

## Air Transportation Agreement

The transportation of passengers and baggage on flights operated by Compañía Panameña de Aviación S.A. ("Copa Airlines") and AeroRepública S.A. ("Copa Airlines Colombia"), and other airlines that operate as codeshare partners of Copa Airlines and Copa Airlines Colombia is subject to the terms and conditions set forth in this Air Transportation Agreement, the terms and conditions printed on the ticket, the electronic ticket receipt, the published fares and itineraries, and each airline's website. Purchase of a ticket or acceptance of transportation services shall indicate a passenger's agreement with such terms and conditions.

For codeshare services on flights operated by another airline, Copa Airlines and Copa Airlines Colombia are responsible for the obligations contracted with passengers under its Air Transportation Agreement for the entire codeshare trip. Any regulations included in the Copa Airlines and Copa Airlines Colombia Air Transportation Agreement regarding the issuance of tickets shall be applicable to codeshare services of Copa Airlines and Copa Airlines Colombia on flights operated by another airline. Each codeshare partner, however, has its own terms and conditions for the operation of its flights that may differ from the terms and conditions set forth in the Copa Airlines and Copa Airlines Colombia Air Transportation Agreement with respect to flights operated by Copa Airlines and Copa Airlines Colombia. Such terms and conditions set forth in the codeshare partner's transportation agreement for its flights are incorporated by reference into the Copa Airlines and Copa Airlines Colombia Air Transportation Agreement and shall apply to the codeshare services provided by Copa Airlines and Copa Airlines Colombia on flights operated by such partner, and shall supersede any conflicting Copa Airlines and Copa Airlines Colombia's terms and conditions that would otherwise apply. Terms and conditions that may differ between Copa Airlines and Copa Airlines Colombia, on the one hand, and a codeshare partner, on the other hand, include, among other things:

1. check-in time limits
2. unaccompanied children
3. transportation of pets
4. transportation refusal
5. oxygen services
6. irregular operations
7. refund for transportation refusal
8. acceptance of baggage, allowed baggage and liability
9. special assistance services

If you have any additional questions regarding any policies related to your codeshare flight, please contact Copa Airlines and/or Copa Airlines Colombia.

You can obtain information regarding codeshare flight policies by contacting the Copa Airlines Reservation Center.

Our goal is to make each and every flight a secure and pleasant experience for our passengers. For this purpose, we have provided the full text of our Air Transportation Agreement.

**COMPAÑÍA PANAMEÑA DE AVIACIÓN S.A. (COPA AIRLINES)**

**AND AEROREPUBLICA S.A. (COPA AIRLINES COLOMBIA)**

**AIR TRANSPORTATION AGREEMENT**

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## ARTICLE I

### DEFINITIONS

“AAC” It is the Panamanian Civil Aeronautics Authority (*Autoridad Aeronáutica Civil de Panamá*).

“Access Permit for Restricted Areas” It is the document issued by the appropriate authority to persons or vehicles to have access to restricted areas or to the airport’s administrative area.

“Aerodrome” A defined land or water area devoted to the arrival and departure of aircraft and aircraft maneuvering on the surface.

“Agreed Stopover” Are those points, except the origination and destination points, that are specified as stops, either in the itinerary or on the ticket.

“Agreement” It is this Air Transportation Agreement.

“Aircraft” Any airplane capable of maintaining itself in the atmosphere and designed to transport Passengers and/or cargo.

“Airport” Any Aerodrome equipped with special services for the arrival, departure, parking and fueling of aircrafts, boarding and deboarding of Passengers, and loading and unloading of cargo and mail.

“Airport Operator” A natural or legal person authorized to manage or operate an airport.

“Airport Tax” It is the amount charged to a Passenger for the use of the airport facilities that can be collected by THE CARRIER with prior authorization, either on the ticket or at each airport, and must be paid by the Passenger.

“Airway Ticket or Ticket” (GENERAL DEFINITION). It is the document issued by THE CARRIER or its Authorized Agent as written proof of the transportation agreement. The term that will be used in this Agreement is ticket.

“Airway Ticket, Ticket or Electronic Ticket” It is the document issued by any electronic means by THE CARRIER or its Authorized agent as written proof of the transportation agreement.

“Airway Ticket, Ticket or Multi-segment Ticket” It is the ticket issued to a Passenger in relation with another ticket. Together, they constitute a single transportation agreement. For all legal purposes it is considered as subsequent transportation, pursuant to Article 14 of these Transportation Terms and Conditions.

“Authorities” Members of law enforcement, national police, military forces or security, immigration, customs or aviation agents or representatives or those who serve for such purposes in the corresponding country and are granted power by law or by the competent authorities.

“Authorized Agent” A natural or legal person with whom THE CARRIER has a business relationship for the sale and distribution of its services and those of other airlines, when authorized. The agent is an independent business person that operates its own company with its own personnel in representation of THE CARRIER pursuant to THE CARRIER’s instructions.

“Baggage” Refers to Passenger’s personal items, effects and other objects to be carried or used by the Passenger, needed for his comfort and wellbeing during the trip. Unless otherwise provided, said term refers to Passenger’s checked and unchecked baggage.

“Baggage Tag or Stub” Document issued by THE CARRIER to identify Checked Baggage.

“Boarding Pass” A paper or electronic document issued against a Flight Coupon, which is required to board an aircraft.

“Carrier’s Designated Code” It is the numeric code of 3 digits or alphanumeric code of 2 or 3 letters/numbers assigned by IATA to identify each CARRIER.

“Carrier” Refers to the air company that issued the ticket and/or operates the transportation, as well as any air company whose designated code appears on the Passenger’s ticket. For cargo, the ticket includes the air Carrier that issued the Air Waybill and all the air Carriers that transport or are committed to transporting the cargo, or providing any other services related to such air transportation.

“Carry-on Baggage” It is baggage that the Passenger keeps with him or her during the flight under his or her custody, care, control and responsibility.

“Checked Baggage” It is baggage placed under THE CARRIER’s custody for its transportation and for which a Baggage Tag has been provided to be attached to each piece of received parcel.

“Confirmed Reservation” It is understood as the assignment of one or more spaces for one or more persons, in one or more flights, on specific dates, fares and routes. The confirmation of the reservation in THE CARRIER’s internal system is included in the Passenger Name Record (PNR) of each flight. THE CARRIER must be consulted to verify if the issued ticket requires a reservation confirmation.

“Connection” A change from one flight to another made by the Passenger at a point different from the origination and destination points indicated on the ticket. It may or may not involve a change of aircraft or change of flight number.

“Copa Colombia or Copa Airlines Colombia” It means AeroRepública S.A., individually identified as “THE CARRIER” for all purposes of these Transportation Terms and Conditions.

“Copa or Copa Airlines” It means Compañía Panameña de Aviación, S.A., individually identified as “THE CARRIER” for all the purposes of these Transportation Terms and Conditions.

“Damage” It includes Passenger’s death, wounds, bodily injury, total or partial loss of baggage, destruction, or other damages to property, resulting from the transportation or another related service provided by THE CARRIER.

“Days” Are calendar days. To determine the term of validity of a ticket, the day on which the ticket is issued or the day of the flight departure shall not be counted.

“Domestic Transportation” Air transportation within the territory of the same country.

“Electronic Flight Coupon” A document that allows its beneficiary to board the flight(s) specified on the coupon and under the conditions contained therein. It is issued electronically and its information is included in THE CARRIER’s database.

“Emergency Response Program” Procedure to be followed during emergency conditions related to accidents or incidents that affect or may affect the physical integrity of the Passenger, personnel and aircraft.

“Excess Baggage” Baggage which exceeds the allowed and authorized baggage in terms of weight, dimension or number of pieces, for which additional charges shall be collected.

“Fare” The price paid by the Passenger for the transportation service and its applicable conditions. Fares are subject to utilization terms and conditions related to, among others, validity periods with regard to time, payment conditions, endorsement restrictions, refund provisions, utilization on certain flights, minimum or maximum stay at the place of destination, specific travel dates, penalties, rules for allowed baggage and other applicable conditions.

“Flight Coupon” The document that allows its beneficiary to board the flight(s) specified on the coupon and under the conditions contained therein. It can be issued on paper or by electronic means.

“Free Baggage Allowance” Refers to the maximum allowed baggage in terms of its weight, number, and/or dimension that the Passenger is allowed to check without additional cost. The number of pieces, dimension and weight shall be determined by route or fare.

“Frequency” Refers to the number of flights operated in a given route.

“Hazardous Materials” Are all those items or substances classified as explosive, flammable, gases, acids, corrosive, radioactive, biological, and/or those determined as such by the airline or by national or international laws or regulations.

“IATA” International Air Transport Association.

“In-transit Passenger” A Passenger that stays on land between destinations.

“International Airport” Any airport assigned as port of entry and departure for domestic and/or international air traffic, where procedures related to customs, immigration, public health, veterinary and phytosanitary regulation, among others, are carried out.

“International Transportation” Air transportation between points located on territories of different countries.

“Itinerary” A detailed list of THE CARRIER’s flights framed within a schedule, or the total number of flights operated regularly by THE CARRIER. It may include equipment, schedules, routes and frequency.

“Lost Baggage” Checked Baggage that is not delivered to the Passenger at the time it is claimed or afterwards. It is that baggage that cannot be found after 21 days of search.

“Medical Certificate” A document issued after a medical exam which constitutes acceptable evidence of the bearer’s psychophysical condition.

“No-Show” Refers to a Passenger that having a confirmed reservation for a determined flight does not show up within the time specified by THE CARRIER, causing him to miss the booked flight(s) and possibly generating charges or penalties.

“Operator” A legal person that is engaged in the commercial operation of aircrafts, and is authorized as such.

“Parcel” Any independent and non-consolidated unit of merchandise properly packaged for transportation. A container with homogeneous cargo for the same consignee and included in a single transportation document is also considered a parcel. A suitcase can be a parcel.

“Passenger or Traveler” A person, with the exception of the crew members, who is transported or that must be transported on an airplane by virtue of a transportation agreement.

“Prepaid Ticket Advice (PTA)” A notification sent by teletype, e-mail, or mail related to a request made by a person in a given city for the issuance of a prepaid ticket in favor of another person in another city.

“Reimbursement” A refund of the total or partial value of a ticket issued by THE CARRIER to the Passenger in case of voluntary or involuntary failure to travel which may be subject to certain conditions. A refund may be issued using the same payment method used to purchase the ticket. Fares identified as non-refundable and previously accepted by the Passenger shall not be refunded.

“Route” Refers to a segment between two given points. For commercial purposes, it refers to air transportation services provided between two cities.

“Security Control” It comprises the procedures and measures designed to prevent access into airports, sterile areas and aircrafts of dangerous persons, weapons and items or objects, as defined in this document, which can be used to commit acts of illicit interference or that by their nature constitute a safety risk to persons and aircrafts.

“Special Drawing Right (SDR)” It is an international reserve asset created by the International Monetary Fund in 1969 to supplement its member countries' official reserves. Its



value is based on a basket of four key international currencies, and SDRs can be exchanged for freely usable currencies.

“Stopovers” Refers to the points, except origination and destination points, indicated on tickets or on THE CARRIER’s schedule as intermediary stops in Passengers’ itineraries.

“Transfer Baggage between Airlines” Checked baggage that is transferred during a trip from one CARRIER’s aircraft to another CARRIER’s aircraft.

“Transportation Terms and Conditions” Those terms and conditions contained in this Agreement and understood to be included in the transportation agreement between THE CARRIER and the Passenger. These terms and conditions are of public knowledge and are available to users at the airport offices and found on the tickets and at THE CARRIER’s website.

“Treaty” means any de the following instruments, as applicable:

- The Convention for the Unification of Certain Rules Related to International Air Transportation, signed in Warsaw on October 12, 1929 (The Warsaw Convention).
- Protocol amending the Convention for the Unification of Certain Rules Related to International Air Transportation. Hague, September 28, 1955.
- Montreal Protocols I, II, III and IV. Montreal, 1975.
- Supplementary Convention of the Warsaw Convention for the unification of certain rules related to international air transportation operated by a non-contractual carrier. Guadalajara, 1961.
- The Convention for the Unification of Certain Rules for International Air Transportation. Montreal, 1999.

“UAEAC” means the Special Administrative Unit of Civil Aeronautics of Colombia (*Unidad Administrativa Especial de Aeronáutica Civil de Colombia*).

“Unclaimed Baggage” Baggage with a tag that arrives at an airport and is not claimed by any Passenger. Such baggage may arrive without a baggage tag or stub.

“Unidentified Baggage” Baggage without a tag that no Passenger claims at an airport and whose owner cannot be identified.

“Weapons and Other Dangerous Goods or Items” Any object that may be used to threaten the physical integrity of individuals or to cause damage to airport facilities, aircrafts or other assets. For example, the following personal effects are considered weapons or dangerous goods:

- Clubs: sticks or similar blunt instruments.
- Explosives/Ammunition/Incendiary Devices: any type of explosives, ammunition, incendiary substances, fireworks or any other component that may result in an explosion or fire, either commercially manufactured, homemade, or any combination of those components.

- Firearms: any weapon that can shoot projectiles by an explosion, including starter compressed air guns, or BB weapons and signal guns.

- Gases and Chemical Agents: tear gas, irritating aerosols and similar gases and chemicals contained in a gun, can or any other container.

- Sharp Weapons: sables, swords, hunting knives and other cutting instruments that may be considered dangerous.

- Other Dangerous goods: such as ice picks, pocket knives, shaving blades, long scissors, paper cutters, nail cutters with metal files, which commonly are not considered lethal or dangerous weapons, but can be used as weapons, including toy weapons or grenades or replicas.

## ARTICLE II

### APPLICABILITY

Section 2.1. General. Subject to Section 2.3, the terms of this Agreement apply to those flights or flight segments in which the name COPA, Copa Airlines, Copa Airlines Colombia or the designated code for these airlines [(CM and/or CM\*)] appears in the Carrier's box on Flight Coupons.

Section 2.2. Applicability. These Transportation Terms and Conditions are applicable unless they contravene the [National Constitution], ratified international treaties, or the laws or regulations of the countries where they are applicable. If any provision of these Transportation Terms and Conditions are not enforceable, the enforceability of the other provisions shall not be affected.

Section 2.3. Codeshare and Charter Agreements. For some services THE CARRIER has executed codeshare and charter agreements with other airlines, carriers or individuals. This means that even in the event that a ticket bearing THE CARRIER's designated code or its name as the transport airline has been issued to a Passenger, the Carrier operating the flight may be a different one. In that case, and pursuant to Section 2.2, the Terms and Conditions of this Agreement shall apply. Note: The liability derived from these agreements shall be governed by international laws and treaties or agreements. See Article 14 of these Transportation Terms and Conditions.

## ARTICLE III

### AIRPORT SECURITY

#### Section 3.1. Airport Security.

3.1.1. Objective. Carriers engaged in civil national and international aviation may develop and implement actions and procedures designed to prevent acts that violate national and international laws and regulations. This Agreement is subject to the security laws, regulations, rules and directives issued by governmental agencies including, but not limited to, those issued during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the rules contained in this Agreement and the security laws, regulations, rules and directives, the latter shall prevail.

3.1.2. Scope. Such procedures may require the search and inspection of Passengers and their belongings, the security of the aircraft and the facilities, knowledge and reporting of acts of illicit interference, training and planning of contingencies and emergencies in all the destinations served by THE CARRIER.

#### Section 3.2. Baggage Control.

##### 3.2.1. Checked Baggage.

3.2.1.1. All checked baggage may be inspected using an x-ray device or by means of a manual physical search in the presence or even in the absence of the Passenger. In certain cases, such inspection may be carried out by the country's authorities, military or police forces. Each Passenger is responsible for the contents of his baggage.

3.2.1.2. If a dangerous, forbidden, incendiary or explosive item or substance or firearm is found, or if the authorities or THE CARRIER deem that any such item or substance threatens the security of the aircraft or other Passengers, the item or substance in question shall be removed in order to load the baggage. THE CARRIER shall not be responsible for the custody of these items.

3.2.1.3. The Passenger shall refrain from including in his checked baggage, among other things, the following items which can be affected by x-rays or inspection machines:

- (a) Photographic film rolls;
- (b) Scientific samples and materials;
- (c) X-rays; and
- (d) Any other item susceptible to damage by x-rays or inspection machines.

### Section 3.3. Passenger Control.

3.3.1. Searches. THE CARRIER may search or inspect the Passenger for security purposes using manual, mechanical or electronic methods.

3.3.2. Passenger Identification. Passengers shall fully identify themselves at check-in and boarding times, in order to verify that the names on an identity document and the airway ticket match. The following are valid identification documents:

- (a) National Identity Card
- (b) Passport
- (c) Military I.D.
- (d) Identification Card
- (e) Birth Certificate
- (f) Identification from state security agencies such as the police, the National Security Administration or other similar agencies.

THE CARRIER may refuse, validly and without any liability, to transport the Passenger when the Passenger does not provide full identification or does not have all the documents and visas necessary for the trip. Photocopies of documents shall not be accepted. Only originals shall be accepted.

### Section 3.4. Refusal to Transport.

THE CARRIER has the right to refuse boarding or transportation to any person, at any time, if it has notified such person that after a given date that person cannot be boarded, or if in previous or future flights:

- (a) Said person participates or is involved in some incident that threatens or risks the physical integrity or the safety of the Passengers, the crew members, the baggage, the cargo or the aircraft.
- (b) Said person is or appears to be sick, intoxicated or under the influence of alcohol or drugs.
- (c) Said person displays aggressive or unacceptable behavior.
- (d) Said person does not allow himself or herself to be searched.
- (e) Said person does not allow the inspection of his or her checked or carry-on baggage.

- (f) Said person poses a potential threat to the safety, comfort, and order or discipline of the flight, the health or convenience of the other Passengers and the crew, or the integrity of the flight.
- (g) Said person has not paid the fares, taxes and other applicable charges.
- (h) Said person does not have valid trip documents, attempts to enter a country for which said person does not have the necessary documentation, destroys his documentation during the trip, or refuses to provide his documents to the crew in exchange for the corresponding receipt or proof.
- (i) Said person presents a ticket purchased fraudulently or reported as stolen or false, or is not the person designated as Passenger.
- (j) Said person has not used the Flight Coupons in sequence or presents a ticket that has not been issued by THE CARRIER or its authorized agent, or whose ticket is altered in any way.
- (k) Said person does not obey the safety and behavior instructions of THE CARRIER's representatives, either on land or in air.
- (l) Said person does not comply with the laws and regulations.
- (m) Said person is included on the restricted lists issued by the competent authorities in any of the countries where THE CARRIER operates.

## ARTICLE IV

### RESERVATIONS AND CALL CENTER

#### Section 4.1. Reservations Management and Handling.

Reservations are personal and non-transferable. It is forbidden to make reservations under fictitious names. At a minimum, reservations must contain the following information:

- (a) Name and surname of the person or persons that are traveling indicating if it is MR., MRS., MISS, CHD or INF. The reserved segments indicating flight number, date, number of spaces and fare class.
- (b) Telephone numbers, preferably at origination and destination or connecting cities. At least one contact telephone number is required.

- (c) Ticket number or time limit to purchase the ticket.

Section 4.2. Ticket Time Limit. The ticket time limit is the time within which the Passenger must purchase the ticket pursuant to the fare's applicable terms and conditions. If the Passenger fails to purchase the ticket within such time limit, the reservation shall be automatically cancelled.

Section 4.3. Reservations Properties. When it is determined that a person has reserved segments that cannot be flown simultaneously, THE CARRIER shall try to contact the person who made the reservation to determine the segments needed. In the absence of such communication, the corresponding reservations shall be cancelled.

Section 4.4. Reservation Methods. Reservations can be made as follows:

- (a) Through or by request of a travel agency.
- (b) Through other airlines' distribution or reservations systems.
- (c) Through the Internet.
- (d) Directly with THE CARRIER at call centers and points of sale.

Section 4.5. Reservation Changes.

4.5.1. Reservation Cancellations. A reservation may be cancelled for the following reasons:

- (a) A request from the agency or person who originally made the reservation.
- (b) A request from the agency or person authorized in the reservation.
- (c) By the CARRIER when a duplicate reservation is detected; in other words, more than one reservation for the same person for the same flight numbers.
- (d) By the CARRIER when the time limit to purchase the ticket has expired and it has not been purchased, or when the Passenger does not comply with the fare terms and conditions.
- (e) By failure of the Passenger to show for one of the booked segments (a "No Show").

4.5.2. Reservation Modifications.

A reservation may be modified for the following reasons:

- (a) A request from the agency or person who originally made the reservation to change the itinerary or to add or eliminate information other than the Passenger's name.
- (b) A request from the agency or person authorized in the reservation.
- (c) By THE CARRIER due to operational reasons, in which case and if possible, THE CARRIER shall contact and inform the Passenger about the change.

Section 4.6. Payment Methods.

The ticket may be paid as follows:

- (a) At a travel agency, in accordance with the agency's accepted payment methods.
- (b) At points of sales including THE CARRIER's call center, by credit card, debit card, check or cash.

Section 4.7. Information Confidentiality.

Each passenger authorizes THE CARRIER to process all information provided, which shall be used to formalize the reservation, transportation service, business purposes, promotion of services of THE CARRIER and / or its affiliates of products and services, operation of the frequent flyer program ConnectMiles; complying with applicable laws, regulations, government requests and/or judicial orders. The use of the data provided for commercial purposes, promotions of THE CARRIER and / or its affiliates of products and services and the operation of the frequent flyer program ConnectMiles will not apply to passengers from countries whose regulation requires compliance with any additional formality.

Section 4.8. Notification of Operational Changes.

In case of any operational changes related to the flight, departure time, change of equipment or, in general, any matter affecting the reservation, THE CARRIER shall make commercially reasonable efforts to inform the Passenger.

ARTICLE V

SPECIAL SERVICES

Section 5.1. General Considerations. Special services are those provided to the THE CARRIER's Passengers according to their individual needs or requirements.

Section 5.2. Policies and Requirements. The Passenger shall inform THE CARRIER of his or her requirements or needs at least 24 hours prior to the trip or at the time the reservation is

made. It is the Passenger's responsibility to document and include in the reservation the information related to the special services needed. THE CARRIER is not obliged to provide such special services if the information is not properly documented in the format set forth for such purposes (i.e. the Special Services Request - SSR).

Any special services provided by THE CARRIER are subject to the Transportation Terms and Conditions and availability and are limited to the special services set forth in this Article V.

### Section 5.3. Transportation of Children.

#### 5.3.1. Transportation of Minors.

5.3.1.1. For the purposes of air transportation services, a minor is considered a person that has not reached twelve (12) years of age as of the date of the flight.

- (a) Infant: A minor that as of the date of the flight has not reached two (2) years of age and may travel without occupying a seat, under the custody of a responsible adult. The infant shall travel on the lap of the responsible adult, once the adult has fastened the seatbelt. A ticket for air transportation is required for an infant even if he is not paying a fare. If the responsible adult wishes the infant to occupy a seat, the adult shall pay the cost of the air transportation ticket and shall utilize an infant chair approved by the international rules as appropriate to be used in an aircraft.
- (b) Child: A minor older than two (2) years old, but who has not reached twelve (12) years of age as of the date of the flight. A child shall travel occupying a seat and paying the corresponding fare.

5.3.1.2. An adult person may travel with a maximum of one infant under two (2) years of age under his control.

5.3.1.3. Any minor that cannot sit with the seatbelt fastened and is not carried as an infant on the lap of an adult Passenger must be transported in an infant/child chair approved for air transportation. Infant/child chairs may only be used in unoccupied seats of the aircraft and cannot be placed on the lap of an adult, cannot be used in emergency exit rows, and must remain properly fastened to the aircraft's seat during the entire flight.

5.3.1.4. For safety purposes on the flight, minors and their accompanying adults must not sit by the emergency exits.

5.3.2. Unaccompanied Minors. This service is defined as the transportation of a minor that as of the date of the trip is at least five (5) years old but under fourteen (14) years of age and travels under the custody of a representative of THE CARRIER. The responsible adult shall inform THE CARRIER about his or her requirements or needs at least 48 hours before the trip, or when the reservation is made. THE CARRIER is not obligated to provide such special services if the information is not properly documented in the format set forth for such purposes



(i.e. the Special Services Request - SSR). THE CARRIER reserves the right to set a maximum number of unaccompanied minors it may transport per flight. THE CARRIER does not accept or transport unaccompanied minors where the trip involves on its itinerary, flights operated by other carriers.

5.3.2.1. Minors under five (5) years of age may not travel without a responsible adult.

### 5.3.3. Policies for Transportation of Unaccompanied Minors.

5.3.3.1. THE CARRIER'S companion service starts at the check-in desk, includes the transfer of the minor through security and immigration for departure, includes accompaniment to the boarding gate and seating in the plane. Upon arrival at the final destination, the minor is accompanied by a liaison officer from the plane through immigration and customs, at which point the minor is handed over to the designated responsible adult. Unaccompanied minors may not transport pets in the Passenger cabin.

5.3.3.2. In order to facilitate the check-in, boarding and/or transfer procedures for unaccompanied minors, minors shall carry the documents required for transportation in a document holder, hanging from the neck or the shoulder.

5.3.3.3. No minor under fourteen (14) years of age shall be permitted to travel solely accompanied by a person younger than eighteen (18) years of age, unless that person proves to be the minor's father or mother.

5.3.3.4. An adult must accompany the unaccompanied minor at the departure airport, make the necessary arrangements for boarding of such unaccompanied minor, and should wait up to 1 hour after departure before leaving the airport.

5.3.3.5. The adult accompanying the minor to the departure airport must process all the documentation required for unaccompanied minors, and provide precise details of the adult receiving the minor at the destination city, including, address and telephone number, and must accept the Transportation Terms and Conditions.

5.3.3.6. The designated responsible adult must await the minor at the arrival airport at the flight's scheduled arrival time, identify himself or herself as the designated responsible adult authorized to receive the minor at the time of such minor's arrival. In the event the flight is delayed for any reason, such responsible adult shall wait at the airport until the minor's arrival.

5.3.3.7. Unaccompanied minors between five (5) and seven (7) years of age may only take direct flights.

5.3.3.8. Unaccompanied minors between eight (8) and fourteen (14) years old may travel on direct flights and connecting flights of THE CARRIER. This service is not available if the minor's itinerary includes a flight that is the last flight of the day for such route, unless such flight is the only flight of the day.

5.3.3.9. For unaccompanied minors between fifteen (15) and seventeen (17) years old, the use of the Unaccompanied Minors service is not required, but is available if the responsible adult delivering the minor requests such service, subject to the same charges and provisions in the preceding paragraphs.

5.3.3.10. Unaccompanied minors may not carry excess baggage or extra baggage as checked baggage, nor carry pets as carry-on baggage.

5.3.3.11. Unaccompanied minors should keep carry-on baggage to a minimum and must have the identifying and contact information on or in their baggage, whether checked or carry-on.

5.3.3.12. THE CARRIER may only charge the unaccompanied minor a service fee when the originating flight is operated by THE CARRIER.

5.3.3.13. THE CARRIER may request proof of age documentation for minors.

5.3.3.14. During the time between connections, unaccompanied minors shall remain under the custody and care of THE CARRIER.

Section 5.4. Transportation of Sick Passengers. Each Passenger is responsible for his or her own health. When a Passenger has an illness, THE CARRIER may transport the Passenger, provided that the Passenger assumes the responsibility for any adverse effect the flight may have on his or her health. There are certain conditions or illnesses that require a written authorization to fly issued by the treating physician that guarantees that such Passenger's health will not be adversely affected during the flight. THE CARRIER reserves the right to request said physician's authorization at any time.

5.4.1. Transportation of Sick Passengers' Policy. This policy is presented herein as a guide and is not restricted. It is essential that the sick Passenger consults with THE CARRIER before the trip and at the time of making the reservation regarding THE CARRIER's procedures and requirements to provide the transportation service. In general terms, once the Passenger has consulted with THE CARRIER, identified its requirements and complied with them, the Passenger must show up at the airline desk pursuant to the ticket's terms. In the event there is discrepancy between THE CARRIER's judgment and the Passenger's or the treating physician regarding the Passenger's capacity to have a safe trip, THE CARRIER may consult Airport Health Authority or a qualified physician to determine if the Passenger will be allowed to board. If THE CARRIER and/or the Airport Health Authority and/or the qualified physician, deem the Passenger is not fit to travel, or that it would endanger his or her or the other Passengers' and crew's safety or health, transportation shall be denied.

Section 5.5. Services Offered to Persons with Special Needs. THE CARRIER shall offer assistance to those persons requiring special services during their trip. Some of these services are: wheelchair services, acceptance of service animals on board, providing safety instructions booklet in Braille, and on-board assistance, among others. The Passenger shall inform THE CARRIER about his or her requirements or needs at least 24 hours prior to the trip or when the reservation is made. The Passenger is responsible to document or include in the reservation the information

regarding special services. THE CARRIER is not obligated to provide such special services if the information is not properly documented in the format set forth for such purpose (i.e. the Special Services Request - SSR).

#### Section 5.6. Pregnant Women and Infants.

5.6.1. Pregnant Women. Pregnant women shall inform THE CARRIER regarding their condition, even if it is not evident, and their pregnancy status. Pregnant women shall also sign the liability exoneration letter in favor of THE CARRIER, in which they accept that they are flying under their own responsibility and risk with regard to their pregnancy. As a general rule, the transportation of pregnant women in good health condition is authorized provided that the Transportation Terms and Conditions are complied with. Women with more than 32 weeks of pregnancy shall submit a certificate issued by their treating physician clearly indicating that they may travel by plane and that said transportation does not pose a risk to the woman or her fetus, the stage of her pregnancy (i.e. number of weeks), the probable date of birth and the certificate's date of issuance. Said authorization shall be valid for a maximum of 15 calendar days from the date of issuance and must still be valid on the day of the return flight. Pregnant women that are travelling within 7 days prior to the probable date of birth must have a medical certificate issued no more than 72 hours prior to the date of the trip, and said certificate must indicate that the Passenger's physical condition is appropriate to travel and that the probable date of birth is later than the date of the last flight. For domestic or international flights originating in Colombia, any pregnant woman with seven or more months of pregnancy shall submit a medical certificate issued no more than 12 hours prior to the flight. Pregnant Passengers may not be seated the emergency exit rows.

In the absence of a medical certificate complying with the above mentioned requirements, pregnant women with more than 32 weeks of pregnancy shall be denied boarding. Boarding may also be denied if a Passenger shows physical signs indicating that she is about to go into labor.

5.6.2. Infants Younger than Seven Days Old. THE CARRIER shall not transport infants younger than seven days old or babies requiring an incubator. THE CARRIER may request proof of age for the infant.

#### Section 5.7. Transportation of Pets.

5.7.1. Requirements for Air Transportation of Pets as Baggage. THE CARRIER only considers dogs and cats as pets. Pets that do not conform to the above mentioned parameters will not be checked in or accepted for transportation as carry-on baggage. THE CARRIER offers services for the transportation of pets as set forth in this Agreement.

The CARRIER offers transportation service for domestic animals. The transportation services for domestic animals are only offered on days in which the quarantine offices of the various departure and arrival airports are operating normally. The CARRIER shall not be responsible for any inability to offer such transportation services during such days.

5.7.1.1. Transportation of Pets as Checked Baggage in the Cargo Compartment on International and Domestic Flights.

As of May 1, 2013 THE CARRIER shall no longer offer any transportation services for pets as checked baggage, on either international or domestic flights, through its airport ticket or check-in counter. Such transportation services shall only be offered and must be arranged through Copa Cargo. Notwithstanding the foregoing, THE CARRIER shall allow pets to be transported as checked baggage under any reservations made on or prior to January 31, 2013.

5.7.1.2. Transportation of Pets as On-board Checked Baggage on International and Domestic Flights. Occasionally it is possible that certain pets (dogs and cats) may travel with their owners in the passenger cabin as carry-on baggage. The transportation of certain pets in the passenger cabin is allowed on all domestic flights. Pets must travel inside special bags or kennels that allow them to breathe freely. Pets that show signs of nervousness or aggressiveness and those that by their appearance, smell or sickness may inconvenience other Passengers and the crew shall not travel in the passenger cabin and may be transported through Cargo department service. Costs associated with this change shall be assumed by the Passenger. Once aboard, the kennel must be placed under the seat in front of the Passenger traveling with the pet. The pet shall remain inside its kennel during the entire trip. When making the reservation, the Passenger must clearly inform that he is traveling with one pet in the passenger cabin. This service is subject to space availability, since the number of pets is limited to a total of 3 per flight: 0 in Executive Class and 3 in Economy Class.

- (i) The transportation of pets as carry-on baggage is subject to an additional charge. The cost for this service on international and domestic flights may be checked at Copa Airlines' website [www.copaair.com](http://www.copaair.com).
- (ii) Only pets that do not pose a risk for the flight's safety shall be transported.
- (iii) Pets younger than eight weeks are not accepted for transportation.
- (iv) For trips to international destinations, the Passenger is responsible to be informed of and comply with all the requirements needed for the transportation of his or her pet from the originating country, through any connections and to the final destination. At the check-in the Passenger must submit to THE CARRIER the certificates and documents necessary to transport the pet. These requirements and documents may vary from country to country; however, the following items are customarily required: Health Inspection Certificate, the animal's health certificate and the original and current vaccinations certificate according to age and breed.
- (v) The Passenger and the pet must travel on the same flight.

(vi) The Passenger must provide his own kennel for the pet's transportation. The Passenger is responsible for carrying the pet inside a kennel.

(vii) Under no circumstances is a pet allowed to be outside the kennel.

(viii) Only one animal per kennel or container is allowed. The animal must be able to move freely inside the kennel.

(ix) Only one pet per Passenger is allowed.

(x) The Passenger may feed the pet, provided it remains inside its container or kennel.

(xi) Health certificates for pets traveling from Colombia to the United States must indicate that the pet is free from screwworms.

#### 5.7.1.3. Pet Kennels or Containers

(i) Kennels or containers must be made of wood, metal or plastic.

(ii) Kennels or containers must be big enough to allow the animal to stand, turn and lay down comfortably.

(iii) Kennels or containers must be sturdy enough to prevent the animal from escaping during its handling and transportation.

(iv) Doors must have safety locks which allow opening the door without the need of any special tool.

(v) Kennels or containers must have holes for proper ventilation.

(vi) Kennels or containers must have a system to collect the pet's waste during transportation.

(vii) The dimensions of containers or kennels to transport pets in the passenger cabin must not exceed the following dimensions: Hard-sided kennels: Width - 13 inches, Length - 17 inches, Height – 7.5 inches. Soft-sided kennels: Width – 11 inches, Length – 18 inches, Height – 11 inches.

(viii) All kennels or containers must be leak and escape-proof.

5.7.2. Service and Emotional Support Animals. THE CARRIER only accepts dogs as service and emotional support animals specially trained to accompany handicapped persons. Service and emotional support animals are allowed inside the cabin without any kennel, provided that their masters keep them under control at all times. Service and emotional support animals must travel at the feet of their master and wearing their special harness. The Passenger must submit the respective certification that identifies his animal as a service or emotional support animal for cases of psychological special needs. On international flights the Passenger must submit the health

certificate of the service animal issued by an appropriate authority and all the documents necessary to enter the transit and destination cities. Regulations for transportation of animals as cargo and Passenger cabin do not apply for transportation of service animals. Transportation of service and emotional support animals is free of charge to the Passenger. It is understood that said animals are trained to relieve their physiological needs at certain times and places. A Passenger traveling with a service or emotional support animal shall be seated preferably on the first row of Economy Class. Passengers traveling with service or emotional support animals may not be seated in the emergency exit rows.

5.7.3. Search and Rescue Dogs. Search and rescue dogs may travel in the passenger cabin, at the feet of their guide, provided that they wear an appropriate vest, harness, are identified with a microchip, and carry identification. The dog must wear a double collar and double leash.

5.7.3.1. Important Considerations for Domestic and International Flights:

(i) As a safety measure, pets measuring more than 35 cm from the floor to their back must wear a muzzle during the entire trip.

(ii) Animal health airport authorities and THE CARRIER reserve the rights of admission or transportation of the pet, if in their judgment the pet does not comply with all the regulations and safety measures required to travel.

(iii) If the Passenger wants to carry agricultural products or byproducts on board, the Passenger must comply with the sanitary requirements of the competent authorities. It is the Passenger's responsibility to be informed and to comply with all legal requirements.

(iv) Entry of said products is prohibited in many countries since they may be carriers of plagues and sicknesses for plants and animals and therefore shall not be transported. Among the products subject to this restriction are: seeds, flowers, fruits, aromatic herbs, produce, meat products, biological pesticides, plants with or without soil and animal and vegetable byproducts. Failure to declare these items is a violation of the law. It is the Passenger's responsibility to be informed and to comply with all regulations imposed by authorities in each country.

Section 5.8. Transportation of Non-admitted, Deported or Felon Passengers.

5.8.1. Transportation Policy for Non-admitted Passengers. In accordance with international rules, non-admitted Passengers are Passengers with a nationality different from the airport of arrival who are rejected by the appropriate authorities at the destination country, either due to problems with their documentation or simply because their entry is not approved. If the Passenger has a return ticket it will be used to return the Passenger. If the person does not have a return ticket, the Passenger's remaining coupons shall be used as partial payment for the new ticket, or a fully new ticket shall be issued. The Passenger is responsible for payment of the new ticket. THE CARRIER is not responsible for meal expenses, transportation, hotel, guard services,

etc. Immigration authorities of such country shall assume the custody of non-admitted Passengers. There is no limit to the number of non-admitted Passengers accepted per flight.

5.8.2. Transportation Policy for Deported Passengers. A deported Passenger is a person that has been legally admitted in one country by its authorities or has entered illegally, and subsequently the competent authorities of such country order the person's expulsion to his country of nationality, either for immigration, political, criminal or judicial reasons. There is no limit to the number of deported Passengers accepted per flight.

5.8.2.1. Transportation Policy for Felons. A felon is considered a person that has been deprived of his freedom by the appropriate authority. The competent authorities must communicate to THE CARRIER their requirements or needs at least 48 hours prior to the flight or when the reservation is made. The number of deported or felon Passengers accepted per flight is limited to two (2). THE CARRIER requires that felons travel with their corresponding guards.

For the transportation of these non-admitted and deported Passengers THE CARRIER requires immigration and embassy authorities to comply with the following requirements:

1. Provide notification to THE CARRIER regarding these Passengers at least 48 hours prior to the flight or when the reservation is made.
2. Immigration authorities must inform THE CARRIER regarding the Passenger's status.
3. Provide THE CARRIER a behavioral history of any Deported or Felon Passengers.
4. Possess the documentation of Deported or Felon Passengers.
5. Ensure the proper appearance of Deported or Felon Passengers.
6. Ensure that Deported or Felon Passengers do not carry belongings in the Passenger cabin.

## ARTICLE VI

### AIR TRANSPORT TICKETS

#### Section 6.1. Definition.

6.1.1. AIRWAY TICKET OR TICKET is the document issued by THE CARRIER or its authorized agent as written proof of the transportation agreement between THE CARRIER and the Passenger, allowing the Passenger to travel to the destinations shown on the ticket, subject to the terms and conditions of the applied fare. This Agreement shall use the term "ticket."

#### Section 6.2. Agreement Terms and Conditions.

6.2.1. Ticket Validity Requirements. THE CARRIER shall transport only the Passenger whose name appears on the ticket who must provide proper identification. Air transportation tickets are not transferable or endorsable. The Passenger shall not be transported if he does not present a valid ticket that contains the respective segment coupon and the remaining unused coupons of the sequence. In addition, the Passenger shall not be transported if the ticket presented is mutilated or has been altered. With regard to electronic tickets, the Passenger shall

not be transported unless he provides proper identification and an electronic ticket has been issued under his name for the corresponding segment. In those cases in which the Passenger does not provide proper identification or does not have a valid ticket issued for the appropriate segment, THE CARRIER shall retain and/or cancel the ticket and/or the surrendered coupons.

6.2.2. Lost Ticket Replacement. In cases of loss of a ticket or portions thereof or when the unused coupons and the flight coupon are not surrendered, at the request of the Passenger, THE CARRIER shall replace such ticket in whole or in part by issuing a new ticket, provided that it can be proved that a valid ticket had been issued for the corresponding flights and that the Passenger signs an agreement indemnifying THE CARRIER for improper use of the ticket. Otherwise, THE CARRIER may demand payment for the total value of the requested ticket, and a refund or a review would be allowed if the CARRIER that issues the ticket is certain that the original ticket has not been used before its expiration. In these cases a service charge may apply.

Section 6.3. Ticket Requirements.

All tickets issued by THE CARRIER shall contain at least the following information:

- (a) Place and date of issuance.
- (b) Departure and destination points and scheduled stopovers.
- (c) Carrier's name or reference.
- (d) Operating airline for each segment.
- (e) Transportation cost.
- (f) Passenger's name.
- (g) Ticket number.
- (h) Travel dates.

Section 6.4. Ticket Validity Period. A ticket shall be valid for one year from the original date of issuance or re-issuance, whichever is the last. This validity period is subject to the exceptions set forth by the authorities if each country.

6.4.1. In case of re-issuance of a ticket, THE CARRIER may charge a penalty or the difference between the charged fare and the fare applicable to the new ticket being issued. In addition, it may charge an administrative fee for such service. If the Passenger is not able to travel within the ticket's validity period due to lack of availability by THE CARRIER, the ticket's continuing validity shall depend on the terms and conditions of the fare paid by the Passenger. If said confirmation is not possible, the Passenger will be entitled to a refund if allowed by the fare or may request a re-issuance of the ticket with an available fare by paying the difference according to the rules set forth in these Transportation Terms and Conditions, which shall exonerate THE CARRIER from any prior liability. The validity of a ticket to request a re-issuance or refund (provided the fare allows it) shall be one year.



6.4.2. A ticket is valid to travel on the date, flight and service class for which the reservation was made and for which the fare was paid. All reservations are subject to the terms and conditions of the corresponding fare and shall be subject to seat availability on the requested flights.

6.4.3. A ticket cannot be used to travel if its validity has expired before the Passenger starts or finishes his trip. If the ticket has not expired before the Passenger completes his trip, the ticket may be reissued or reimbursed in accordance with the rules of the purchased fare and THE CARRIER's current rules and procedures. If the ticket has expired, it may not be reissued or reimbursed.

Section 6.5. Utilization Sequence of Coupons. Flight coupons must be used in the issuance sequence corresponding to the reserved and paid route. A ticket shall not be accepted and will lose all its validity if all the coupons have not been used in its issuance sequence or if some flight coupons are missing. In the event the Passenger does not use the coupons in sequential order, he may not use or request refunds for the unused segments.

6.5.1. The ticket shall not be valid and THE CARRIER may reject such ticket if the first flight coupon or electronic coupon corresponding to a segment has not been used and the Passenger wishes to start his trip at an intermediate stopover. In the event the Passenger wishes to use his ticket in a route different than the one specified on it, the ticket shall be reissued and THE CARRIER may charge the difference between the ticket's original fare and the new ticket. In addition, THE CARRIER may charge a penalty or an administrative fee for this service.

Section 6.6. Lost Tickets. A lost ticket may be replaced or reimbursed, provided that (i) the Passenger proves its loss to THE CARRIER's complete satisfaction, (ii) the fare terms and conditions allow it and (iii) the Passenger pays the applicable charges; provided, the lost ticket has not been previously used, replaced or reimbursed. In the event that the lost ticket contains any segment operated by an airline different from THE CARRIER, the refund process shall take three (3) months. In case of fraud or fraudulent use of the reimbursed or replaced ticket, the Passenger is obliged to pay THE CARRIER the reimbursed amount or the price of the reissued ticket. For any tickets lost in Panama, THE CARRIER requires a report of the loss made to the appropriate authorities. This requirement may vary in other countries depending on their internal legislation.

#### Section 6.7. Reimbursements.

6.7.1. Definition. A reimbursement is a total or partial refund of the amount paid for an unused ticket. When a Passenger is not able to use his or her ticket in whole or in part, he or she may request a refund of the value of the unused transportation, provided that the fare allows it. There are NON-REFUNDABLE fares and cases in which the Passenger is not entitled to a refund in accordance with this Agreement. Partial refunds may be made subtracting the value of the used segments based on the annual fare published on the date that the Passenger purchased his original ticket. THE CARRIER shall subtract from the refund all applicable administrative expenses, penalties and taxes.

#### 6.7.2. Types of Refunds.

6.7.2.1. Involuntary. In certain cases, THE CARRIER is responsible for the interruption of the Passenger's trip due to some irregularity. THE CARRIER may reimburse the total or partial amount of the ticket, as follows:

(i) 100% of the value of the ticket will be refunded in the event that the Passenger has not used any portion of his ticket or that the interruption has occurred at an intermediate point of his departure segment and the interruption to his flight is due to an irregular operation such as maintenance or delay of equipment.

(ii) The value of the ticket minus applicable administrative charges, taxes and duties will be refunded in the event that the interruption of his flight is due to reasons beyond THE CARRIER's control, such as natural disasters, weather, government issues, and irregular situations, among other things, which hinder THE CARRIER's regular operations.

(iii) A percentage of the value of the ticket will be refunded in the event that the Passenger has used any of the portions of his ticket. THE CARRIER shall subtract applicable administrative charges, penalties, taxes and duties from any refund.

6.7.2.2. Voluntary. Refund requested by the Passenger or the ticket purchaser. A refund may be given depending on the rules of the fare applied to the ticket to be reimbursed. A service charge shall be applied and, in cases where the fare applied has penalties, such penalties shall be subtracted from the amount to be reimbursed. Certain fares are non-refundable.

In cases where the ticket is refundable, the refund shall be issued as follows:

(i) The value of the ticket minus all applicable administrative charges, penalties, taxes and duties will be refunded in the event that the Passenger has not used any portion of his ticket, provided that the fare allows refunds.

(ii) The value of the ticket will be refunded by partially subtracting applicable administrative charges, penalties, taxes and duties in the event that the Passenger has used any portion of his ticket. The value of the used segments shall be subtracted based on the annual fare published on the date the Passenger purchased his original ticket, provided that the fare allows partial refund.

6.7.2.3. Non-refundable. In the event that the fare purchased by the Passenger does not allow refunds, the ticket may be turned into a credit to be used as a payment method for future purchases for up to one year from the ticket's original date of issuance.

6.7.2.4. Sickness or Death. THE CARRIER may give refunds in certain cases of the sickness or death of the Passenger, the Passenger's companion or direct family. The Passenger or his immediate relative must submit the request to THE CARRIER before the ticket's expiration date, along with appropriate documentation for such sickness or death. THE CARRIER may reimburse the applicable amount using the original payment method. These refunds are

subject to handling charges as set forth in the fare rule applied to the ticket. In the event of the Passenger's death, THE CARRIER shall reimburse the immediate relative, provided that this relative submits a Death Certificate. Immediate relatives are limited to spouse, children (including adopted children), parents.

6.7.3. Whom to Reimburse. THE CARRIER shall give the refund to the person that paid the ticket. This person must submit satisfactory proof such as proof of purchase or credit card receipt. In the event that the payor cannot be determined, THE CARRIER shall reimburse the Passenger or the Passenger's estate, as applicable.

6.7.4. Charges and Penalties. THE CARRIER shall apply refund charges and penalties according to the rules of the applicable fare to the ticket being reimbursed. Penalties apply to Passengers and handling charges apply to reservations. Some exceptions apply.

Handling charges do not apply to tickets for domestic flights within Colombia purchased at the website [www.copaair.com](http://www.copaair.com) or from the call center.

6.7.5. Currency Rules. Subject to Section 6.7.6, THE CARRIER shall only reimburse tickets in the country where the sale originated. Refunds shall be made with the original currency and payment method.

6.7.6. Immigration Requirements. THE CARRIER may reimburse tickets in cities different from the city where the sale originated, if and only if the Passenger proves to have citizenship or legal residence in such country where the refund is requested, or that he has transportation means to exit the country. Immigration regulations require THE CARRIER to ensure that all Passengers that are not citizens or residents have transportation means to exit the country.

Section 6.8. Stay Stopover. In certain instances THE CARRIER may, according to its availability and policies and as an exception, grant the Passenger the right to a stay stopover at the connecting point, which is not included in his ticket.

## ARTICLE VII

### FARES AND OTHER CHARGES

#### Section 7.1. Fares.

7.1.1. Definition. It is the amount that the Passenger pays for his transportation agreement from the originating airport to the destination airport and all applicable terms and conditions of said fare.

7.1.2. Restrictions. Fares vary according to the user's needs. In general, higher fares have less restrictions and vice versa. Fares are the ones in effect on the date of the ticket issuance. If the Passenger trip plans change, fares and their terms and conditions may vary.

Section 7.2. Other Charges.

7.2.1. Taxes and Duties. Taxes and duties are additional charges to the applicable fare and THE CARRIER collects them in favor of the governmental authorities that require them, entering them in a box on the transportation ticket. Such charges are not part of the fare. Taxes may be a fixed value or a percentage of the fare. Taxes, duties and other similar charges shall be paid by the Passenger in addition to the fare. Therefore, they are not part of the final transportation price provided by THE CARRIER. Taxes and duties vary depending on the regulations of each country.

ARTICLE VIII

BAGGAGE

Section 8.1. Definition.

Clothes, personal items and effects, necessary for the use, comfort or convenience of the Passenger on his or her trip are considered baggage. Unless otherwise provided, this applies to carry-on baggage as well as checked baggage. Baggage may also be used to carry work tools or instruments related to the Passenger's trade or profession, provided it is a reasonable quantity. If feasible, baggage must be transported on the same flight on which the Passenger travels. All baggage must be surrendered to THE CARRIER's desk at the airport in due time.

Section 8.2. Terms and Conditions for Baggage Acceptance.

The terms and conditions set forth by THE CARRIER for baggage acceptance are as follows:

- a) Baggage must be checked in only by THE CARRIER's agents.
- b) Passengers may not check baggage more than 4 hours prior to the scheduled time of departure of international flights and 6 hours prior to the scheduled time of departure of domestic flights.
- c) All Passengers must properly identify their baggage including: name, surname, telephone number and permanent address.
- d) In order to check their baggage, all Passengers must present a ticket containing the flight numbers, date, time and travel destination.
- e) All baggage is subject to be searched either by THE CARRIER or by competent authorities.

Any baggage having any of the characteristics described below may be subject to restricted acceptance by THE CARRIER:

- a) Baggage with a declared value above USD 5,000.

- b) Improperly packed baggage.
- c) Baggage that does not comply with the adequate size and characteristics for the type of aircraft where it will be transported.
- d) Baggage that may damage other baggage in the aircraft's cargo compartment including, but not limited to, corrosive liquids and sharp objects without the proper cover.
- e) Dangerous items, anything set forth by IATA in its Dangerous Items Manual or by national, international, or THE CARRIER's regulations.

Section 8.3. Baggage Categories.

8.3.1. Checked Baggage. Checked Baggage is baggage placed under THE CARRIER's custody for its transportation and for which a numbered claim-check has been provided corresponding to the tag attached to each piece of Checked Baggage. Checked Baggage characteristics are specified on the baggage stub.

8.3.2. Free Baggage Allowance. It is the amount of baggage in weight, number of pieces and dimensions that a Passenger may carry without cost. The allowable number of pieces, their dimensions and their weight vary depending on the route. The Passenger shall consult with THE CARRIER when he or she makes the reservation regarding free baggage allowance for the booked route. Below are the different criteria THE CARRIER uses to determine the free baggage allowance in each of the routes it operates. Because such criteria may vary from time to time, the Passenger should reconfirm directly with THE CARRIER at the time the reservation is made.

Free Baggage Allowance

A. Main Cabin

Pieces that are within the weight and size set in the general baggage conditions will be transported without any fee applied. The checked baggage allowance to be transported without any fee is shown below:

(i) Flights within Panama

The external dimensions (height + length + width) of each piece of baggage may not exceed 158 lineal cm. THE CARRIER shall not accept any baggage under the name of an infant that does not occupy a seat.

BAGGAGE FRANCHISE	BAGGAGE ALLOWANCE
MAIN CABIN	One bag with a maximum individual weight of 23kg (50lbs) - 158cm
BUSINESS CLASS	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm

(ii) International Flights

**For tickets purchased as of May 25th, 2018 to August 31st, 2018 the following baggage allowance applies:**

<b>Category</b>	<b>Economy Class</b>	<b>PreferMember Silver</b>	<b>Business Class</b>	<b>PreferMember Presidential, Platinum, Gold / Star Alliance Gold</b>
-Between Central America <sup>1</sup> -Between the Caribbean <sup>2</sup> -Between North America* -Between South America -Between South America and Central America -Between South America and the Caribbean -Between North America* and Central America <sup>1</sup> -Between North America* and the Caribbean <sup>2</sup> -Between Central America <sup>1</sup> and the Caribbean <sup>2</sup>	One bag with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 32kg (70lbs) - 158cm	Three bags with a maximum individual weight of 32kg (70lbs) - 158cm
-From/To Panama -Between North America* and South America (Excludes Puerto Rico and Guyana)	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm			

\*For flights to and from Mexico, free baggage allowance is 25kg according to the laws of this country.

<sup>1</sup>Excludes Panamá of Central America

<sup>2</sup>Excludes Guyana and Puerto Rico as part of the Caribbean

**For tickets purchased as of September 1<sup>st</sup>, 2018 to January 31<sup>st</sup>, 2019 and for tickets purchased from February 1<sup>st</sup>, 2019 with travel date before May 1<sup>st</sup>, 2019 the following baggage allowance applies:**

<b>Category</b>	<b>Economy Class</b>	<b>PreferMember Silver</b>	<b>Business Class</b>	<b>PreferMember Presidential, Platinum, Gold / Star Alliance Gold</b>
-Between Central America <sup>1</sup> -Between the Caribbean <sup>2</sup> -Between North America* -Between South America -Between South America and Central America -Between South America and the Caribbean -Between North America* and Central America <sup>1</sup> -Between North America* and the Caribbean <sup>2</sup> -Between Central America <sup>1</sup> and the Caribbean <sup>2</sup> Between North America* and Venezuela, Guayana	One bag with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 32kg (70lbs) - 158cm	Three bags with a maximum individual weight of 32kg (70lbs) - 158cm

-From/To Panama -Between North America* and South America (Excludes Puerto Rico, Guyana and Venezuela)	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm			
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\*For flights to and from Mexico, free baggage allowance is 25kg according to the laws of this country.

<sup>1</sup>Excludes Panamá of Central America

<sup>2</sup>Excludes Puerto Rico as part of the Caribbean

**For tickets purchased as of February 1<sup>st</sup>, 2019 to March 31<sup>st</sup>, 2019 and tickets purchased as of July 1<sup>st</sup>, 2019 with travel date before August 15<sup>th</sup>, 2019 the following baggage allowance applies:**

Category	Economy Class	PreferMember Silver	Business Class	PreferMember Presidential, Platinum, Gold / Star Alliance Gold
-From/To Panama -Between Central America -Between the Caribbean <sup>1</sup> -Between North America* -Between South America -Between South America and Central America -Between South America and the Caribbean -Between North America* and Central America <sup>1</sup> -Between North America* and the Caribbean <sup>1</sup> -Between Central America and the Caribbean <sup>1</sup> Between North America* and Venezuela, Guayana, Colombia, Ecuador y Surinam	One bag with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 32kg (70lbs) - 158cm	Three bags with a maximum individual weight of 32kg (70lbs) - 158cm
-Between North America* and Argentina, Bolivia, Brasil, Chile, Paraguay, Peru, Uruguay	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm			

\*For flights to and from Mexico, free baggage allowance is 25kg according to the laws of this country.

<sup>1</sup>Excludes Puerto Rico as part of the Caribbean

**For tickets purchased as of April 1<sup>st</sup>, 2019 to June 30<sup>th</sup>, 2019 and tickets purchased as of July 1<sup>st</sup>, 2019 with travel date before August 15<sup>th</sup>, 2019 the following baggage allowance applies:**

Category	Economy Class	PreferMember Silver	Business Class	PreferMember Presidential, Platinum, Gold / Star Alliance Gold
-From/To Panama -Between Central America -Between the Caribbean <sup>1</sup> -Between North America* -Between South America -Between South America and Central America -Between South America and the Caribbean -Between North America* and Central America <sup>1</sup> -Between South America and Mexico* -Between North America* and the Caribbean <sup>1</sup> -Between Central America and the Caribbean <sup>1</sup> Between United States/Canada and Colombia, Ecuador, Guyana, Peru, Surinam, Venezuela	One bag with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 32kg (70lbs) - 158cm	Three bags with a maximum individual weight of 32kg (70lbs) - 158cm
-Between United States/Canada and Argentina, Bolivia, Brasil, Chile, Paraguay, Uruguay	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm			

\*For flights to and from Mexico, free baggage allowance is 25kg according to the laws of this country.

<sup>1</sup>Excludes Puerto Rico as part of the Caribbean

**For tickets purchased as of July 1<sup>st</sup>, 2019 with travel date as of August 15<sup>th</sup>, 2019 the following baggage allowance applies:**

Category	Economy Class	PreferMember Silver	Business Class	PreferMember Presidential, Platinum, Gold / Star Alliance Gold
From/To all regions*	One bag with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 23kg (50lbs) - 158cm	Two bags with a maximum individual weight of 32kg (70lbs) - 158cm	Three bags with a maximum individual weight of 32kg (70lbs) - 158cm

\*For flights to and from Mexico, free baggage allowance is 25kg according to the laws of this country.

### 8.3.3. Limits and Charges for Excess, Excess Weight and Oversized Baggage

The applicable excess baggage fees relating to overweight, oversized and additional baggage will vary depending on the passenger's travel itinerary. [THE CARRIER] may, in its sole discretion, modify or make exceptions to its fee policy for excess baggage relating to overweight, oversized and additional baggage. Excess baggage fees relating to overweight, oversized and additional



baggage are cumulative. The sum of the fees charged for each limitation you exceed (weight, size and quantity) will be the amount charged for excess baggage. The excess baggage fees may be provided by consultation with [CARRIER] or they may be found in the baggage policy. Fees for excess baggage are cumulative depending on registered baggage conditions.

1. Embargo Periods.

The conditions stipulate in the baggage embargo policy will apply to ConnectMiles PreferMember passengers as allowed in the free baggage allowance.

Region	Dates	Conditions
From Panamá	July 1 - August 31 December 1 – January 31	Copa Airlines will accept: <ul style="list-style-type: none"> <li>One item or box in addition to the luggage allowance</li> </ul> <i>A second bag is permitted during the embargo period; a charge may apply.</i>
*To Holguin and Chiclayo	Year-round	
To Holguin, Chiclayo and Maracaibo	July 1 - August 31 December 1 – January 31	Copa Airlines will not accept: <ul style="list-style-type: none"> <li>Items in addition to the luggage allowance</li> </ul> <i>A second bag is permitted during the embargo period; a charge may apply.</i>
From the United States to Ecuador, Colombia, Brazil, Panama, Costa Rica, Argentina, and El Salvador		
From Buenos Aires to the Dominican Republic	December 1 – December 31	<ul style="list-style-type: none"> <li>Perishable food</li> <li>Overweight luggage</li> <li>Oversize luggage</li> <li>Boxes as checked luggage in the aircraft hold</li> </ul>
From Canada to Colombia	December 1 – January 31	<ul style="list-style-type: none"> <li>Irregularly-shaped packages or parcels</li> </ul>

\* The baggage embargo period update for flights to Holguin and Chiclayo will apply to tickets bought after October 15th, 2018. For Tickets bought before this date, the embargo will not apply.

INTERLINE AGREEMENTS

The free baggage allowance applicable to trips which include segments operated by an airline other than THE CARRIER shall be the free baggage allowance of the Carrier operating the trip’s longest segment.

8.3.4. Carry-on Baggage.

A. International Flights

For international flights, THE CARRIER allows a Passenger to carry on board, either in the main cabin or the executive cabin, one piece of carry-on baggage with a maximum weight of 10 kilograms (22 Pounds) and with dimensions (height + length + width) not exceeding 115 lineal cm (46 inches).

B. Domestics flights

THE CARRIER allows a Passenger to carry on board one piece of carry-on baggage with a maximum weight of 5 Kilograms (11 Pounds) and with dimensions (height + length + width) not exceeding 115 lineal cm (46 inches).

Passengers may find bag sizers at THE CARRIER's check-in counter. It is recommended that Passengers verify current regulations concerning carry-on baggage dimensions. In addition, each Passenger may carry on board, under his or her custody and without additional cost, certain of the following items:

- (a) Woman's handbag or purse.
- (b) Jacket, coat or sweater.
- (c) Any mobility items used by the Passenger, such as: crutches, walkers, canes, and wheelchairs, among others.
- (d) Photographic camera or binoculars.
- (e) Photographic and video equipment, portable computers.
- (f) Baby items for use during the trip.
- (g) Infant seats for use during the trip, provided that the Passenger paid a ticket to have the infant occupy a seat.

Such items may be transported in the Passenger cabin provided their size, dimension and weight do not inconvenience other Passengers, obstruct emergency exits, aisles or doors, or adversely affect Passengers' safety in the event of turbulence, aborted takeoffs or high-impact landings. Pursuant to provisions of competent authorities, all carry-on baggage must fit in the overhead compartment or under the front seat. Carry-on items which appear too large or irregularly shaped to fit in an overhead compartment or under the front seat will not be accepted in the Passenger cabin and will be checked in the cargo compartment. At times, additional restrictions may be placed on carry-on baggage based on the stowage capacity of the main cabin of specific aircrafts. These restrictions may apply even after boarding begins. Therefore, this may result in some carry-on baggage being checked in the cargo compartment by THE CARRIER. In such instances, THE CARRIER will hand out baggage claim checks to the Passengers affected. Carry-on baggage previously mentioned includes duty free items purchased at the departure airport.

**Dangerous items, firearms, knives, pocket knives, cutting knives, folding or retractable blades, ice picks, scissors, sharp hole punchers or similar objects are forbidden as carry-on items.**

In compliance with the International Civil Aviation Organization's (ICAO) regulations, airport authorities of various countries have adopted the following regulations with respect to the inspection of liquids, gels and aerosols transported in carry-on baggage on international flights:

- (a) All liquids, gels and aerosols are only permitted in containers that do not exceed 100 ml or its equivalent in other volume measurements.
- (b) Containers must be carried in a clear plastic zipper bag no larger than one quart in size, and must easily fit in such clear plastic bag which must be fully closed. The following items are excluded: medications, liquids (including juices) or glucose gels for diabetics or other medical needs. Such excluded items must be accompanied by their respective medical prescriptions. Baby bottles, breast milk or juices in baby bottles, packaged food for babies and children are also exempt from this restriction, as well as items purchased in duty-free shops at the airport or aboard the aircraft which shall be properly sealed, tamper-resistant, and must be accompanied by a sales receipt showing that the item was purchased at the referenced duty-free shops on the day of the trip. This provision is applicable to both departing and in-transit Passengers.
- (c) On flights bound to the United States, Passengers shall only be allowed to carry on the main cabin items purchased at the Duty Free Shop of the Tocumen International Airport in Panama.
- (d) THE CARRIER is not liable for items that airport and security control authorities retain, confiscate or prevent from being carried by Passengers.

8.3.5. Conditional Baggage. Refers to additional pieces of luggage above the free baggage allowance. Transportation of these additional pieces requires an additional fee. These pieces shall be tagged as "Conditional Baggage," which means they could be transported on a later flight. THE CARRIER reserves the right of rejecting boxes or pieces as conditional baggage.

8.3.6. Items and Personal Effects not Allowed in Carry-on Baggage but Allowed in Checked Baggage. In addition to the items mentioned above, Passengers may not transport in carry-on baggage: bladed weapons or short sharp items such as axes, canes or umbrellas with metal tips, scissors, harpoons, sport weapons or tools that may be used as bladed or sharp weapons. In addition, Passengers may not carry toy weapons or simulated weapons of any kind, potentially dangerous items such as bows, arrows, bats, sticks, clubs, boxes with sharp borders or sides, explosive capsules, not more than one box of matches or cigarette lighter, fishing poles, nail clippers with piercing or sharp blade or file, skiing poles, ice picks, shaving blades, screwdrivers, metal items with tips, martial arts items, extinguishers, whips, wrench tools, pliers, knuckles, hammers, mauls, chain saws, golf clubs or jockey sticks, cattle guns, corkscrews, no more than one pepper spray, pool cues, drills, tubes, perfumes in containers shaped as grenades or weapons, lassos or any other type of tool, liquids or gels in containers with a capacity greater than 100 milliliters or equipment that potentially may be used as weapons, or any other item that THE CARRIER considers inappropriate to be carried in the main cabin. THE CARRIER may, at its discretion, transport these items exclusively in the aircraft's cargo compartment as checked

baggage, properly packed to prevent any injury to the persons in charge of handling the baggage and to guarantee the safety of the flight.

8.3.7. Forbidden Items in Checked Baggage and in Carry-on Baggage. Passengers are forbidden to carry on their person or as carry-on or checked baggage the following items:

- (a) More than one aerosol, box of matches, or lighter in checked baggage.
- (b) Fireworks
- (c) Fuels
- (d) Paints
- (e) Solvents
- (f) Glues
- (g) Bleaches
- (h) Compressed gases or insecticides
- (i) Firearms (may be transported only after prior consultation and authorization from THE CARRIER and in full compliance with legal requirements and procedures set forth by THE CARRIER and competent authorities)
- (j) Poisons
- (k) Magnetic materials
- (l) Radioactive materials
- (m) Liquid nitrogen
- (n) Butane gas grills
- (o) Lithium batteries found defective by THE CARRIER
- (p) Dangerous goods
- (q) Any other similar materials

8.3.8. Transportation of Firearms.

A. Main Cabin

THE CARRIER allows transportation of firearms on board the Passenger cabin only after compliance with pertinent legal provisions of the originating, connecting and final destination countries and with the special authorization from THE CARRIER's Audit and Security Department for flights originating in Panama, or from THE CARRIER's Station Manager for flights originating outside Panamá. Transportation of firearms requires additional fees.

Some of the Passengers authorized to carry weapons on board are: bodyguards to high-ranking dignitaries such as presidents, vice-presidents, first ladies; security officers, or other persons with special authorization from THE CARRIER's Audit and Security Department or Station Manager. THE CARRIER shall allow only a maximum of two (2) persons carrying firearms on board the Passenger cabin. Authorization to carry firearms must be obtained from THE CARRIER's Safety Management Department 48 hours prior to the flight's departure.

It is the Passenger's responsibility to verify all requirements and present all the documentation required by authorities in the originating, connecting and final destination countries.

The transportation of firearms in the Passenger cabin is forbidden on THE CARRIER's flights to and from Colombia as well as on flights with Colombian registered aircrafts or operated by Colombian crews.

To verify the requirements necessary to carry weapons in the Passenger cabin compartment please check the contacts for your city at our website [www.copaair.com](http://www.copaair.com) and the embassies or consulates of applicable countries.

#### B. Aircraft's Cargo Compartment

THE CARRIER allows the transportation of weapons in the cargo compartment of the aircraft to destinations allowing their transport, subject to prior compliance with laws, requirements and procedures set forth by THE CARRIER and competent authorities. It is advisable to check with THE CARRIER prior to the intended travel date about the existing procedures to carry such items. Transportation of firearms requires additional fees.

The Passenger is responsible for verifying all requirements and having all the necessary documentation required by the authorities in the countries of origin, connecting countries and the final destination.

To verify the requirements necessary to carry weapons in the cargo compartment please check the contacts for your city in our website [www.copaair.com](http://www.copaair.com) and the embassies or consulates of applicable countries.

8.3.9. Handling of Electronic Equipment Allowed on Board. Electronic devices aboard aircrafts are classified as Forbidden, Restricted and Allowed. The Passenger must check with THE CARRIER before using any electronic equipment.

- A. Forbidden Items. Items that cannot be used at any time while the Passenger is aboard the aircraft. The following is a list of forbidden items which include, but are not limited to: AM/FM radios, computer peripherals or games connected by wires (printers, fax machines, etc.), remote control toys, TVs, two-way transmitters (CB radio, amateur radio i.e.: Walkie Talkie), VHF scanners, wireless mouse, and any remote control electronic device that emits signals or controls another electronic device, among other things.
- B. Restricted Items. Temporary restrictions during the flight allow certain portable electronic devices to be used on board at certain times. The Passenger must check with THE CARRIER before using any such electronic equipment. The following items can be used on board the aircraft while the door is open, and after landing: cellular telephones, wireless modems, GPS with antenna, two-way pager, two-way PDA, calculators, portable game consoles, CD players, digital or tape recorder, personal computer with mouse, PDA personal digital assistant without two-way communication, video cameras, among others.

The following portable electronic devices may be used on board when the aircraft has reached an altitude above 10,000 feet and the cabin crew has made the corresponding announcements: portable cameras or videocassette recorders, calculators, digital or tape recorder, cordless shavers, electronic games, CD players, personal computers, portable game consoles, iPods, mp3 players, palm, iPads and cellular telephones on flight mode only.

- C. Allowed Items. Items that may be used at any time on board the aircraft. These items include: equipment installed by THE CARRIER, clocks, GPS without antenna, hearing aids, implanted medical devices, Bose noise reduction earphones, one-way GPS, critical medical support equipment, and portable oxygen concentrators, among other things.

8.3.10. Musical Instruments and Sports Equipment. Certain musical instruments and sports equipment are allowed as checked baggage.

Musical Instruments and sports equipment items allowed as checked baggage shall be properly packed and are subject to an additional baggage fee to be paid by the Passenger at check-in. The maximum permitted weight per item is 100 pounds (45 kilograms). The maximum permitted dimension per item is 115 linear inches (294 linear centimeters). Such items are allowed as follows:

- (i) Archery Equipment: One archery set.
- (ii) Windsurf Equipment: One windsurf item, which shall consist of: 1 windsurf board not exceeding 115 inches in length, 1 mast, 1 sail and assembly equipment with a maximum weight of 45 kilograms (100 pounds). If the item exceeds such weight it must be checked as cargo. Additional requirements for acceptance may be applied by THE CARRIER depending on the type and configuration of the aircraft. This type of equipment shall not be accepted during embargo periods.

- (iii) Fishing Equipment: One set of fishing equipment, which shall consist of: fishing poles, reels, 1 fishing net, 1 pair of fishing boots and 1 box of bait. The container shall not exceed 115 lineal inches (292 cm – height + length + width).
- (iv) Surfing Equipment: 2 surfing boards per Passenger packed in a single case.
- (v) Paddle board Equipment: One paddleboard per passenger, packed in a case that also contains the paddles, is accepted.
- (vi) Kitesurfing Equipment: Kitesurfing equipment consists of: kite, directional bar, harness, board and ropes
- (vii) Pole Vault Equipment: One vaulting pole. Acceptance of vaulting poles by THE CARRIER is conditioned by the type of aircraft operating the flight. The Passenger should contact THE CARRIER to ascertain transportation availability for this equipment. For more information click on the following link: [Reservations Center](#).
- (viii) Ski Equipment. One set of ski equipment, which shall consist of 1 pair of water or snow skis, 1 pair of shoes or boots, stake, 1 water or snow skiing board.
- (ix) Competition Firearm Equipment. 2 rifles in a single case, power scope, 11 pounds (5 kg) of ammunition, silencer and tools, 2 cases with guns and 11 pounds (5 kg) of ammunition. 1 case with no more than 5 small guns, 11 pounds (5 kg) of ammunition, silencer and tools. Ammunition must be packed separately in the original manufacturer package or in a metal, wood or fiber safety case.
- (x) Paintball guns: One paintball gun in a hard or soft case without a safety lock may be checked. Paintball ammunition must be packaged in the original manufacturer's packaging or in safety packaging to protect the paintballs against breakage. Gas compressors must be emptied, and the regulator must be removed from the compressor. Paintball air tanks are sold empty. If such tanks are in their original, unopened plastic packaging, passengers need not show that the tanks are empty.
- (xi) Boats/Canoes/Jet Skis/Kayaks/Surf Skis: Passengers who need to transport any of these items must do so through Copa Airlines Cargo.
- (xii) Bicycles: One sports or competition non-motorized bicycle with a single seat, weighing no more than 32 kilograms (70 lbs) with dimensions not exceeding 64 lineal inches (height + length + width). Chains, bolts, breaks, and other related items must be packed in a plastic bag. The packaging must prevent the transported items from making contact with the aircraft's cargo compartment.
- (xiii) Parachuting Equipment: 1 set of parachuting equipment with its related items such as a helmet, goggles, gloves and harness. This equipment may be boarded as carry-on baggage, provided it complies with carry-on baggage allowed dimensions and weight.

(xiv) Camping Equipment: The following items of camping equipment are accepted: tents, backpacks and sleeping bags.

(xv) Bowling Equipment: Bowling equipment consists of: one pair of bowling shoes and one bowling ball.

(xvi) Diving Equipment: Diving equipment consists of: one empty tank, one regulator, one mask with a snorkel, one knife, one spear gun, one diving suit and one weight belt.

(xvii) Golf Equipment: Golf equipment consists of: one golf bag, up to fourteen (14) golf clubs, twelve (12) balls and one pair of golf shoes.

(xviii) Tennis Equipment: Tennis equipment consists of: rackets and balls

(xix) Musical Instruments. Any instrument must be covered with a special material sufficiently resistant to withstand normal transportation and handling. If the Passenger wishes to board a musical instrument as carry-on baggage that does not fit inside the carry-on baggage compartment located above the seat or if the Passenger wishes to place an instrument on a seat, the Passenger shall pay the fare corresponding to such seat.

#### 8.3.11. Restricted Items.

(i) Perishable or Fragile. The following are considered perishable items: fresh or frozen food, flowers, plants, and medications. THE CARRIER shall have limited liability for fragile, perishable and improperly packed items. Perishable items must be packed in containers with dry ice.

(ii) Dry Ice. THE CARRIER allows the transportation of dry ice, provided that it is used to preserve perishable items. Any perishable item must be packed in containers with dry ice, which shall not weigh more than 5 pounds for checked baggage and 4.4 pounds for carry-on baggage. Such containers must be resistant, ventilated and made of plastic. THE CARRIER shall not accept foam or Styrofoam containers for transportation of dry ice. Any perishable item must be properly wrapped in plastic, otherwise they shall not be accepted for transportation. Plastic wrapping must be sufficiently drip-proof to prevent any leakage, regardless of the item's position.

(iii) Hazardous Materials. Hazardous materials are items or substances that pose a risk to health, safety and the environment. They are governed by IATA, ICAO and national laws and international agreements. Hazardous materials are classified as follows: explosives, gases, flammable liquids, flammable solids, oxidizing substances and organic peroxides, toxic or infectious substances, radioactive materials, corrosives and miscellaneous. THE CARRIER shall not accept hazardous materials for transportation.



Section 8.4. Baggage Handling and Control.

8.4.1. Baggage Receipt and Check-in.

8.4.1.1. All baggage must be individually checked by the Passenger at the Carrier's desk at the airport to a duly identified representative to be properly handled and transported in the aircraft's cargo compartment, or approved as carry-on baggage.

8.4.1.2. After the baggage is weighed, the number of pieces and their weight shall be entered into THE CARRIER's system.

8.4.1.3. Each piece of baggage shall be labeled with a numbered tag containing the flight number and destination, and the tag number shall be adhered to the ticket jacket.

8.4.2. Unclaimed Baggage

8.4.2.1. If a Passenger does not claim any baggage 21 days from the scheduled date of arrival, THE CARRIER shall not be liable for such baggage and it may be destroyed.

ARTICLE IX

BOARDING PROTOCOL AND ADMINISTRATIVE FORMALITIES

Section 9.1. Check-in Desk Services.

9.1.1. Check-in Requirements.

9.1.1.1. Passengers boarding a domestic flight shall report to THE CARRIER's check-in desk at the airport no later than one (1) hour before departure. Passengers shall check-in no later than one hour and a half (1 hour and 30 minutes) before departure during high season or if there are any special requirements.

9.1.1.2. Passengers boarding an international flight shall report to THE CARRIER's check-in desk at the airport no later than three (3) hours before departure to comply with security control, immigration and other procedures. At all times, the Passenger shall observe check-in times set by THE CARRIER or its authorized agent. If a Passenger does not report to the check-in counter within the time limits set forth in this Agreement, the Passenger shall forfeit his boarding rights and his reservation shall be cancelled. These policies may be changed or modified and therefore a Passenger should always confirm the required check-in times with THE CARRIER.

9.1.2. Administrative Formalities.

9.1.2.1. General Considerations.

9.1.2.1.1. The Passenger is responsible for all necessary travel documents including passport, visas, tourist cards and any other additional or special document required by law or regulations in force in the countries of departure, destination or transit. The Passenger must comply with any regulations and procedures prescribed by the authorities of such countries concerning immigration, customs, health, security and border control.

9.1.2.1.2. The information provided by THE CARRIER concerning these matters, does not relieve the Passenger from his direct obligation to know, investigate and comply with regulations concerning such matters. THE CARRIER is neither liable for (i) a Passenger who has been denied entry to a country for not complying with such regulations or (ii) any damages suffered by the Passenger for not complying with the requirements set forth in Section 9.1.2.1.1.

9.1.2.2. Trip Documents. THE CARRIER reserves the right to deny transportation to any Passenger who does not comply with the laws and regulations in force and whose documents are not in order.

9.1.2.3. Entry Denial. A Passenger who is denied entry to a territory by the authorities shall pay THE CARRIER for all related expenses or fines imposed on THE CARRIER. The cost of the ticket paid by the Passenger to travel to such country, as well as any expenses incurred by the Passenger during said trip are not refundable.

9.1.2.4. Customs Control. If requested by the appropriate authorities, the Passenger shall permit inspection of his checked and carry-on baggage. At no time shall THE CARRIER be liable for baggage loss or damage which may result from such inspections, including during the time when the baggage is in possession of such authorities.

9.1.2.5. Security Control. The Passenger must submit to all security controls as required by the official government or airport authorities or at THE CARRIER's request.

ARTICLE X

OVERBOOKING

Section 10.1. Overbooking.

Flights operated by THE CARRIER are subject to overbooking which may result in THE CARRIER being unable to provide seats previously booked and confirmed on a specific flight. In such cases, THE CARRIER's liability shall be governed by Section 10.2.

Section 10.2. Overbooking Compensation Procedures.

The following procedure shall be applicable for overbooked flights:

Request for Volunteers. This procedure consists of informing Passengers holding reservations for a flight that such flight is overbooked and attempting to find Passengers with flexible itineraries who are willing to surrender their seats in exchange for compensation. Such compensation shall be determined by THE CARRIER if there are no applicable legal provisions.

In other cases and, particularly for overbooked flights, if a Passenger does not have an available seat and is not a volunteer, THE CARRIER shall identify such Passenger as Involuntary. When an involuntary Passenger cannot get a seat on a flight he or she originally booked, he or she shall be compensated pursuant to applicable law or pursuant to the compensation determined by THE CARRIER if there is no applicable law. From time to time, THE CARRIER shall have the right to modify compensation terms for overbooking, complying at all times with applicable legal provisions.

A. Compensation Method. THE CARRIER utilizes cash, immediately negotiable checks, and/or travel vouchers as compensation in accordance with applicable laws and governmental regulations, or as determined by THE CARRIER if there are no applicable laws or governmental regulations. For Involuntary Passengers traveling on nonstop flight segments originating at a point within the United States, denied boarding compensation shall be made in cash or an immediately negotiable check on the day and place the denied boarding occurs, except where THE CARRIER arranges, for the Passenger's convenience, alternate means of transportation that departs before the payment can be prepared and given to the Passenger, in which case it shall be made by mail or other means within 24 hours after the time the denied boarding occurs. For Voluntary Passengers, THE CARRIER utilizes travel vouchers known as Denied Boarding Compensation (DBC) as compensation. These vouchers are issued on the date and at the point of the overbooking. If the Passenger agrees to serve as Voluntary, such Passenger shall receive a travel voucher for which the Passenger shall sign a receipt releasing THE CARRIER from any liability. Travel vouchers (DBC's) may be used to purchase airline tickets, pay for excess baggage, pay penalties, and pay for difference in fares. Travel vouchers are not valid to purchase services provided by other airlines. These vouchers (DBC's) are not refundable and have no residual value and cannot be used to pay for any type of taxes. Face value of issued vouchers (DBC's) shall be determined by THE CARRIER pursuant to the compensation policy in force at the time of the irregularity.

B. Priority Seat Assignment in Cases of Overbooking. In cases of overbooking THE CARRIER shall assign seats to Passengers according to the following priority order:

1. Handicapped Passengers.
2. Unaccompanied minors.

3. Executive Class Passengers and Passengers with preferred status in THE CARRIER's frequent flyer program.
4. Passengers with confirmed seats regardless of the order in which they were checked in.
5. Passengers without confirmed seats depending on the order in which they were checked in. This last category shall be governed by the rules determined by THE CARRIER.

C. Subsequent Transportation of Overbooked Passengers. Passengers who were not able to obtain a confirmed seat from THE CARRIER due to overbooking shall be transported by THE CARRIER in the following order:

1. On the next available flight operated by THE CARRIER with no additional cost to the Passenger, regardless of the service class or whether the Passenger was classified as voluntary or involuntary.
2. On a flight operated by another airline if the Passenger so requests and provided there is space available on such flight and the scheduled time of arrival of such flight is earlier than the next flight operated by THE CARRIER.

D. Limitation of Liability. Acceptance of a DBC by the Passenger constitutes compensation of the Passenger by THE CARRIER for overbooking and releases THE CARRIER from any and all subsequent liability.

## ARTICLE XI

### ON-BOARD BEHAVIOR

It is the Passenger's obligation to follow all safety instructions of THE CARRIER and the crew given during boarding, taxiing, takeoff, landing and deboarding, as well as behavior in general during the flight. Pursuant to Law, the captain is the ultimate authority on board the aircraft and all crew members and Passengers are subject to his authority during the flight. Passengers shall refrain from any actions that endanger the safety of the aircraft, crew, their own safety and the safety of other Passengers or goods on board, as well as from any behavior contrary to morals, good customs or discipline, or that otherwise disturbs other Passengers. When actions which are disturbing, or contravene laws and regulations, or compromise the safety of the aircraft, the Passengers, the crew or THE CARRIER or the Passengers' goods take place, the crew members have full authority to take any measures deemed appropriate to manage or control the situation. Such measures may include deboarding, refusing to transport or, if required, immobilizing a Passenger or any other necessary measures.

#### Section 11.1. Unsafe Actions.

Passengers shall refrain from the following actions:

- (a) Unbuckling seatbelts or standing at times expressly prohibited by the airline crew.
- (b) Use of restricted devices during take-off or during the flight, as the airline crew may instruct, or as described in this Agreement and in the airline's safety card.
- (c) Removal or misuse of lifejackets and other emergency equipment or any other items on board the aircraft or at the airports.
- (d) Removal of blankets, pillows or any other item, equipment or goods which belong to THE CARRIER or other Passengers.
- (e) Obstruction or destruction of alarms, smoke detectors or any other equipment installed on the aircraft.
- (f) Smoking anywhere on board in domestic or international flights.
- (g) Exhibiting behavior or making comments that may cause panic among other Passengers.
- (h) Showing disrespect, insulting, or physically or verbally assaulting any Passenger or flight or ground crew member of the airline.
- (i) Carrying weapons or sharp, stabbing or blunt items that may be used as weapons on board the aircraft or at the airport.
- (j) Exhibiting improper behavior or performing lascivious acts.
- (k) Consumption of alcoholic beverages or food not provided by THE CARRIER without its authorization.
- (l) Boarding or remaining in the aircraft under the influence of alcohol or drugs or any other toxic substance.
- (m) Any other action considered improper or wrongful by THE CARRIER, the competent authorities, the law, and proper conduct standards.

## ARTICLE XII

### FLIGHT CANCELLATIONS, DELAYS AND OPERATIONAL CHANGES

#### Section 12.1. Definitions.

- (a) Canceled Flights: Means a flight that does not operate.
- (b) Delayed Flights: Means a flight that is delayed by more than 30 minutes from the scheduled time.
- (c) Operational Changes: Means that a flight is affected by reasons associated or related to the operation.
- (d) Unforeseen Circumstances: It means circumstances outside THE CARRIER's normal operations which prevent operation of a flight or delay its departure or arrival, such as weather conditions, technical failures outside the scheduled or routine maintenance of the aircraft, issues and circumstances related to Passengers or third parties, malfunctioning of ground support equipment, political circumstances, strikes, riots, wars, curfews, and airport closures, among other things.

#### Section 12.2. Policies.

The Carrier reserves the right to provide an affected Passenger with transportation on another airline. In the event of cancellation, delay or early departure of a flight, change in route or loss of a connecting flight, THE CARRIER's policies shall apply in accordance with the existing regulations applicable to each case.

The Carrier shall not be liable for any delay, cancellation or operational change due to force majeure or weather conditions that may affect the flight's safety. THE CARRIER shall not be liable for any damages resulting from any delays if it is proven that THE CARRIER, its agents or employees took all the necessary measures to prevent such damages or that it was impossible to take such measures.

## ARTICLE XIII

### ON-BOARD SERVICES

#### Section 13.1. Definition.

On-board services refer to services provided by THE CARRIER during a flight and may vary depending on the aircraft type, route, and flight duration and characteristics. On-board services may include beverages, meals and entertainment. On-board services represent an added value offered by THE CARRIER to its Passengers and do not constitute an obligation for THE CARRIER.

Section 13.2. Policies.

THE CARRIER reserves the right to modify its on-board service policies.

ARTICLE XIV

COMMERCIAL ALLIANCES AND AGREEMENTS

Alliances are defined as cooperation agreements among the airlines with the purpose of reaching levels of synergy to allow them to improve route networks, passenger service and performance. At any time during the duration of this Agreement, THE CARRIER may become a member of one or more alliances or commercial agreements which shall be informed to the Passenger at the appropriate time. THE CARRIER is a party to important commercial agreements with other airlines such as:

Section 14.1. Codeshare Agreements.

Codeshare is an agreement which allows use of a designated airline code of an airline which does not operate the flight in a route or route segment serviced by other airline(s). In other words, by virtue of such codeshare agreement, the operating airline allows the marketing airline to use its code in a flight operated by the operating airline. In case of routes operated under a codeshare agreement, Passengers shall be notified as to the name of the airline actually operating the flight.

Section 14.2. Interline Agreements.

They are agreements THE CARRIER has with other airlines to sell transportation services to each other.

14.2.1. Global Alliances. They are commercial agreements or covenants between two or more airlines for mutual benefit.

ARTICLE XV

LEGAL ASPECTS OF CIVIL LIABILITY  
(DOMESTIC AND INTERNATIONAL)

Section 15.1. Panama's National Air Transport's Liability Policy. Decree 21 dated January 29, 2003.

15.1.1. Liability

15.1.1.1. Passengers. THE CARRIER shall be liable for damages resulting from the death of a Passenger or any bodily injury sustained by a Passenger if the act causing the damages took place on board the aircraft or during boarding or deboarding operations.

15.1.1.2. Baggage and Cargo. THE CARRIER shall be liable for loss, destruction or damage to cargo or checked baggage if the act causing the damages occurred while the cargo or baggage was under the custody of THE CARRIER or its employees, either on board of an aircraft or at any other place.

15.1.1.3. Delays. THE CARRIER shall be liable for damages resulting from a delay in air transportation of Passengers, baggage and cargo.

#### 15.1.2. Limits of Liability.

15.1.2.1. Passengers. THE CARRIER's liability with respect to each Passenger shall be limited to the sum of twenty-five thousand dollars (USD 25,000).

15.1.2.2. Baggage and Cargo. For checked baggage and cargo, THE CARRIER's liability shall be limited to the sum of twenty-four dollars and seventy-five cents per kilo (USD24.75), unless a special declaration of value has been made by the sender at the time cargo is delivered to THE CARRIER and by paying a supplementary fee, if applicable. With respect to items under the Passenger's custody, THE CARRIER's liability shall be limited to the sum of thirty-three dollars and twenty cents (USD 33.20) per Passenger.

15.1.3. Exoneration of Liability. THE CARRIER shall not be liable if it is proven that THE CARRIER or its employees took all the necessary measures to prevent the damage or that it was impossible to take such measures.

15.1.3.1. Passengers. THE CARRIER's liability may be released or mitigated if it proves that the injured person caused or contributed to the damage.

15.1.3.2. Baggage and Cargo. THE CARRIER shall not be liable if it proves that the loss or damage resulted from inherent or hidden defects.

### Section 15.2. Colombia's National Air Transportation Liability Policy.

#### 15.2.1. Liability.

15.2.1.1. Passengers. THE CARRIER shall be liable for damages resulting from death or bodily injury to a Passenger by the sole reason that the act which caused the damages took place on board the aircraft or during boarding or deboarding the aircraft.

15.2.1.2. Baggage and Cargo. THE CARRIER shall be liable for loss or damage to cargo or checked baggage if the act causing the damages occurred while the cargo or baggage was on board the aircraft or under the custody of THE CARRIER, its employees, agents or consignees.

15.2.1.3. Delays. THE CARRIER shall be liable for damages resulting from delays while transporting Passengers, baggage or cargo.

#### 15.2.2. Limits of Liability.



15.2.2.1. Passengers. THE CARRIER's liability shall be limited to twenty-five grams of pure gold per Passenger.

15.2.2.2. Baggage. For the transportation of checked baggage and cargo THE CARRIER's liability shall be limited to ten grams of pure gold per kilo of checked baggage or cargo per person, unless a special declaration of value has been made by the sender at the time cargo is delivered to THE CARRIER and by paying a supplementary fee, if applicable. With respect to items under the Passenger's custody, THE CARRIER's liability shall be limited to two hundred grams of pure gold per person for all carry-on items.

15.2.3. Exoneration of Liability. THE CARRIER shall not be liable if it proves that it took all reasonable measures to prevent such damages.

15.2.3.1. Passengers. In some cases THE CARRIER may limit its liability if it proves that:

- (a) Damages were caused exclusively by third parties.
- (b) Damages were caused by force majeure, except in cases where there is negligence attributable to THE CARRIER.
- (c) Damages resulted solely from Passenger's negligence or from pre-existing injuries or sickness and have not been worsened by acts attributable to THE CARRIER.

15.2.3.2. Baggage and Cargo. THE CARRIER shall not be liable for damages resulting exclusively from inherent or hidden defects of the items being transported. THE CARRIER shall not be liable if it proves that the loss or damage to checked baggage or cargo occurred while they were under the exclusive custody of customs authorities.

### Section 15.3. International Air Transport Liability Regulations.

The treaty for the consolidation of certain regulations pertaining to international air transport signed in Warsaw on October 12, 1929 (the Warsaw Convention) and subsequent amendments and the treaty for the consolidation of certain regulations pertaining to international air transport signed in Montreal on May 28, 1999 (the Montreal Convention) set forth the limitation of liability for Passenger injury or death, loss or damage to cargo and delays, as applicable.

All the provisions contained in the Warsaw Convention and the Montreal Convention, as applicable, govern liability policies related to international air transport. As reference to the Passenger, the following are some of the provisions that govern limitation of liability under both treaties:

#### **Warsaw Convention Applicability:**

##### 15.3.1. Liability.

15.3.1.1. Passengers. THE CARRIER is liable for damages resulting from death of a Passenger or any bodily injury sustained by a Passenger if the act causing the damages took place on board the aircraft or during boarding or deboarding.

15.3.1.2. Baggage and Cargo. THE CARRIER shall be liable for loss, destruction or damage to cargo or checked baggage if the act causing the damages occurred during air transportation.

15.3.1.3. Delay. THE CARRIER shall be liable for damages resulting from delays during air transportation of Passengers, baggage or cargo.

### 15.3.2. Limits of liability.

15.3.2.1. Passengers. For transportation of persons, THE CARRIER's liability with respect to each Passenger shall be limited to the sum of 16,600 Special Drawing Rights.

Note: U.S. Regulations require that for flights to or from the United States, or which include a stopover in the United States, the limit of liability shall not be less than USD 75,000.

15.3.2.2. Baggage and Cargo. For transportation of checked baggage and cargo, THE CARRIER's liability shall be limited to the sum of 17 Special Drawing Rights per kilo, unless a special declaration of value has been made by the sender at the time cargo is delivered to THE CARRIER and by paying a supplementary fee, if applicable. With respect to items under the Passenger's custody, THE CARRIER's liability shall be limited to the sum of 332 Special Drawing Rights per Passenger.

15.3.2.3. Exoneration of Liability. THE CARRIER shall not be liable if it is proven that THE CARRIER or its employees took all the necessary measures to prevent such damages or that it was impossible to take such measures.

15.3.2.4. Passengers. If THE CARRIER proves that the injured person caused or contributed to the damage, the court may, pursuant to applicable legal provisions, release or mitigate THE CARRIER's liability. THE CARRIER shall not be liable for a Passenger's sickness which is not attributable to THE CARRIER's negligence.

15.3.2.5. Baggage and Cargo. THE CARRIER shall not be liable for damages if it proves that such damages are attributable to pilot error, steering or navigation errors, and that otherwise THE CARRIER and its employees took all the necessary measures to avoid damages.

### **Montreal Convention Applicability:**

#### 15.3.3. Liability.

15.3.3.1. Passenger. THE CARRIER shall be liable for damages resulting from death or bodily injury to a Passenger by the sole reason that the act which caused the death or injury took place on board the aircraft or during boarding or deboarding.

15.3.3.2. Baggage. THE CARRIER shall be liable for loss or damage to checked baggage by the sole reason that the act causing the destruction, loss or damage occurred while the checked baggage was on board the aircraft or at any time under the custody of THE CARRIER. For unchecked baggage including personal items, THE CARRIER shall be liable if damage was caused by its fault or the fault of its employees or agents.

15.3.3.3. Delay. THE CARRIER shall be liable for damages resulting from delay during air transportation of Passengers, baggage or cargo.

15.3.3.4. Cargo. THE CARRIER shall be liable for damages resulting from destruction, loss or damage to cargo for the sole reason that the act causing the damage took place during air transportation.

#### 15.3.4. Limits of Liability.

15.3.4.1. Passengers. THE CARRIER shall not be able to exclude or limit its liability if damages as described in paragraph 15.3.3.1 do not exceed 113,100 Special Drawing Rights per Passenger. THE CARRIER shall not be liable for damages described in paragraph 15.3.3.1 exceeding the amount of 113,100 Special Drawing Rights per Passenger if it proves that:

- 1) Damages were not caused by the negligence or any other wrongful action or omission of THE CARRIER, its employees or agents, or
- 2) Damages were solely caused by the negligence or any other wrongful action or omission of a third party.

15.3.4.2. Baggage. For transportation of baggage, THE CARRIER's liability shall be limited to the sum of 1,131 Special Drawing Rights per Passenger, unless a special declaration of value at the destination point has been made by the Passenger at the time the baggage is surrendered to THE CARRIER and by paying a supplementary fee, if applicable.

15.3.4.3. Delay. THE CARRIER's liability for damages resulting from delay during air transportation of Passengers is limited to 4,694 Special Drawing Rights per Passenger.

15.3.4.4. Cargo. For transportation of cargo, THE CARRIER's liability for damages resulting from destruction, loss, damage or delay shall be limited to the sum of 19 Special Drawing Rights per kilo, unless a special declaration of value at the destination point has been made by the sender at the time the cargo is surrendered to THE CARRIER and by paying a supplementary fee, if applicable.

15.3.4.5. Limit Amounts. Shall be revised every 5 years with respect to inflation rate indexes of nations whose currencies are covered by Special Drawing Rights.

15.3.4.6. Exoneration of Liability. If THE CARRIER proves that the negligence or any other wrongful act or omission by the person requesting indemnity or by the person that subrogates his/her rights caused or contributed to the damage, THE CARRIER shall

be exonerated in whole or in part from its liability with respect to the claimant, provided that this negligence or any other wrongful act or omission caused or contributed to the damage. When a person who is not the Passenger claims an indemnity for the death or injury of the latter, THE CARRIER shall be equally exonerated from its liability in whole or in part, provided that it proves that the Passenger's negligence or any other wrongful act or omission caused or contributed to the damage. This Section shall apply to all liability provisions.

15.3.4.7. Passengers. In some cases THE CARRIER may limit its liability if it proves that:

- (a) The damage was not caused by negligence or any other wrongful act or omission by THE CARRIER, its employees or agents.
- (b) The damage was solely caused by the negligence or any other wrongful act or omission by a third party.

THE CARRIER shall not be liable for a Passenger's sickness not caused by acts attributable to THE CARRIER.

15.3.4.8. Baggage. THE CARRIER shall not be liable for damages resulting from the baggage's inherent or hidden defects.

15.3.4.9. Delays. THE CARRIER shall not be liable for damages caused by delays, if it is proven that THE CARRIER or its employees or agents took all the reasonably necessary measures to prevent such damages or that it was impossible for any of them to take such measures.

15.3.4.10. Cargo. THE CARRIER shall not be liable for damages provided it proves that the destruction, loss or damage resulted from one of the following:

- (a) Nature of the cargo or the cargo's inherent or hidden defects.
- (b) Cargo's defective packaging performed by a person other than THE CARRIER or some of its employees or agents.
- (c) Act of war or armed conflict.
- (d) Act by a public authority performed with relation to the cargo's arrival, departure or transit.

#### Section 15.4 Time Limit to Submit Claims or File for Legal Action.

Passengers: Any legal action resulting from a Passenger's injury or death shall be filed within two years after the aircraft's arrival date or the date of the aircraft's scheduled arrival. Any indemnity rights shall be waived if an action is not filed within this timeframe.

Baggage:

Damage: for checked baggage, claims shall be submitted immediately after damage is noticed or within 7 days after the baggage is received.

Delay: claims shall be submitted within 21 days from the date baggage has been delivered.

Loss: if THE CARRIER admits responsibility for loss of checked baggage, or if such checked baggage has not arrived after 21 days following its scheduled date of arrival, the Passenger shall exercise the rights against THE CARRIER conferred to him by this Agreement.

Cargo:

Damage: any claims shall be submitted immediately after damage is noticed or within 14 days from the date the cargo is received.

Delay: claims shall be submitted within 21 days from the date the cargo delivered.

All claims shall be submitted in writing within the above mentioned timeframes. The absence of a written claim within the specified timeframes shall render inadmissible any and all actions against THE CARRIER excluding cases of fraud by the Carrier.

Other applicable conditions:

- a) THE CARRIER assumes no liability for any indirect, consequential or any other forms of non-compensatory damages.
- b) THE CARRIER assumes no liability for any damages to items or merchandise which are not acceptable for transportation pursuant to the terms and conditions contained herein. THE CARRIER may be liable for items such as fragile or perishable items, valuable items such as money, jewelry, precious metals, computers, personal electronic devices, negotiable instruments, security certificates, passports and other identification documents or samples provided the Passenger has made a declaration of value and paid excess valuation coverage.
- c) THE CARRIER assumes no responsibility for any damages resulting from compliance with applicable laws or governmental regulations or for lack of compliance by the Passenger of said laws and regulations.
- d) THE CARRIER assumes no responsibility for any sickness, wound, injury, death, resulting from a Passenger's pre-existing condition or from the aggravation of said condition not attributable to THE CARRIER, when the latter has taken all the necessary measures to prevent such damage or has shown it was impossible to take such measures.

- e) THE CARRIER shall be liable only for damages occurring during transportation in such flights or flight segments where the airline identifying code is indicated on the ticket. If THE CARRIER issues a ticket to a Passenger for transportation with another carrier, it shall be acting as agent for the other carrier, and the latter shall be liable for any damages arising during such transportation.
- f) Any claims for checked baggage shall be submitted by the Passenger to the last carrier and such carrier shall coordinate with any other carriers used by the Passenger on all issues related to the claim.
- g) Any liability for damages by THE CARRIER shall be reduced by the Passenger's negligence which caused or contributed to the resulting damage pursuant to applicable laws.