

# Xtra Airways Contract of Carriage

**I. GENERAL INFORMATION..... 1**

**II. ACCEPTANCE OF PASSENGERS ..... 3**

**III. RESERVATIONS..... 5**

**IV. TICKETS ..... 6**

**V. CHECK-IN ..... 7**

**VI. FARES..... 7**

**VII. REFUNDS ..... 8**

**VIII. DELAYED AND CANCELLED FLIGHTS ..... 9**

**IX. DENIED BOARDING ..... 10**

**X. BAGGAGE..... 12**

**XI. CLAIMS ..... 16**

**XII. MISCELLANEOUS ..... 16**

## **I. GENERAL INFORMATION**

### **A. Introduction**

1. This Contract of Carriage sets forth Xtra Airways’ (XP’s) general terms of transportation of passengers and their baggage on all domestic and international flight segments. These terms constitute the conditions upon which XP transports passengers and their baggage. Travel on any XP flight shall be deemed acceptance by the passenger of XP’s terms of transportation.
2. Since other airlines may have different terms of transportation, that information must be obtained directly from the individual airline.
3. If travel involves a final destination or stop in a country other than a country from which the passenger departed, the Montreal Convention may apply, which, in most cases, limits the liability of airlines for death or personal injury and for loss or damage to baggage. See the notices entitled, “Advice to International Passengers on Limitation of Liability” and “Notice of Baggage Liability Limitations”, which are a part of the ticket issued.

### **B. Consequential Damages**

1. Purchase of a ticket does not guarantee transportation on an XP aircraft. XP shall in no event be liable for any indirect, special, consequential or punitive damages resulting from the performance or delay in performance of, or failure to perform, transportation of passengers and other services incidental thereto (except baggage liability as provided herein) whether or not XP had knowledge that such damages might be incurred.

### **C. Changes**

1. The terms and conditions of XP's Contract of Carriage are subject to change without notice.

#### D. Definitions

1. **Passenger:** Any person who purchases, or who contacts a ticket office or travel agent for the purpose of purchasing, or considering the purchase of air transportation.
2. **Ticket:** The instrument by which a passenger becomes authorized to be considered for air transportation.
3. **Validated Ticket:** A ticket that has been purchased (through direct payment or other satisfactory credit arrangement) and provides the authority by which a passenger can gain access to a flight for the purpose of air transportation.
4. **Baggage:** Any property of a passenger that is accepted for transportation and delivered into the custody of XP whether checked in the cargo compartment or carried in the cabin of the aircraft.
5. **Baggage Check:** The instrument by which a passenger's baggage is accepted by XP.
6. **Qualified Individual with a Disability:** Any passenger meeting the definition of "individual with a disability" contained in 14 C.F.R. § 382.5.

#### E. XP Acting as Agent for another Airline

1. XP will be responsible for the furnishing of transportation only over its own routes and subject to this Contract of Carriage. When XP issues a ticket, checks baggage or makes any other arrangements involving another airline, XP acts only as an agent for such other airline and assumes no responsibility for the acts or omissions of the other airline.

#### F. Waiver or Modification of Terms

1. No employee of XP has the authority to waive, modify, or alter any provisions of these terms of transportation or any applicable fares or charges unless authorized by a corporate officer of XP. XP's appointed agents and representatives are only authorized to perform services in relation to air transportation on XP pursuant to the Contract of Carriage and applicable fares and charges to XP and are otherwise not authorized to vary the terms of this Contract of Carriage.

#### G. Specific Fares and Charges

1. Information on specific fares and charges is available through XP's Reservations or other authorized tour operator's ticket offices.

H. All transportation is sold and operated subject to compliance with all applicable laws and regulations of any relevant governmental authority, including but not limited to the U.S. Department of Transportation, Federal Aviation Administration and Transportation Security Administration. The terms of those laws and regulations are binding on XP and upon all passengers transported, and the rights and obligations of XP and the passengers are understood to be subject thereto.

## II. ACCEPTANCE OF PASSENGERS

### A. Refusal to Transport

1. XP may refuse to transport, or may remove from any flight, any passenger for any of the following reasons:
  - a. Compliance with any government regulation or with government requisition of space or request for emergency transportation in connection with national defense or national disasters (actual, threatened, or reported).
  - b. Whenever necessary or advisable by reason of weather or other conditions beyond its control (including, without limitation, acts of God, acts of governmental authorities, labor disturbances, strikes, civil commotions, embargoes, wars, hostilities, disturbances or epidemics), actual, threatened or reported, or whenever necessary for the safety of the flight, other passengers or the crew.
  - c. Refusal by a passenger to permit a search of person or property for explosives, or deadly, hazardous or dangerous weapons, articles or substances.
  - d. Refusal by a passenger to produce positive identification upon request.
  - e. Failure of a passenger traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over, or into which the passenger will fly. XP is not responsible for any failure or inability of a passenger to comply with government laws, regulations, orders, demands and requirements, which are subject without notice.
  - f. A passenger's conduct is disorderly, abusive or violent.
  - g. A passenger who:
    - i. appears to be intoxicated or under the influence of drugs (unless the passenger is a qualified disabled individual whose appearance or involuntary behavior may make him or her to appear to be intoxicated or under the influence of drugs); or,
    - ii. attempts to interfere with any member of the flight crew in the pursuit of his or her duties; or,
    - iii. engages in any action that might jeopardize the safety or comfort of other passengers.
  - h. A passenger who:
    - i. is barefoot or inappropriately dressed; or,
    - ii. requires a stretcher; or,
    - iii. is known to have a contagious disease with significant adverse health consequences; or,
    - iv. has an offensive odor or appearance (except, if the passenger is a qualified disabled individual, when the odor or appearance is the involuntary result of the disability).
  - i. A person in custody of law enforcement personnel, unless the number of law enforcement escorts exceeds the number of persons in custody by at least one.

- j. A passenger who requires constant oxygen or other life support equipment.
- k. A passenger who wears or has on or about his or her person a concealed or unconcealed deadly or dangerous weapon.
- l. Any pregnant passenger expecting delivery within seven (7) days of flight, unless XP is provided a doctor's certificate, dated within 72 hours of departure, stating that the doctor has examined and found the passenger to be physically fit for air transportation.
- m. Any infant aged fourteen (14) days or less or an infant requiring incubator or other life support systems, even if doctor's permission has been given.
- n. Any unaccompanied passenger who is both blind and deaf, unless such a passenger is able to communicate with representatives of XP by either physical, mechanical, electronic or other means. Such passenger must inform XP of the method of communication to be used.
- o. Any passenger whose age, mental or physical condition, disability or impairment is such that the passenger would need excessive or unusual assistance in the event of an emergency or to take care of his or her physical needs in-flight, unless the passenger is accompanied by a ticketed, competent attendant who will be responsible for caring for the passenger en route and evacuation of the passenger in the case of an emergency.
- p. Any non-ambulatory passenger who is unable to care for his or her physical needs in-flight and is not accompanied by a ticketed, competent attendant who will be responsible for such passenger's physical needs. A non-ambulatory passenger is defined as a passenger who is unable to board and de-plane the aircraft unassisted or who is unable to move about the cabin unassisted. XP will accept an unaccompanied non-ambulatory passenger who is able to care for his or her physical needs in-flight. The number of such passengers is limited to one per floor level exit per aircraft type. Reservations must be made twenty-four (24) hours in advance of travel advising XP as to the nature of the handicap and assistance required. XP will make every effort to accommodate passengers on shorter notice.

B. XP is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with, but not limited to Section A. above, or governmental laws, rules or regulations.

C. Carriage of Unaccompanied Minors

- 1. Unaccompanied minors under the age of six (6) years will not be permitted to travel on XP's flights.
- 2. Unaccompanied minors must be between the ages of six (6) years and twelve (12) years of age, traveling with a responsible person who is at least fourteen (14) years of age.
- 3. All travel by unaccompanied minors must be on flights on which the minor holds a ticket from airport of origin to airport of destination. The unaccompanied minor must be brought to the airport by a parent or other

responsible adult who must furnish XP with the name, address and telephone number of the parent or other responsible adult who will meet the child upon deplaning at the minor's destination.

4. XP reserves the right to refuse transportation if the flight on which the child holds a ticket may terminate at an airport other than the minor's destination.

**NOTE:** XP will not assume any financial or guardianship responsibility for unaccompanied minors beyond those applicable to an adult passenger. For the purpose of this part an adult is defined as a person eighteen (18) years of age or older.

#### D. Trained Guide Dogs

1. XP accepts for transportation, without charge, a properly trained guide dog to assist a qualified handicapped person or a dog that is trained for explosive detection or drug detection. The dog must be properly harnessed and/or under the control of the handler. The dog will not be permitted to occupy a passenger seat, nor will it be permitted to be located on an exit row. It is preferred that the passenger and service animal be seated behind a bulkhead wall.

#### E. Use of Portable Electronic Devices Onboard the Aircraft

1. Use of portable electronic devices that may cause interference with the navigational and communications systems on the aircraft is prohibited. This may include, but is not limited to, devices that emit radio signals, such as AM and FM radio receivers, TV receivers, and cellular telephones. CD players, personal computers, hand held games, etc., which have processors that emit limited radio frequencies, may generally be used after the first ten (10) minutes of flight; however, they must be turned off and stowed for the last ten (10) minutes of flight.

### III. RESERVATIONS

#### A. Confirmed Seats

1. A reservation is deemed made when a request for space on a flight is checked as to availability and the space is allocated by an XP reservations agent, and the reservation is recorded, as confirmed on XP's reservation system. Once a passenger obtains a validated ticket that reflects reservations for a specific flight and date from XP, the seat is confirmed even if there is no record in XP's reservations system, unless such reservation was cancelled due to one of the reasons indicated in Section B. below.

#### B. Cancellation of Reservations

1. All reservations (including those for space on continuing and return flights) are subject to cancellation without notice if one or more of the following conditions apply:
  - a. If the passenger has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket indicating confirmed

- space at least one half hour prior to the departure of the flight, or earlier if a greater time limit is specified.
- b. If the passenger fails to fulfill the requirements of the fare type to which the reservation applies.
  - c. If the passenger is not present at the boarding gate, holding a validated ticket indicating confirmed space and otherwise ready for boarding at least one half hour prior to scheduled departure time of the flight, even if the passenger has already checked in for the flight at a location designated for check-in.
  - d. If the passenger fails to occupy the space reserved (for example, a no-show) on a flight of the carrier that originally reserved that space, that carrier will cancel all reservations held by that passenger for continuing and return flights, including any reservations for such flights on XP, and XP will implement such cancellation with respect to that passenger.
  - e. If cancellation is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond XP's control.
  - f. If XP refuses to transport the passenger for any of the reasons stated in Article II. above or where there is record that a reservation was cancelled (either by XP as stated above or by the passenger) after a ticket for a confirmed space was issued, the ticket may not be accepted for the flight specified. In that event, the passenger will not be eligible for denied boarding compensation.

## **IV. TICKETS**

### **A. Ticket Validity**

1. No person shall be entitled to transportation except upon presentation or confirmation (in the case of electronic "E" tickets) of a valid ticket. Such ticket shall entitle the passenger to air transportation only between airports of origin and destination and via the routing designated on the ticket. Tickets are valid for transportation for one year from date of original issue unless a shorter period is indicated on the ticket. When a ticket includes an excursion or special fare having a shorter period of validity will apply only to the excursion or special fare transportation.

### **B. Tickets Issued Pursuant to Special Promotion or Special Fares**

1. A ticket shall be deemed to have been issued as a special promotion or a special fare ticket if the fare for the air transportation to be provided in exchange for that ticket is not a published fare (that is, not published by a XP tariff). A ticket sold at a fare that is not published shall be referred to as a "Special Promotion/Special Fare" ticket. Special Promotion/Special Fare tickets may contain additional terms and conditions governing their use. These

terms and conditions shall be made available to Special Promotion/Special Fare ticket holders and shall be incorporated by reference into this Contract of Carriage.

#### C. Tickets Not Endorsable to Other Airlines

1. Notwithstanding any provision to the contrary contained in this Contract of Carriage, these tickets shall not be endorsable to any other airline for transportation. They are good for transportation on XP only.

#### D. Altered, Mutilated, and Invalid Tickets

1. An issued written ticket that has been altered or mutilated is not valid. Written tickets presented without the corresponding passenger confirmation will not be honored.

#### E. Transferability of Tickets

1. Tickets are not transferable unless otherwise specified. However, XP is not liable to the owner of a nontransferable ticket for honoring such ticket when presented by another person.

### V. CHECK-IN

A. To help ensure on-time performance, XP requires that passengers present themselves at the boarding gate, ticketed and ready for boarding, in accordance with Section III.B.1.c. above, at least one half hour before the scheduled departure time of the flight even if the passengers have already checked in for the flight at a location designated for such purpose. Failure to meet this requirement may result in cancellation of the passenger's reservations and make the passenger ineligible for denied boarding compensation.

### VI. FARES

#### A. General

1. Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin, designated on the ticket or on file in the case of electronic "E" tickets. Rules, fares and charges are subject to change without notice.
2. Passenger seats offered at fares that are discounted from normal fares may be limited on each flight and may not be offered on all flights. These discounted fares may not be available during certain periods of time and may have conditions such as advance reservations or ticketing requirements, minimum-maximum stay limitations, stopover and routing restrictions, minimum group sizes, tour package purchase and other fare-related purchase requirements.

Fares may be subject to refund restrictions and ticketing time limits. Certain fares may require that the passenger ticket be issued on XP ticket stock.

**B. Guaranteed Fares**

1. XP's fares are changed from time to time; however, if a fare is increased, the additional amount will not be collected provided that the flight(s) and date(s) shown on the ticket, or given to the passenger by reference, were confirmed as part of a reservation made prior to the date the fare was changed. Should the fare be reduced, no refund of the difference will be given.

**C. Connecting Flights**

1. XP does not provide "connecting" service. Passengers desiring to connect with other air carriers will be responsible to make their own arrangements.

**D. Routing**

1. A fare applies only:
  - a. To transportation via the intermediate cities specified by XP in connection with such fare. Any other routing may subject the passenger to an additional charge.
  - b. For transportation between the airports for which it is published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

**E. Children's Fares**

1. One child under two (2) years of age, not occupying a seat and accompanied by a passenger at least eighteen (18) years of age, will be transported without charge. All other accompanied children under twelve (12) years of age occupying seats will be charged the applicable fare.

**VII. REFUNDS****A. Refundable Tickets -Voluntary (Refunds Requested by the Passenger)**

1. When a passenger requests that a refundable ticket issued by XP be refunded, such refund will be made to the purchaser, as indicated below:
  - a. If no portion of the ticket has been used, the refund will be the amount equal to the amount paid, less a \$5.00 handling charge, up to seven (7) days prior to departure.
  - b. If a portion of the ticket has been used, the refund will be the amount equal to the remaining value after deduction of the applicable fare used from the amount paid, less a \$5.00 handling charge, up to seven (7) days prior to departure.

**NOTE:** No refund will be allowed if the request for the refund is made within seven (7) days of departure, unless the following circumstances apply:

**B. Refundable Tickets -Involuntary (Refunds provided when XP is Unable to Accommodate the Passenger)**

1. Refunds shall be provided, subject to the conditions of this Article, in the following circumstances:
  - a. The passenger is refused transportation for any of the reasons set forth in Section II.A.
  - b. The capacity of the aircraft has, for any reason, including the substitution of a different aircraft, been reduced, and is not adequate to accommodate the passenger.
  - c. The passenger's flight has been cancelled (in accordance with the conditions set forth in Article VIII below).
2. If a portion of the ticket has been used, refund will be made for the amount of the unused portion. If no portion of the ticket has been used, refund will be made for the full amount paid for the ticket.
3. XP shall make refunds according to the form in which payment was made. Refunds for tickets purchased with a credit card shall be processed for crediting-back to the same credit card within seven (7) business days from the date the refund request is received by XP. Refunds for tickets purchased with cash will be issued by check within twenty (20) business days after the refund request is received by XP.
4. In the event that a passenger is denied boarding due to oversale of the flight, the provisions set forth in Article IX below.
5. Refunds shall be made in the currency in which the ticket was purchased, or in U.S. dollars, at the option of XP. All refunds shall be subject to a \$5.00 handling fee, unless otherwise specifically provided herein.

**C. Tickets Sold By Tour Operators for Public Charters**

1. XP will assume no liability toward tickets sold by tour operators for public charters.

**D. Lost Tickets**

1. XP will not replace lost tickets, unless the flight reservation can be confirmed. In such cases, the situation will be handled in the same manner as an electronic "E" ticket.

**E. Ticket Errors**

1. Claims for errors such as overcharges, inaccurate dates, names, routing, etc. must be made within 90 days of purchase of the ticket.

**VIII. DELAYED AND CANCELLED FLIGHTS****A. XP's Responsibility for Schedules and Operations**

1. XP undertakes to transport the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of the Contract of Carriage. XP may without notice substitute alternate carriers or aircraft, and may add, alter or omit stopping places shown on the

ticket in case of necessity. Schedules are subject to change without notice. XP is not responsible, or liable, for making connections, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

#### B. Delay Situations

1. When a ticketed passenger holding confirmed reservations on a flight will be delayed because of a schedule irregularity, the passenger has the option of refusing further transportation offered by XP. In such cases, the passenger will be entitled to a full refund, less a \$5.00 handling charge. For passengers willing to wait out the delay situation, XP's only obligation will be to provide comparable air transportation, or where appropriate, provide substitute ground transportation to the destination airport without additional charge. If XP is unable to provide transportation, the passengers will be entitled to a full refund of the unused portions of the ticket, exempt from a handling charge.

#### C. Amenities and Services for Delayed Passengers

1. When a ticketed passenger holds a confirmed reservation on a flight, XP may assume limited expenses incurred as a result of a schedule irregularity resulting in a delay exceeding four (4) hours. XP will advise the passengers of the available amenities and services. XP will also provide special amenities and services that, in XP's judgment, are required by certain passengers such as unaccompanied minors, disabled, and/or ill passengers, in order to maintain the safety, health and welfare of such passengers. No amenities will be provided to passengers that are delayed or cancelled in their initial departure city.

### **IX. DENIED BOARDING**

A. XP will ensure that the smallest practicable number of persons holding confirmed reserved space on a flight is denied boarding involuntarily. If XP is unable to provide a previously confirmed seat due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on the flight, XP will take actions regarding Voluntary and/or Denied Boarding as specified below:

#### B. Voluntary

1. In the event of an oversold flight, XP will request volunteers for denied boarding before using any other boarding priority. A "volunteer" is a person who responds to XP's request for volunteers and who willingly accepts XP's offer of compensation, in any amount, in exchange for relinquishing the confirmed reserved space. Any other passenger denied boarding is considered for purposes of this part to have been denied boarding involuntarily, even if the passenger accepts the denied boarding compensation.

#### C. Involuntary

1. If an insufficient number of volunteers come forward, XP may deny boarding to other passengers in accordance with its boarding priority rules. However, XP may not deny boarding to any passenger involuntarily who was earlier asked to volunteer without having been informed about the danger of being denied boarding involuntarily and the amount of mandated compensation.
2. In the event that a passenger is denied boarding involuntarily under the circumstances set forth above, XP will provide the following compensation:
  - a. Subject to the exceptions provided below, XP shall pay compensation to passengers denied boarding involuntarily from an oversold flight at the rate of 200 percent of the sum of the values of the passenger's remaining validated tickets up to the passenger's next stop over, or if none, to the passenger's final destination, with a maximum of \$400.00. However, the compensation shall be one-half the amount described above, with a \$200.00 maximum, if XP arranges for comparable air transportation, or other transportation used by the passenger that, at the time such arrangement is made, either is scheduled to arrive at the airport of the passenger's next stopover or if none, at the airport of the passenger's destination, not later than 2 hour after the time the XP flight on which confirmed space is held is planned to arrive in the case of domestic air transportation, or four (4) hours after such time in the case of international air transportation; or,
  - b. XP may offer free or reduced rate air transportation in lieu of the cash due under Paragraph 1. above, if:
    - i. the value of transportation benefit offered is equal or greater than the cash payment otherwise required; and,
    - ii. XP informs the passenger of the amount of cash compensation that would otherwise be due and that the passenger may decline the transportation benefit and receive the cash payment.
  - c. Free air transportation as compensation for travel is limited to one (1) round-trip ticket from any one (1) city served by XP to any one destination (as shown in XP's system timetable) served by XP as selected by the passenger. Free air transportation will be provided only to the passenger who was denied boarding and will only be valid for twelve (12) months from the date of issuance. Travel must be via XP only and via the most direct routing on which space is available. The ticket has no refund value and may be rerouted and reissued only by XP.
  - d. XP shall pay to a passenger eligible for denied boarding compensation, on the day and place the denied boarding occurs, (except where XP arranges, for the passenger's convenience, alternate means of transportation that departs before the payment can be prepared and given to the passenger, payment shall be made by mail or other means within 24 hours after the time the denied boarding occurs) cash or an immediately negotiable check (captain's check) for the appropriate amount of compensation. [Part 250.8]

**NOTE:** Acceptance of denied boarding compensation constitutes full compensation for damages incurred by the passenger as a result of XP's failure to provide the passenger with a confirmed seat. The passenger shall have no further claim against XP arising out of the denial of boarding.

3. Exceptions -A passenger denied boarding involuntarily from an oversold flight shall not be eligible for denied boarding compensation if:
  - a. The passenger does not comply fully with XP's Contract of Carriage or tariff provisions regarding ticketing, confirmation, check-in, and acceptability of transportation;
  - b. The flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons;
  - c. The passenger is offered accommodations or is seated in a section of the aircraft other than that specified on the ticket at no extra charge, except that a passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund; or
  - d. XP arranges comparable air transportation used by the passenger at no extra cost to the passenger, that at the time such arrangements are made is planned to arrive at the airport of the passenger's next stopover or, if none, at the airport of the final destination not later than 2 hours after the scheduled arrival time of the passenger's original flight or flights.

## **X. BAGGAGE**

### **A. Free Baggage Allowance (Determined by Handing and Operating Limitations)**

1. For each ticketed passenger, XP will transport as checked baggage free of charge one (1) bag not to exceed 62 inches in overall linear dimensions (length plus width plus height), and the weight of which is not to exceed 50 pounds. Passengers may also carry on without charge, one (1) additional bag totaling no more than 45 inches in overall linear dimensions, and weighing no more than 40 pounds, which is capable of being stowed under a passenger seat, in an overhead compartment, or in an empty passenger seat. An extra charge applies for additional, overweight (baggage exceeding 50 pounds), and/or baggage that exceed 62 inches in overall dimensions. Special items such as boxed items, surfboards, bicycles, etc. will be handled at the discretion of XP and, if permitted, are subject to an extra charge.

### **B. Applicable tariffs on excess and oversize baggage**

1. Baggage in excess of the provisions of Section A above may be carried subject to a charge of \$50.00 for each piece up to seven (7) pieces. Seven (7) is the maximum number of excess pieces allowed per passenger.
2. Each oversize piece, the linear dimensions of which exceed 62 inches, but not more than 80 inches, and/or the weight of which exceed 50 pounds, but does

not exceed 100 pounds will be charged \$50.00 each in addition to any applicable excess baggage charges.

3. XP will not accept baggage exceeding 62 inches in overall linear dimensions or exceeding 100 pounds.

#### C. Conditions of Acceptance

1. XP will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the passenger. XP will not be responsible for, nor be held liable for, including but not limited to, the following items in checked or carry on baggage (with or without XP's knowledge): money, precious metals, jewelry, cameras, video and electronic equipment, silverware, negotiable papers, securities, business documents, samples, paintings and other works of art, antiques, artifacts, fragile articles, musical instruments and other similar valuable items and commercial items, including samples, merchandise and demonstration items. However, international flights may be governed by the Montreal Convention. That convention provides a limited amount of liability (up to 1,131 Special Drawing Rights) for loss, damage or delay of such items if included in checked baggage.
2. Checked Baggage: XP will "check" baggage that is tendered by a passenger and that is acceptable upon presentation by a passenger of a valid ticket subject to the following conditions:
  - a. Baggage must be checked at the airport at least one half hour in advance of flight departure.
  - b. The passenger's name, address, and telephone number must appear on the exterior of the baggage.
  - c. Baggage will only be checked to:
    - i. An airport that is on the passenger's routing,
    - ii. The passenger's next airport of stopover or, if there is no stopover, to the final destination designated on the ticket.
3. XP will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling; the size, weight or character of which renders it unsuitable for transportation on the particular aircraft to be used; or that cannot be accommodated without harming or annoying passengers. Fragile and perishable items (see examples below) will only be accepted if appropriately packaged in the original factory-sealed carton, mailing tube, container or case designed for shipping such items or packed with airline-approved, protective material. However, fragile items without appropriate packaging may be accepted upon the execution of a release furnished by XP, indemnifying XP against liability for damage to, loss or spoilage of contents, or delay in delivery resulting in damage to, loss or spoilage of such items.

- a. Such items may include, but are not limited to: Glass, plastic, artistic items, pottery, wood, electronic/mechanical devices, flimsy garment bags, liquids, musical instruments, papers, food, plants, flowers, photographic equipment, toys and unsuitably-protected recreational and sporting goods.

**NOTE:** XP will refuse to transport any baggage not meeting applicable operational limitations and/or security inspection requirements, mandated by the FAA and/or XP.

#### D. Conditions for Acceptance of Special Items

1. The following are special items that will be accepted as checked or carry on baggage, subject to specified conditions and payment of charges when applicable:
  - a. Firearms: In accordance with Federal law, a passenger who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a container suitable to protect the firearm.
    - i. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's original package.
  - b. Bassinets and Infant Carrying Seats: An infant's bassinet or infant carrying seat will be accepted for transportation in the passenger compartment only if the bassinet or carrying seat can be stowed beneath the seat; or when an additional seat is reserved for the infant, a ticket purchased and the bassinet or carrying seat can be properly secured by the seat belt. The infant may not be secured in the bassinet or carrying seat during takeoff, landing, or any other time when the "Fasten Seat Belt" sign is on, unless such seat is government approved for such purpose.
  - c. Seat Baggage: When determined acceptable by XP, an item of baggage may occupy a seat (selected by XP), providing the passenger accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt, reservations are made, and the applicable fare is paid.

#### E. Carriage of Live Animals

1. XP may permit a limited number of small warm-blooded domesticated animals in the aircraft cabin, under the following conditions:
  - a. The animal must be in an approved kennel designed for live animals, and must fit under the seat.
  - b. The animal must remain in the approved kennel at all times.
  - c. The live animal will be counted as a carry-on bag.
2. XP will not accept any responsibility or liability for live animals.
3. Various states of the United States, and most foreign nations, may have specific requirements for bringing in pets from outside. You should contact your veterinarian or the U.S. Department of Agriculture (Animal and Plant Health Inspection Service) to ensure that you are aware of any such requirements.

**NOTE: A service animal** trained to assist a **qualified individual with a disability** or dogs that are trained for explosive detection or drug detection are exempt from the above requirements.

**F. Hazardous and Restricted Articles**

1. XP does not accept hazardous materials (including XP materials and supplies commonly referred to as “COMAT”) for transportation by air. Applicable exceptions are listed in XP’s FAA approved Hazardous Materials Safety Program governed by 49 CFR 175.10. XP may also restrict certain articles for operational and/or security reasons as mandated by government regulation and/or XP.

**G. Baggage Claim Limits and Procedures**

1. General: Liability for loss, damage, or delay of baggage is limited as follows unless the passenger declares a higher value in advance and pays additional charges:
  - a. For most international travel (including domestic portions of international journeys), liability is limited to 1,131 Special Drawing Rights;
  - b. For travel wholly between U.S. points, total liability for provable direct damages only resulting from the loss, delay or damage in XP’s custody is limited to \$3,300.00 per ticketed passenger, unless a higher value is declared in advance and additional charges are paid.

**NOTE:** XP will have no liability for any loss, damage or delay of checked or carry-on baggage unless a claim is reported to an XP authorized air carrier representative before leaving the destination airport. Also, it should be noted that in the course of normal handling, baggage may show evidence of wear and tear. XP assumes no liability for minor damage, or for protruding parts not limited to straps, handles, wheels, and luggage feet.

H. When XP has exercised ordinary care, it shall not be liable for delay in delivery of any perishables, nor for damage to or damage caused by fragile items, liquids or perishables that are unsuitably packed, and that are included in a passenger’s checked baggage, with or without XP’s knowledge. XP may allow a passenger to check fragile and/or perishable items that are unsuitably packed upon the execution of a Liability Release.

- I. If XP accepts checked baggage less than fifteen (15) minutes prior to the scheduled departure time, XP will not be liable for any expenses incurred, including delivery expenses, should there be a delay in delivery of the baggage.

**NOTE:** When transportation is via XP and one or more air carriers with different limitations of liability, the lowest maximum baggage liability will apply.

J. Excess Valuation: Baggage liability is limited to those amounts set forth in the above terms, unless an additional charge is paid. The excess valuation charges and maximum value allowed can be obtained from XP’s Corporate Office. The additional protection (excess valuation) is not available for and does not cover loss of, damage to or delay in

delivery of: money, precious metals, jewelry, cameras, video and electronic equipment, silverware, negotiable papers, securities, business documents, samples, paintings and other works of art, antiques, artifacts, fragile articles, musical instruments and other similar valuable items and commercial effects.

K. Responsibility: XP assumes responsibility only for those claims arising from the transportation of baggage over its own routes. All claims are subject to proof of value and loss.

L. Interim Expenses: XP will not normally pay any interim expenses during the first 24 hours in the case of delayed baggage. If under extraordinary circumstances, the passenger requires interim expense money (for clothing, tools, medicine, etc.) during the first 24 hours, such payment will be made upon management approval only.

1. When the first 24 hours has elapsed and the delayed or lost baggage has not been located, at the request of the passenger, XP will pay up to a maximum of \$25.00 for interim expenses. Any request for an amount in excess of \$25.00 will be referred to the Corporate Office.
2. Interim expenses are usually not paid if the passenger resides at a locality near the origination airport.

## **XI. CLAIMS**

A. No claim for the personal injury or death of a passenger will be entertained by XP unless written notice of such claim is presented to XP within twenty-one (21) days after the occurrence of the event giving rise to the claim.

B. In the case of loss of, damage to, or delay in delivery of baggage, no claim will be entertained by XP unless preliminary notification of such claim is presented to XP within four (4) hours after arrival of the flight on which the loss, damage, or delay is alleged to have occurred. Thereafter, XP will consider such claim only upon written notice from the claimant submitted to XP no later than twenty-one (21) days after the occurrence of the event giving rise to such claim.

C. Failure to provide notice within the foregoing time limits will not bar a claim if the claimant establishes to the satisfaction of XP that he or she was unable, through no fault or omission of the claimant, to provide notice within the specified time limits.

D. No legal action on any claim described above may be maintained against XP unless commenced within one (1) year of XP's written denial of a claim, in whole or in part.

## **XII. MISCELLANEOUS**

A. XP reserves the right to amend or modify this contract at any time without prior notice.

B. Passengers who are transported aboard an XP flight pursuant to a public charter operated under Part 380 of the Rules of the Department of Transportation (14 CFR Part 380) shall be subject to the provisions of such rules (in addition to any other applicable laws or regulations under Section I.H., above) and to the Operator-Participant Contract (“OPC”) with the charter operator for that charter flight. Provisions in the OPC governing rights of the passenger and claims filed by passengers shall control in the event that there is any inconsistency between them and the provisions of this Contract.

C. The 1999 Montreal Convention or the Warsaw Convention system may be applicable to your journey, and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay. Further information may be obtained before you travel either from the air carrier as to the limits applicable to your journey or from an insurance agent as to the availability of separate insurance coverage. If a lawsuit is brought in the United States with respect to any dispute or matter whatsoever arising in connection with this journey, the passenger and the carrier agree that it shall be litigated in the federal district court in the State of Nevada, the corporate headquarters of the carrier.