fare lower than the initial Fare may under no circumstances result in a partial or total refund for the Passenger. In this case, the Fare difference between the two Tickets shall be retained.

It shall be the Passenger's responsibility to find out about the conditions for modifying their Ticket from St Barth Executive or the Authorized Agent.

### **3.6 Ticket refund and exchange Coupon**

Unless otherwise specified, Tickets sold by St Barth Executive or the Authorized Agent shall be non-refundable.

In the event that a Reservation is cancelled by the Passenger, St Barth Executive may provide the Passenger with an exchange Coupon of a value equal to the Fare of the cancelled Ticket, subject to any penalties and fees specified in the fare conditions.

This exchange Coupon may be used by the Passenger to pay for all or part of a new Ticket.

Unless otherwise specified, the exchange Coupon must be used within three months of its issuance, for a single use only. If the exchange Coupon is used for a payment less than its face value, the difference in price shall be retained by St Barth Executive.

All or part of the Ticket price may be non-refundable if the journey could not be made due to Force Majeure. In such a situation, St Barth Executive shall grant the Consumer a credit for the non-refundable portion of the price when the following conditions are cumulatively met:

- the Consumer has a Ticket that has not been used at all and,
- the Consumer has promptly notified St Barth Executive of the existence of the Force Majeure events and,
- the Consumer provides the Carrier with proof of the reality of such Force Majeure events.

The credit may be used for a subsequent journey for carriage with St Barth Executive, by the Passenger or by any person of their choice. St Barth Executive reserves the right to charge a handling fee, the amount of which will be deducted from this credit.

### **3.7 Aircraft type**

The type of aircraft indicated to the Passenger at the time of Ticket Reservation or at a later date shall be given for information only. Safety and security requirements, reasons beyond the Carrier's control, and operating constraints may lead St Barth Executive to modify the aircraft type without incurring any liability.

## **ARTICLE 4 – SPECIAL ASSISTANCE**

### **4.1 General provisions and Reservations**

A Passenger may ask the Carrier or Authorized Agent, at the time of Reservation, to provide them with special assistance. In such a case, St Barth Executive or the Authorized Agent shall do its utmost to satisfy the Passenger's request.

St Barth Executive may decide, at any boarding and/or connection point, to refuse to carry a Passenger or any of their Baggage if a Passenger requires special assistance at check-in or boarding that was not requested at the time of reserving the journey.

St Barth Executive may decide, at any boarding and/or connection point, to refuse to carry a Passenger or any of their Baggage if the Passenger is an unaccompanied child, a pregnant woman or a Passenger who is ill, if reasonable arrangements for their carriage have not been made prior to check-in.

In the aforementioned cases, St Barth Executive reserves the right to cancel the Passenger's Reservation and terminate the Contract of Carriage without having to refund the Ticket price. The Passenger shall be denied boarding and shall have to bear all resulting costs.

### **4.2 Pregnant women**

Pregnant women can travel without restrictions or additional formalities up to the sixth (6th) month of pregnancy.

Pregnant women between six (6) and eight (8) months of pregnancy must provide a medical certificate at check-in stating that air travel is not contraindicated. The said medical certificate must have been issued within the seven (7) days preceding the journey. Failing this, the pregnant woman shall automatically be refused boarding by the Carrier.

From the 8th month of pregnancy, pregnant women shall not be allowed on board under any circumstances.

If there is any doubt about the duration of the pregnancy, the Carrier may call on the airport doctor.

### **4.3 Babies**

A baby must be accompanied by an independent Passenger over the age of 18. An adult may accompany no more than one (1) baby. Subject to the availability of suitable seat belts, the baby must travel on the lap of the accompanying adult.

To be allowed to travel onboard an aircraft, a baby must hold a valid identity document.

A baby may only travel onboard a Carrier aircraft once they have reached the age of one (1) week.

In order to travel with a baby, it is necessary to submit a prior request to the Carrier, as the number of babies accepted on board is limited for safety reasons.

There are specific locations for babies onboard aircraft. The Carrier reserves the right to move any Passenger accompanying a Baby in order to stay within these locations.

#### **4.4 Passengers with reduced mobility**

Any Passenger with reduced mobility requiring specific assistance shall inform St Barth Executive of their special needs at the time of Reservation.

St Barth Executive shall carry the Passenger with reduced mobility when arrangements have been made to take account of their special needs. Even if the Passenger does not inform St Barth Executive of their special needs at the time of Reservation, St Barth Executive undertakes to make every reasonable effort to take their special needs into account. In this case, St Barth Executive shall only be bound by an obligation of means.

If this is imperative for the safety of the Passenger with reduced mobility, or if the Passenger with reduced mobility is unable to evacuate themselves from the aircraft, or else if the Passenger with reduced mobility is unable to understand the safety instructions, St Barth Executive may assign a crew member to the Passenger.

Assistance devices, such as a wheelchair or cane, shall be carried free of charge and shall therefore not count towards the Baggage allowance.

For flights where the use of medical oxygen is authorized, use of the medical oxygen service shall be invoiced to the Passenger with reduced mobility in addition to the Ticket price. The Passenger with reduced mobility must be accompanied by another person.

#### **ARTICLE 5 – CHECK-IN AND BOARDING**

The Passenger must have completed the check-in process and received their boarding pass for the Flight no later than the Check-in Deadline. Failing this, St Barth Executive may decide to cancel the Passenger's Reservation and not carry the Passenger.

The Passenger shall find out the Check-in Deadlines in advance and shall adhere to them. If the Passenger's journey includes onward journeys, they shall consult the carriers concerned for the Check-in Deadlines.

The Passenger must present themselves at the boarding gate no later than the time indicated at check-in. Failing this, St Barth Executive may decide to not carry the Passenger.

The Carrier shall under no circumstances be held liable, in particular, for any loss, Damage or expense, in the event that the Passenger fails to comply with this article.

## **ARTICLE 6 – PRICES, SURCHARGES, TAXES, FEES AND CHARGES, CURRENCY**

### **6.1 Prices**

Unless otherwise specified, the Ticket price shall include carriage from the departure airport to the destination airport, to the exclusion of all other services. In particular, the price shown on the Ticket shall not include ground transfers between one airport and another, or between an airport and a city terminal.

The price of the Ticket shall be determined by St Barth Executive in accordance with the Fares in force on the date the Ticket is issued. The price shall be determined for travel on the specific dates and for the route indicated on the Ticket.

Any change of route or travel dates may result in a change to the Fare applicable to the Passenger.

### **6.2 Taxes, fees, charges and surcharges**

St Barth Executive may invoice any surcharge in addition to the price of the Ticket, in application of the Carrier's Fares in force on the date on which St Barth Executive has issued the Ticket. These surcharges may include fuel or insurance surcharges.

All taxes, fees or charges imposed by the government of a State, by any other authority or by the manager or operator of an airport shall be borne by the Passenger in addition to the applicable price.

When purchasing their Ticket, the Passenger shall be informed of any taxes, fees or charges not included in the price; in most cases, these may be mentioned separately on the Ticket.

Taxes, fees or charges may be created, imposed or modified after the Ticket issuance date. If such taxes, fees or charges are created, imposed or modified after the Ticket has been issued, the Passenger undertakes to pay the amount of such taxes, fees or charges.

Similarly, if any taxes, fees or charges paid by the Passenger in addition to the Fare applicable when the Ticket was issued are abolished or reduced, the Passenger may, at their request, receive a refund.

If the Passenger does not use their Ticket, they may request a refund for all taxes, fees or charges paid, minus handling fees, if the applicable legislation provides for this possibility.

### **6.3 Service charge**

A service charge may be invoiced to the Passenger for all Reservations made with the Carrier or Authorized Agent, in addition to the Fare inclusive of tax. The Passenger shall be informed of the amount of this service Charge before they finalize their purchase. Invoiced service Charges shall be non-refundable, unless the Ticket is cancelled through the Carrier's fault.

### **6.4 Currency**

Unless expressly authorized otherwise in writing by the Carrier or the Authorized Agent, the Ticket price as well as all taxes, fees, charges and surcharges shall be payable only in the currency indicated by St Barth Executive or the Authorized Agent at the time of Ticket purchase.

In the event of a refund, in application of the General Terms and Conditions of Sale and Carriage, St Barth Executive shall refund the price of the Ticket as well as, where applicable, taxes, fees, charges and surcharges in the same manner and in the same currency as used to pay for the Ticket.

## **6.5 Payment methods**

St Barth Executive shall only accept CB/Visa/Mastercard/American Express/Maestro credit card payments.

## **ARTICLE 7 – DENIED BOARDING AND NO-FLY PASSENGERS**

### **7.1 Denied boarding**

St Barth Executive may decide, at any boarding and/or connection point, to refuse to carry a Passenger and/or their Baggage, in particular when at least one of the situations listed below has occurred, or when St Barth Executive reasonably considers that such a situation is likely to occur:

- The Passenger's physical or mental state or their behavior poses a hazard or risk to themselves, other Passengers, the crew, or goods.
- Carriage of the Passenger or their Baggage is likely to compromise the safety of the aircraft, the carriage of other Passengers, the safety or health of any person onboard the aircraft, or the safety of the goods carried.
- The Passenger has used threats, abusive language or insults, or behaved in a threatening, abusive, insulting or violent manner towards ground staff or other Passengers, or towards a member of the flight crew.
- The Passenger has deliberately obstructed a member of the aircraft crew in the performance of their duties.
- The Passenger is intoxicated or has taken drugs.
- The Passenger is in possession of illegal drugs, or when there are legitimate reasons to believe that the Passenger is in possession of illegal drugs.
- The Passenger refuses to submit themselves or their Baggage to a security check, and in general, when the Passenger refuses to comply with the safety or security instructions provided by the Carrier's ground staff or the aircraft crew.
- The Passenger has endangered the safety of the aircraft or any individual.
- The Passenger has made a false bomb threat or another security threat.
- The Passenger has committed a criminal offence during check-in or boarding procedures or onboard the aircraft.
- The Passenger attempts to enter the territory of a country without possessing valid travel documents.
- The immigration authorities in the country to which the Passenger is travelling, or in a country in which the Passenger is making a Stopover, have indicated verbally or in writing to the Carrier that it has been decided to not authorize the Passenger to enter the territory of this country, even if the Passenger has, or appears to have, valid travel documents.
- The Passenger destroys their travel documents during the Flight.
- The Passenger has refused to authorize St Barth Executive to photocopy their travel documents.
- The Passenger has refused to show their travel documents to a member of the flight crew when asked to do so.

- The Passenger applies to the competent administrative authorities for authorization to enter the territory of a country in which the Passenger has landed as a Transit Passenger.
- St Barth Executive, by carrying the Passenger, would violate any legislation or regulations or an administrative act, or a court decision.
- The Passenger has refused or omitted to provide information to the Carrier that

an administrative authority has asked it to provide concerning the Passenger, including any passenger information requested prior to the Flight.

- The Passenger does not present a valid ticket.
- The Passenger has not paid the price of the Ticket in addition to all taxes, fees and charges relating to the Flight.
- The Passenger does not meet the legal, regulatory or contractual conditions required for their carriage.

## **7.2 No-fly passengers for a Carrier's network of destinations**

When circumstances so require, St Barth Executive may decide to prohibit a Passenger, for a specific or indefinite period, from being carried on the Carrier's network of destinations. St Barth Executive shall notify the Passenger of its decision in writing.

St Barth Executive shall be entitled to refuse to carry a Passenger or the Baggage of a Passenger to whom St Barth Executive has sent a no-fly notice when the Passenger has purchased their Ticket during the no-fly period.

## **ARTICLE 8 – BAGGAGE**

### **8.1 Baggage allowance**

The Passenger shall have the right to a free Baggage allowance (in number or weight). The allowance shall be stated on the Ticket, Document of carriage, Itinerary or travel Receipt. Any Baggage exceeding the weight and size limits set by St Barth Executive shall be refused at check-in.

St Barth Executive may refuse Checked Baggage if it considers that such Baggage is not properly and securely packed in suitable containers.

### **8.2 Items not authorized for carriage**

Carriage of the following items in Baggage (whether Checked Baggage or Hand Baggage) shall be prohibited:

- items whose carriage is prohibited under the law in force in any country of scheduled departure, destination, overflight or transit,
- items whose carriage is prohibited under the Carrier's General Terms and Conditions of Sale and Carriage, contractual conditions or regulations,
- items likely to constitute a hazard or endanger the aircraft or the persons or goods onboard the aircraft. These shall include items listed in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO) and in the Dangerous Goods Regulations of the International Air Transport Association (IATA),
- items that St Barth Executive reasonably considers to be untransportable because of their hazardous nature, the risk they represent, their weight, their bulk, their fragility or their perishable nature, or their shape or nature (to decide whether an item is untransportable, St Barth Executive shall take account of the type of aircraft).

### **8.3 Firearms**

The carriage of firearms and ammunition shall be subject to the ICAO and IATA dangerous goods regulations referred to above.

The carriage of all firearms and ammunition other than those intended for hunting or sports shall in principle be prohibited. However, where permitted by the laws and regulations applicable to the carriage concerned, St Barth Executive may accept the carriage of firearms and ammunition other than those intended for hunting or sports. In this case, to be authorized to carry firearms and ammunition other than those intended for hunting or sports, the Passenger must obtain the Carrier's explicit, written and prior agreement. In this case, St Barth Executive may charge a handling fee in connection with the acceptance of firearms and ammunition. In addition, St Barth Executive may apply fees applicable to excess Baggage to such firearms and ammunition authorized for carriage.

All firearms and ammunition carried as Checked Baggage must be unloaded, their safety devices must be engaged, and they must be suitably packaged.

All firearms and ammunition must be carried as Checked Baggage and handed over to the captain before passengers board.

The Passenger must be in possession of the documents required by the laws and regulations applicable to the carriage concerned and by the General Terms and Conditions of Sale and Carriage for the possession and carriage of firearms and ammunition. Failing this, St Barth Executive may decide not to carry these firearms and ammunition. In any case, St Barth Executive shall retain the discretionary right to refuse the carriage of firearms and ammunition.

### **8.4 Dangerous items**

It shall be forbidden to bring into the aircraft cabin one or more items for which St Barth Executive considers that their presence would be likely to affect the safety and security of the aircraft or of any goods or any person onboard the aircraft.

It shall be forbidden to bring the following into the aircraft cabin:

- edged weapons, stabbing weapons, or aerosols that can be used as attack or defense weapons;
- collectors' weapons, swords, knives and the like. Under no circumstances may this type of object be carried in the cabin. They may nevertheless be accepted as Checked Baggage, at the Carrier's discretion.

If the Passenger presents themselves for boarding with Unchecked Baggage that is prohibited under Article 8, St Barth Executive may decide that the Passenger may check their items as Checked Baggage, or else it may refuse to carry them.

### **8.5 Searches, checks and x-rays of Passengers and Baggage**

For safety and security reasons, St Barth Executive or an Authorized Agent may require that the Passenger agree to be searched and checked and/or agree to have their Baggage searched, checked and x-rayed.

St Barth Executive or the Authorized Agent shall endeavor to search, check or x-ray the Passenger's Baggage in their presence. If, however, the Passenger is not available, their Baggage may be searched, checked and/or x-rayed in their absence.

If the Passenger refuses to authorize St Barth Executive or the Authorized Agent to carry out the necessary safety and security searches, checks and x-rays, St Barth Executive shall refuse to carry the Passenger and their Baggage.

If, as a result of a search, check or x-ray, the Passenger suffers Damage, or if a search, check or x-ray causes Damage to their Baggage, St Barth Executive shall not be liable, unless the Damage occurs directly and exclusively through the negligence or fault of the Carrier or the Authorized Agent.

### **8.6 Checked Baggage**

The Passenger must clearly and legibly indicate their last name, first name and address on each piece of Checked Baggage. When the Passenger checks their Baggage, St Barth Executive shall provide them with a Baggage Identification Card for each piece.

St Barth Executive may decide to carry Checked Baggage belonging to the same Passenger on different flights for safety, security or operational reasons. In such a case, St Barth Executive shall deliver the Baggage carried on another Flight to the Passenger, unless the law in force requires the Passenger to be present at customs checks.

The Passenger is strongly advised to not include in their Checked Baggage currency, jewelry, works of art, precious metals, silverware, valuables or other items of value, optical or photographic equipment, computers, electronic and/or telecommunications equipment or devices, musical instruments, passports and identity papers, keys, business papers, manuscripts or deeds, whether individualized or fungible, medicines, etc. It shall be noted that in the event of destruction or loss of or damage to Checked Baggage, the Carrier shall only be liable within the limits defined by the Convention and these General Terms and Conditions of Sale and Carriage.

### **8.7 Hand Baggage**

St Barth Executive shall determine the maximum dimensions and weight of Hand Baggage at its own discretion. In any case, this Baggage must fit under the seat in front of the Passenger or fit into a Baggage compartment in the aircraft cabin.

If Hand Baggage does not comply with the conditions set out in Article 8 or with the dimensions and weight conditions set by St Barth Executive, the Passenger must check the said Baggage.

### **8.8 Collection and delivery of Checked Baggage carried in the hold**

The Passenger must collect their Checked Baggage as soon as St Barth Executive has made it available, either at the final destination or at the place of Stopover. Failing this, St Barth Executive reserves the right to invoice the Passenger for storage costs. Checked Baggage not claimed within three (3) months of the date it was made available may be destroyed, without the Passenger being able to hold the Carrier liable.

Only the Passenger holding the Baggage Identification Card shall be entitled to claim a piece of Checked Baggage.

If the person claiming Checked Baggage is unable to produce the Baggage Identification Card, even though this Baggage Identification Card was issued at check-in, St Barth Executive shall only release the Baggage to that person if they are able to prove that the Baggage belongs to them.

### **8.9 Pets**

St Barth Executive shall accept pets up to a limit of one per flight. Where permitted, the carriage of pets shall be subject to the Carrier's explicit prior written acceptance at the time of Reservation.

Depending on the destination, carriage of these pets may be subject to conditions, in particular with regard to weight, and also to health controls. The Passenger must find out about these conditions from the Carrier and the competent authorities.

Due to the size of its aircraft, St Barth Executive cannot guarantee the carriage of a Passenger accompanied by a service animal ("service dog"). Where permitted, service dogs accompanying Passengers with reduced mobility shall be taken on board free of charge in the aircraft cabin, when allowed by current legislation and if the necessary facilities exist at the airports concerned, including at transit points.

Service dogs that cannot be taken on board in the cabin, as well as pet dogs and cats, shall be carried as Checked Baggage or cargo, in accordance with the Carrier's regulations in force at the time of Reservation.

When St Barth Executive authorizes the carriage of pets, such carriage shall only be authorized subject to the following cumulative conditions:

- The Passenger must ensure that pets are placed in suitable, adequate and safe containers. Failing this, St Barth Executive may decide not to carry them.
- The Passenger must be in possession of, and must present to the Carrier at the time of check-in and at any time during carriage, health documents and vaccination certificates, as well as all authorizations for entry into, transit through and exit from the territory, as well as all other documents required for pets. If the Passenger does not possess or fails to present these documents, St Barth Executive shall be entitled to refuse to carry the pets concerned. In addition, the Passenger shall reimburse the Carrier for any fine, cost, charge, loss or debt incurred or suffered by St Barth Executive as a result of the Passenger's failure to possess and/or present the aforementioned documents.
- It shall be the sole responsibility of the Passenger to obtain and present all documents required by the authorities of the host or transit country. St Barth Executive shall not be liable for Damage suffered by the Passenger due to failure to present the health documents and vaccination certificates required by the laws and regulations applicable to the possession, carriage and movement of animals, as well as any entry, transit and exit authorizations, and any other documents required in connection with the Passenger's pets.
- Except where the carriage of pets is governed by the liability regime of a Convention that provides otherwise, St Barth Executive shall not be liable for the loss, sickness, injury or death of pets carried, unless St Barth Executive has directly and exclusively caused the loss, sickness, injury or death of the pet carried.
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## **ARTICLE 9 – SCHEDULES, DELAYS, CANCELLATIONS**

### **9.1 Schedules**

The departure and arrival times and flight times indicated in the Carrier's flight schedule shall have no contractual value and shall be solely intended to inform the Passenger of the flights offered by the Carrier. These Schedules and the departure, transit and arrival terminals shall not be definitive and shall be subject to change after the date of publication.

Departure and arrival times, flight times and the departure terminal shall be indicated in the schedules published by St Barth Executive on the Ticket or in the Itinerary and receipt provided to the Passenger for information purposes and shall be subject to change between the date of issuance of the Ticket or the Itinerary and receipt and the date of actual carriage. Departure and arrival times and flight times, as well as the departure terminal, may be changed by St Barth Executive after the Ticket has been issued. In such a case, the Passenger shall be notified if the Carrier has contact details for them. However, the Passenger is invited to check with the Carrier, before their scheduled departure date, that the flight times shown on their ticket have not changed.

St Barth Executive shall assume no liability for connecting flights. It undertakes to do its best to carry Passengers and their Baggage with diligence (obligation of means).

## **9.2 Delays and cancellations**

St Barth Executive may decide, in particular to prevent the cancellation or long delay of a flight, to arrange for the Passenger to be carried on a flight operated by another aircraft and/or another airline.

St Barth Executive undertakes to comply with the Conventions, legislation and mandatory regulations applicable to the carriage of the Passenger with regard to liability for delays, cancellations and denied boarding not justified by one of the situations mentioned in the General Terms and Conditions of Sale and Carriage. St Barth Executive shall not be subject to any liability, whether in contract, tort or otherwise, other than that imposed by the Conventions, legislation and mandatory regulations applicable to the carriage of the Passenger.

In particular, if a flight is cancelled, or if it is delayed by at least five hours, or if St Barth Executive does not make a scheduled Stopover, or does not serve the Passenger's final destination, or if the Passenger is unable, through the direct and exclusive fault of St Barth Executive, to make a Connecting Flight for which they hold a confirmed Reservation, the Passenger may choose one of the following remedies:

- St Barth Executive shall undertake to carry the Passenger to the destination indicated on their Ticket, on another of its scheduled services offering an available seat in the class for which they have paid the fare, at the earliest date or at a later date of their convenience. In this case, St Barth Executive shall not invoice any additional amount and, if necessary, shall extend the validity period of the Ticket.
- St Barth Executive shall undertake to refund or have refunded the price of the plane Ticket.

## **ARTICLE 10 – REFUNDS**

### **10.1 General provisions**

Tickets may only be refunded if the refund is explicitly provided for in the Ticket's fare conditions or in the applicable mandatory regulations.

Ticket refunds shall be made exclusively by St Barth Executive having issued the Ticket, after agreement by St Barth Executive, and may only be made when the Ticket has been issued by St Barth Executive or the Authorized Agent and when the refund has been authorized by St Barth Executive.

Unless otherwise indicated by the Carrier, St Barth Executive shall only issue a refund or have a refund issued to the person who actually paid for the Ticket, provided that this person provides sufficient proof of identity.

If the Passenger has not used any part of the Ticket, the refund shall be equal to the price of the Ticket and any surcharges, taxes, fees and charges paid by the Passenger, minus any cancellation and administration fees.

If the Passenger has not used all or part of their Ticket, the refund shall be at least equal to the difference between the price and all surcharges, taxes, fees and charges paid by the Passenger, and the price and all surcharges, taxes, fees and charges corresponding to the journey between the points for which the Passenger has used the Ticket, minus any cancellation and administration fees.

## **10.2 Right to refuse a refund**

Unless otherwise provided for in the legislation, regulations or Convention applicable to the carriage of the Passenger or the sale of the Ticket concerned, the option of granting a refund for all or part of the Ticket shall be left to the Carrier's free discretion.

In particular, St Barth Executive reserves the right to refuse to issue a refund for all or part of the Ticket when:

- the refund request is submitted to the Carrier after the end of the Ticket Validity Period.
- a Ticket is marked "non-refundable."
- the holder of a Ticket has not been admitted by the destination or transit authorities for the planned itinerary and the Passenger has been returned to their boarding point as a result.
- a Ticket has been stolen, falsified, counterfeited or paid for fraudulently.
- a Ticket is not used following the Carrier's refusal to carry the Passenger in the cases provided for in these General Terms and Conditions of Sale and Carriage.

- after arrival in a country, the Passenger has presented their Ticket to the Carrier or to public officials or agents, as proof of their intention to leave the said country, unless the Passenger is able to prove that they are authorized to stay in the country in question or that they will leave the country with another airline or via another means of transportation.

## **ARTICLE 11 – BEHAVIOR ONBOARD THE AIRCRAFT**

### **11.1 Dangerous behavior**

If St Barth Executive has good reason to believe that the Passenger is threatening or endangering, for any reason whatsoever, the safety or security of the Flight, the aircraft or any person on board, including the crew, St Barth Executive may take all necessary safety and security measures, including restraint.

Once the aircraft has landed, St Barth Executive reserves the right to force any Passenger who, for any reason whatsoever, has endangered the safety or security of the Flight, the aircraft or any person on board, including the crew, to leave the aircraft; it also reserves the right to refuse to carry the Passenger on the remaining segments of the journey shown on the Ticket.

Moreover, St Barth Executive reserves the right to report any incident occurring on board to the competent authorities, so that they may initiate proceedings against the Passenger in relation to any criminal offences they may have committed.

This will be the case, in particular, if the Passenger has:

- deliberately hindered the crew in the performance of its duties;
- failed to comply with the crew's safety or security instructions;
- failed to comply with the "fasten seat belt" or "no smoking" instructions;
- committed a criminal offence;
- allowed their physical or mental state to be affected by the consumption of beverages, medication or drugs;
- failed to comply with the crew's instructions regarding the consumption of beverages, medication or drugs;
- made a false bomb threat or any other security threat;
- threatened, abused or insulted the crew or other Passengers;
- behaved in a threatening, rude, abusive or unruly manner towards the crew or other Passengers.

### **11.2 Costs of diversion resulting from unacceptable behavior**

The Passenger shall be liable for all direct and indirect Damage caused by their behavior. In particular, if, as a result of the Passenger's behavior, St Barth Executive diverts the aircraft to an unforeseen destination, the Passenger shall pay all costs related to this diversion. St Barth Executive reserves the right to prosecute the Passenger for any breaches committed onboard the aircraft.

### **11.3 Use of electronic devices onboard the aircraft**

For safety reasons, St Barth Executive may decide to not allow or to restrict Passengers from using electronic devices onboard the aircraft, including (but not limited to):

- cell phones;
- laptop computers;
- digital tablets and readers;
- personal recorders;
- personal radios;
- MP3, cassette and CD players;
- electronic games; and
- transmission devices (e.g. radio-controlled toys or walkie-talkies).

Electronic cigarettes, including e-cigars and other personal vaporizers containing batteries, may only be carried in hand luggage.

It is forbidden to recharge these devices and/or batteries onboard the aircraft, and they must remain in carry-on baggage for the duration of the flight.

## **ARTICLE 12 – SERVICES PROVIDED BY OTHER COMPANIES**

If St Barth Executive agrees, under the contract of carriage, to provide the Passenger with other ancillary services provided by third parties, St Barth Executive shall not assume any liability for such services. The provision of these services, for which St Barth Executive may have issued a Ticket or other document, shall be governed by the general terms and conditions of the companies providing such services.

## **ARTICLE 13 – TRAVEL DOCUMENTS, ENTRY REQUIREMENTS, CUSTOMS INSPECTIONS AND SECURITY CHECKS**

### **13.1 General provisions**

(a) Responsibilities and obligations of the Passenger:

The Passenger must find out about the conditions of entry into the territory applicable to any country to which they are travelling and, in general, about all the laws, regulations and acts of any country that the Passenger leaves, enters or crosses by air or in which they find themselves as a Transit Passenger, and undertakes to comply with them.

The Passenger must present to the Carrier, prior to their journey, at check-in and boarding and in any event at any time, all valid passports, visas, health certificates and other valid travel documents required for their journey. Where required by the applicable laws or regulations, the Passenger must be present when their Baggage is inspected by customs officers or other agents.

(b) St Barth Executive shall in no way be liable if the Passenger:

- is not in possession of the necessary passports, visas, certificates of good health and other travel documents;
- is in possession of invalid or expired passports, visas, certificates of good health or other documents; or
- has failed to comply with applicable laws, regulations and acts;
- was absent during the customs inspection of their Baggage and Damage was sustained during the inspection.

(c) St Barth Executive reserves the right to ask the Passenger to be authorized to make copies and to keep or have kept the originals and copies of passports, visas, certificates of good health and other travel documents secure until the end of the Flight.

### **13.2 Refusal of entry into a territory**

St Barth Executive shall not be liable for the refusal and the direct and indirect consequences of a refusal by the authorities and government of a country to allow the Passenger to enter the territory of that country. Consequently, in the event of refusal to enter the territory of a country, the Passenger shall pay:

- any fine, penalty or charge imposed on the Carrier by the competent government as a result of such refusal;
- any detention charges invoiced to the Carrier;
- the price of carrying the Passenger back to their place of departure;
- any other costs that St Barth Executive may pay or have to pay or agree to pay with the authorities and/or government of that country. St Barth Executive shall not, under any circumstances, be obliged to issue a refund to a Passenger who has been refused entry to the territory of the country of destination for the Ticket used to transport them to the place where entry was refused.

### **13.3 Safety checks**

The Passenger authorizes public officials or agents, agents of the airport authorities, or St Barth Executive and its Authorized Agents to carry out security checks of them or their Baggage and undertakes not to oppose such checks.

The Passenger shall compensate the Carrier if an act, omission or negligence on their part causes damage to the Carrier, in particular due to their failure to comply with the provisions of this paragraph, in particular if the Carrier has to pay penalties during a customs check, when the Baggage concerned contains items prohibited from carriage and the Passenger is not present.

#### **ARTICLE 14 – SUCCESSIVE CARRIERS**

When several carriers are involved in the provision of carriage services under one Ticket, or under a Supplementary Ticket, carriage shall be considered as a single operation for the application of the Conventions.

#### **ARTICLE 15 – ST BARTH EXECUTIVE'S LIABILITY WITH REGARD TO THE PASSENGER AND THEIR BAGGAGE**

##### **15.1 General information**

The Carrier's liability shall be determined by the General Terms and Conditions of Sale and Carriage of the Carrier issuing the Ticket, unless the Passenger is informed otherwise. If the Carrier is liable, it shall be liable under the following conditions:

(a) Carriage under these General Terms and Conditions of Sale and Carriage shall be subject to the liability rules laid down by the Montreal Convention of May 28, 1999 and by Regulation (EC) No 889/2002 of the European Parliament and of the Council of May 13, 2002 amending Council Regulation (EC) No 2027/97 of October 9, 1997 on air Carrier liability with regard to the carriage of passengers and their baggage.

(b) The Carrier shall be liable for Damage in the event of death or bodily injury suffered by a Passenger, when the accident that caused the Damage occurred onboard the aircraft or during any boarding or deplaning operation, within the meaning of the Convention, subject to the exemptions from liability set out in Paragraph 15.2 below.

(c) To the extent that the following does not override any other provision of these General Terms and Conditions of Sale and Carriage, whether or not the Convention is applicable:

The Carrier's liability shall be limited to Damage occurring during the air Carriage operation(s) for which its Designator Code appears on the Flight Coupon or the Ticket corresponding to the flight. When the Carrier issues a Ticket for a carriage service provided by another Carrier or when it checks a piece of Baggage on behalf of another Carrier, the Carrier shall act only as the latter's agent.

Baggage shall be the sole responsibility of the Passenger until it is checked at the air Carrier's counters.

The Carrier's liability may not exceed the amount of the proven direct Damage and the Carrier shall in no way be liable for indirect Damage or any form of non-compensatory Damage.

The Carrier shall not be liable for Damage resulting from the Carrier's compliance with any legal or regulatory provisions (laws, regulations, decisions, requirements and provisions) or the Passenger's failure to comply with such provisions.

The Carrier may not be held liable for Damage to carry-on Baggage, unless such Damage is the direct result of gross negligence on the part of the Carrier, which must be proven by the Passenger claiming such Damage.

The Carrier shall not be liable for any illness, injury or disability, including the death of a Passenger, due to the Passenger's physical condition, nor for any worsening of such condition.

The Contract of Carriage, including these General Terms and Conditions of Carriage and all exclusions or limitations of liability contained therein, shall apply to and benefit the Accredited Agents of the Carrier, its servants and agents who have acted in the performance of their duties, its representatives and the owner of the aircraft used by the Carrier, as well as the agents, employees and representatives of this owner. The total amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.

If the Damage was caused or contributed to by the negligence or any other wrongful act or omission of the person claiming compensation, or the person from whom they derive their rights, the Carrier shall be wholly or partially exonerated from its liability to that person, including in the event of death or bodily injury in accordance with applicable law.

(d) Unless stipulated otherwise, nothing herein shall be construed as a waiver of the exclusion or limitation of liability of the Carrier, the owner whose aircraft is used by the Carrier, or their agents, servants, or representatives, pursuant to the Convention and applicable law.

## **15.2 Liability for bodily injury**

(a) The Carrier shall not be liable for Damage if it proves that:

- The death or bodily injury resulted from the Passenger's physical or mental state of health prior to boarding the flight.
- The Damage was caused, in whole or in part, by the negligence or other wrongful act or omission of the person claiming compensation or the person from whom they derive their rights, in accordance with Article 20 of the Montreal Convention.
- The Damage was not due to the negligence or other wrongful act or omission of the Carrier, its servants or agents, to the extent that the amount of the damages exceeds 128,821 SDRs per Passenger in accordance with Article 21 § 2 (a) of the Montreal Convention.
- The Damage resulted solely from the negligence or other act or omission of a third party, to the extent that the amount of the damages exceeds 128,821 SDRs per Passenger in accordance with Article 21 § 2 (b) of the Montreal Convention.

(b) Amount of compensable Damage

- The amount of the Carrier's liability in the event of death or bodily injury of a Passenger, as defined in Paragraph (a) above, shall not be subject to any limitations. The amount of compensable Damage shall cover compensation for the Damage, as determined by amicable agreement, by expert appraisal or by the competent courts.

- Under the present provisions, the Carrier shall only compensate the Passenger beyond the amounts received by the latter, under the social security scheme to which they are affiliated, and for compensatory Damage only.

(c) The Carrier reserves all rights of recourse and subrogation against any third party.

(d) In the event of death or bodily injury resulting from an air accident, within the meaning of Article 17 of the Convention and Regulation (EC) No 889/2002 of the European Parliament and of the Council of May 13, 2002 amending Council Regulation (EC) No 2027/97 of October 9, 1997, the person identified as the Beneficiary may be entitled to an advance to meet their immediate needs, in proportion to the material loss suffered. This advance shall not be less than the equivalent in EURO of 16,000 SDRs per Passenger in the event of death. Subject to applicable law, this advance shall be paid within 15 days of the identification of the Beneficiary and shall be deductible from the final amount of compensation due to the deceased Passenger.

Under the terms of Article 5 of Regulation (EC) No 889/2002 of May 13, 2002 and Article 28 of the Montreal Convention of May 28, 1999, payment of these advance payments shall not constitute recognition of liability, and these sums may be deducted from amounts subsequently paid by the Community Carrier as compensation, depending on the latter's liability.

This advance shall be non-returnable unless it is proven that the negligence or other wrongful act or omission of the person claiming compensation or of the person from whom they derive their rights caused or contributed to the Damage, or when the person who received the advance payment was not the person entitled to compensation.

### **15.3 Liability for delays**

(a) Characteristics of compensable Damage:

- Only direct, proven Damage resulting directly from a delay may give rise to compensation, to the exclusion of any indirect Damage and any form of Damage other than compensatory Damage.
- The Passenger must provide evidence that the Damage resulted directly from the Carrier's delay and only during its part of Air Carriage in the event of successive carriage operations as defined in Article XV.

(b) Extent of the Carrier's liability:

- The Carrier shall not be liable for Damage resulting from a delay if it proves that it or its servants or agents took all measures that could reasonably be required to avoid the Damage or that it was impossible for it to take such measures.
- The Carrier shall not be liable for Damage resulting from a delay if the delay is attributable to the Passenger or if they contributed to it, i.e. if the Damage resulted, in whole or in part, from the negligence or other wrongful act or omission of the person claiming compensation or the person from whom they derive their rights.

(c) Extent of compensation:

- In the event of Damage suffered by Passengers as the result of a delay, as defined by the Montreal Convention, and with the exception of acts or omissions done with intent to cause Damage or recklessly, the Carrier's liability shall be limited to the sum of 5,346 SDRs per Passenger. The amount of compensation shall be determined according to the Damage proven by the Passenger.
- In the event of Damage resulting from a delay in the delivery of checked Baggage, and with the exception of acts or omissions done with intent to cause Damage or recklessly, the Carrier's liability

shall be limited to 1,288 SDRs per Passenger. A lump-sum compensation (intended to cover essential expenses) may be awarded to the Passenger.

#### **15.4 Liability for Baggage**

(a) General information - The Carrier shall be liable for Damage arising from the destruction or loss of or damage to checked Baggage when the accident that caused the Damage occurred onboard the aircraft or during any period in which the Carrier had custody of the checked Baggage.

(b) Exoneration of the Carrier's liability:

- The Carrier shall not be liable for Damage to the Passenger's Baggage when such Damage results from the nature of or a defect inherent in the said Baggage. If the goods contained in the Passenger's Baggage cause damage to another person or to the Carrier, the Passenger must compensate the Carrier for all losses suffered and for expenses incurred as a result.

- The Carrier shall not assume any particular liability, other than that provided for in Sub-paragraph (c) below, for any Damage and/or loss caused to fragile, perishable or valuable items, or inadequately packed items.

- The Carrier shall not be liable for Damage caused in whole or in part to Baggage as a result of the negligence or other wrongful act or omission of the person claiming compensation or the person from whom they derive their rights.

(c) Amount of compensable damage:

- For checked Baggage and with the exception of acts or omissions done with intent to cause Damage or recklessly, the Carrier's liability in the event of Damage shall be limited to 1,288 SDRs per Passenger. If a higher value has been declared, in accordance with Article X/5.3, the Carrier's liability shall be limited to the declared value unless it can prove that this value is higher than the Passenger's actual interest in delivery.

- For carry-on Baggage admitted on board, the Carrier may only be held liable in the event of a proven fault on the part of the Carrier or its servants or agents. This liability shall then be limited to 1,288 SDRs per Passenger.

#### **15.5 Arrangements for ancillary services**

(a) If St Barth Executive, under a Contract of Carriage and subject to applicable law, agrees to arrange, through third parties, for the provision of additional services other than Air Carriage or if St Barth Executive issues a Ticket or an exchange coupon for transportation or services (other than Air Carriage) such as, for example, hotel reservations or car rentals, St Barth Executive shall, in this case, only act as an agent and shall not be liable to the Passenger except in the event of a proven fault on its part. The general terms and conditions governing the activities of these third parties shall apply.

(b) When St Barth Executive markets land or sea transportation services (e.g. bus, train), it shall only act as an agent, even if such transportation is identified under the St Barth Executive Designator Code.

In this case, different liability regimes may apply to this surface transportation. General terms and conditions and liability regimes shall be available on request from St Barth Executive or the company providing surface transportation, as the case may be. St Barth Executive shall not be held liable for

delays or cancellations preventing connection with the flight marketed by St Barth Executive or for Damage to Passengers and their Baggage occurring during transportation by land, sea or rail.

#### **15.6 Successive carriers**

(a) Carriage to be performed by several successive Carriers, under a single Ticket or several Tickets issued jointly, shall be deemed to constitute, for the application of the Convention, a single carriage operation if it has been regarded by the parties as a single operation.

(b) When the Carrier is the issuer of the Ticket or the carrier designated first on the Ticket or on a jointly issued Ticket in the event of successive carriage, the Carrier shall only be liable for the part of the carriage performed via its own means.

(c) In the event that their Baggage is destroyed, lost, damaged or delayed, the Passenger or their beneficiaries may take action against the Carrier having performed the carriage operation during which the accident or delay occurred.

(d) The Carrier shall not be liable for delays or cancellations of trains preventing connection with a Carrier flight. Similarly, the Carrier may not be held liable in the event of disruption to the air route preventing the Passenger from taking a subsequent land or sea connection.

#### **ARTICLE 16 – BAGGAGE COMPLAINTS**

Receipt of Baggage by the Passenger or by a person in possession of a Baggage Identification Card, for Checked Baggage, without any complaint made by the Passenger within the specified time period, shall constitute sufficient proof that the Baggage has been delivered to the Passenger in good condition and in accordance with the General Terms and Conditions of Sale and Carriage.

In the event of Damage to Checked Baggage, the Passenger must submit a written claim to the Carrier as soon as they discover the Damage, and at the latest within seven (7) Days following the date on which the Passenger receives the Checked Baggage concerned.

In the event of a delay in the carriage of Checked Baggage, the Passenger must submit a written claim to the Carrier within twenty-one (21) Days following the date on which the last piece of Checked Baggage was released to them.

#### **ARTICLE 17 – TIME LIMITS FOR APPEALS**

The Passenger or their beneficiaries shall lose their right to compensation if no action is brought within two (2) years of the:

- date of arrival at destination;
- date on which the aircraft should have arrived; or
- date on which carriage ended.

The method for calculating the limitation period shall be determined by the legislation of the court having jurisdiction to hear the appeal.

#### **ARTICLE 18 – TERMINATION OF THE CONTRACT**

If the Passenger fails to comply with the provisions contained in the contract of carriage, the General Terms and Conditions of Sale and Carriage, the Carrier's rules and the applicable laws and regulations,

the contract of carriage will be automatically terminated without prior notice or formal notification, and the amounts already collected from the Ticket price shall be retained definitively by St Barth Executive.

#### **ARTICLE 19 – APPLICABLE LAW AND COMPETENT COURT**

Unless otherwise provided by public policy: (i) the General Terms and Conditions of Sale and Carriage shall be subject to French law, to the exclusion of any Convention or rules relating to conflicts of law; (ii) any dispute relating to the General Terms and Conditions of Sale and Carriage and the activities they govern shall be brought before the competent Court of Pointe-à-Pitre (France).

Pursuant to Article R322-2 of the French Civil Aviation Code, any liability action against St Barth Executive arising from the carriage service shall be brought, at the option of the plaintiff, either before the court of the Carrier's domicile, the Carrier's head office or the place where it has an establishment through which the contract was signed, or before the court of the place of destination.

In the event of a dispute between the professional and the consumer, they shall endeavor to find an amicable solution.

If the consumer fails to receive a satisfactory response within 60 days of referring the matter to ST BARTH EXECUTIVE, they may refer it to the Tourism and Travel Mediation Office, whose contact details and referral procedures are available on its website: [www.mtv.travel](http://www.mtv.travel) (MTV Médiation Tourisme Voyage, BP 80303 - 75823 Paris Cedex 17).

For any information on out-of-court dispute settlement procedures, the customer is invited to consult the following website: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.