

AIR TRANSPORTATION CONTRACT
OF LIMITED LIABILITY COMPANY “WINDROSE AVIATION COMPANY”
located at: st. Voloska, 50/38, of.134, Kyiv, 04070, Ukraine
(hereinafter referred to as the Contract)

NOTE

International and domestic air transportation is performed by WINDROSE AIRLINES under the terms of this Contract and is subject to WINDROSE AIRLINES Regulations for air transportation of passengers and luggage (hereinafter referred to as WINDROSE AIRLINES Regulations) and the General conditions of air transportation of the International Air Transport Association (IATA), in addition in case of discrepancies, the terms of this Contract are of priority use.

Purchase of a ticket by a passenger is an acceptance and testifies to the conclusion of the Contract under the conditions specified in it.

REGISTRATION TIME AND FLIGHT INTERRUPTION PROCEDURE

The passenger must be registered for a WINDROSE AIRLINES flight.

The passenger must independently apply to the reception desk at the departure airport or to use online check-in (the list of airports and destinations where on-line check-in is allowed, is on the website WINDROSE AIRLINES) .

In order to inform the passenger in a timely manner about changes in the flight schedule, provision of other necessary information related to transportation, as well as to fulfill the requirements of the border service authorities or other state control authorities by WINDROSE AIRLINES, the passenger is obliged, when booking / purchasing a ticket, to provide his reliable contacts (phone number, address and any other contact information), passport and other necessary data for travel. WINDROSE AIRLINES is not liable for the consequences of an untimely notification and information of the passenger about changes in the flight schedule or other events that affect the transportation, if the passenger or agent gives incomplete or inaccurate contact and / or passport data and / or in the absence of contact with the passenger for the contact details provided by him. In such a case, WINDROSE AIRLINES shall not be liable for any damage to the passenger caused by such untimely notification and information.

The passenger should arrive at the airport for check-in not later than two hours before the scheduled time of the flight departure. The registration of passengers and luggage for flights at the departure airport, as well as at the transfer airport, according to the general rule closes 40 minutes before the scheduled time of the flight departure. The boarding according to the general rule ends 15 minutes before the scheduled time of the departure.

The start and end time of check-in and luggage check-in may vary depending on the departure conditions of the airport.

A passenger who interrupts a flight or does not arrive for a flight but wishes to use other flights indicated on the ticket, including a return flight, is obliged to notify WINDROSE AIRLINES before the registration for the refused flight closes, otherwise, all bookings of seats for subsequent and return flights are automatically canceled by the booking system. WINDROSE AIRLINES is not liable for the consequences of such cancellation.

NOTIFICATION

The transportation performed under this Contract, depending on the country of arrival / departure is subject to the provisions of the Warsaw Convention-1929 (Convention for the Unification of Certain Rules Regarding International Air Transportation, signed on 10/12/1929) or the Montreal Convention-1999 (Convention on the Unification of Certain Rules of International Air Transportation, signed on May 28, 1999), which limit the air carrier's liability for improper transportation of passengers and luggage.

TERMS OF THE AIR TRANSPORTATION CONTRACT

1. The transportation performed under this Contract by several successive air carriers and executed by a completed ticket for one booking is considered as a single transportation. WINDROSE AIRLINES shall not be liable for defects in transportation that occurred at the transportation area of other air carriers, including the delay or refusal to transport the passengers or luggage.

2. In case, when the contracting (marketing) air carrier issues its ticket for use on the airlines (routes) of other actual (operating) air carriers, then these air carriers are subject to the terms and conditions specified in the ticket of the contractual air carrier. The liability for providing the service and payment of compensation is the liability of the actual (operating) air carrier, due to the fault of which the transportation has been performed improperly.

3. Each exception or limitation of WINDROSE AIRLINES liability for the transportation of the passenger and his luggage is applicable to agents, employees, representatives and contractors of WINDROSE AIRLINES involved in the transportation of the passenger under this Contract. The total amount that can be recovered from WINDROSE AIRLINES, agents, employees and representatives of such person cannot exceed the limits of the air carrier's liability, as specified in the notifications of this Contract for limitation of liability with respect to the passenger and for limitation of liability for luggage.

4. The registered luggage is received by the person specified in the luggage identification tag. In case of improper transportation of luggage (loss, deficient contents, damage, spoilage), the appropriate report (PIR or DPR) is made by the authorized person of WINDROSE AIRLINES (its agent) at the day of flight arrival at the destination point before the passenger leaves the luggage compartment of the airport control zone. In case of late arrival of the registered luggage and failure to receive it by the passenger at the luggage compartment of the airport and thus to deliver this luggage to another place specified by the passenger, the claim for deficient contents and/or luggage damage is made during its receipt and inspection by the passenger in the presence of the authorized representative of WINDROSE AIRLINES. Based on PIR or DPR reports, the passenger can make a written claim to WINDROSE AIRLINES for recovery of damages, provided, however, that the fact of making PIR or DPR reports is not the claim appeal to WINDROSE AIRLINES.

5. The claim for improper passenger and luggage transportation shall be made in writing immediately, but not later than 7 (seven) days from the date of completion of the passenger transportation and luggage receipt. In case of delay in luggage delivery or delay in passenger transportation, the claim shall be made not later than 21 (twenty-one) days from the date of luggage receipt or completion of the passenger transportation. The luggage is considered lost, if it was not found by results of search within 21 calendar days from the date following the date, at which the luggage was due to arrive to the destination point.

In that case the claim to the air carrier should be made within two years for the international flights and three years for domestic flights from the date of arrival of the aircraft to the destination point, or from date when the aircraft was due to arrive to the destination point, or from date when the transportation was stopped.

The claims are considered in the manner required by the air carrier. The air carrier is obliged to consider the claim and notify the applicant on its satisfaction or rejection within three months from the date of its receipt, if the transportation, in respect of which the claim was made, was fully performed by one air carrier. If other air carriers took part in the transportation, the term of the claim consideration can be extended up to six months.

All necessary documents confirming the rights of the passenger to demand the compensation depending on the matter, in respect of which the claim is made, including ticket (itinerary receipt), fiscal checks for payment for services (except taxi), receipt on payment for the excessive luggage,

luggage identification tag, report on improper luggage transportation (PIR-Property Irregularity Report), report on luggage damage (DBR-Damage Baggage Report), the certificate of delays and other documents, which can accelerate consideration of the claim requirements, shall be attached to the claim. The sum of the claim shall be proved by the person concerned.

In case of denied transportation, cancellation or delay of the flight, the passengers have the right to address the air carrier with the demand for compensation.

The rights of the passengers in case of denied transportation, cancellation or delay of the flight are determined by provisions of the Section XIII of the Air Code of Ukraine, Section XV of the Ukrainian Aviation Rules "Rules for air carriage and service of passengers and baggage and Section XV of the Regulations for air transportation of passengers and luggage of LLC "Windrose Aviation Company".

6. The general period of limitations is two years for the international air transportations and three years for domestic air transportation.

7. The ticket purchased at the normal tariff is valid for transportation within one year from the date of commencement of transportation, if part of the ticket is used or if the entire ticket is not used - from the date of its issue.

The ticket purchased at the special tariff is valid for transportation from the date of its issue until the date of completion of the transportation specified in the ticket.

8. WINDROSE AIRLINES has the right to delay or cancel the flight both for the commercial reasons and for the reasons beyond its control. In case of emergency circumstances and force majeure, WINDROSE AIRLINES has the right to cancel or delay the flight or to cancel the previously confirmed booking without notification of the passenger.

9. The time of the flight departure and the aircraft type specified in the ticket and in the flight schedule or in other published flight schedules are not guaranteed and is not a compulsory condition of this Contract.

10. None of the employees of WINDROSE AIRLINES, its agents or representatives have the right to change or cancel the provisions of this Contract.

11. WINDROSE AIRLINES reserves the right to unilaterally change the terms and conditions of this Contract.

12. In case of claims of the passenger to WINDROSE AIRLINES, the replacement of the creditor in the obligation is performed only with the consent of WINDROSE AIRLINES.

NOTIFICATION ON LIMITATION OF LIABILITY WITH RESPECT TO THE PASSENGER

The air carrier is liable for the damage that caused death or injury of the passenger, provided only in case if the event that caused death or injury took place onboard the aircraft or during the boarding or during the unloading of passengers.

If the air carrier proves that the damage was caused or its emergence was contributed by negligence, wrongful actions or omissions of the person demanding the compensation or the person, from whom his/her rights are derived, the carrier shall be fully or partially exempt from liability to the person demanding the compensation in the amount, in which such negligence, wrongful actions or omissions caused the damage or contributed its emergence.

If the demand for compensation in connection with death or injury of the passenger is submitted by the person other than the passenger, the air carrier shall also be fully or partially exempt from liability so far as he will prove that negligence, another wrongful action or omission of this passenger caused the damage or contributed its emergence.

The liability of WINDROSE AIRLINES in case of death or injury of the passenger is limited to standards of Montreal Convention-1999 the sum up to 113 100 special drawing rights (hereinafter referred to as SDR).

The increase of compensation can be implemented by passenger through insuring his life, health and luggage at the insurance company before the travel. The additional insurance does not change of the air carrier's liability set by the standards of Montreal Convention-1999 or other applicable regulations.

NOTIFICATION ON LIMITATION OF LIABILITY FOR LUGGAGE

For improper transportation of the registered luggage WINDROSE AIRLINES bears limited and material liability actually proven by the passenger. WINDROSE AIRLINES liability in case of loss, destruction, damage, deficiency in luggage is limited, except for cases when the passenger has made a special statement on interest in delivery and paid the fee specified by WINDROSE AIRLINES before transfer the registered luggage to WINDROSE AIRLINES.

In case of assessment of luggage by the passenger, WINDROSE AIRLINES bears the liability in sum that does not exceed the declared sum, if WINDROSE AIRLINES does not prove that this sum exceeds the real interest of the passenger in delivery of luggage. The declared value of luggage is not applied to some types of items and goods for which WINDROSE AIRLINES is not liable, namely:

brittle, fragile items and things that break or perish fast, electronic equipment (photo and video equipment, computer equipment, information carriers, etc.), software, money, keys, jewelry (precious and semi-precious metals and stones and other items), glasses, antiques, works of art, photographs, fur goods, technical documentation, business documents, securities, medicines, medical documents, passports and other identifying documents, unique or irreplaceable things, other valuable items. These items and articles must be carried under the responsibility of the passenger in hand luggage, or at the risk of a passenger in registered luggage or unaccompanied luggage (cargoes).

According to the rules of the Montreal Convention-1999, the liability of WINDROSE AIRLINES for the damage caused to the luggage of a passenger listed on the luggage tag is limited to the actual damage, but in any case, it must not exceed the amount of up to 1131 SDRs.

In accordance with the Warsaw Convention-1929, the liability of WINDROSE AIRLINES for luggage is limited to 20 USD per kilogram (9.07 USD per pound) of registered luggage and up to 400 USD for non-registered luggage (hand luggage) of the passenger.

NOTIFICATION ON LIMITATION OF LIABILITY FOR DELAY

The liability of WINDROSE AIRLINES for delay of a passenger arises in case of delay of departure of a flight over reasonable terms 2 hours or more- for flights up to 1500 km; 3 hours or more- for flights ranging from 1,500 to 3,500 km; 4 hours or more from the scheduled departure time – for other flights not specified in the preceding subparagraphs of this paragraph.

In the event of damage caused by a delay in the transportation of a passenger referred to in the Warsaw Convention of 1929, the liability of WINDROSE AIRLINES is limited to proven actual material damage that does not exceed the amount of liability established by this Convention.

In the event of damage caused by a delay in the transportation of a passenger referred to in the Montreal Convention-1999, the liability of WINDROSE AIRLINES is limited to proven material damage of up to 4694 SDRs.

The liability of WINDROSE AIRLINES for luggage delays occurs, if it does not arrive with the passenger to the destination point (country) indicated in the luggage tag and is limited to the proven real damage.

The amount of compensation for actual expenses for first-aid items due to luggage delay is limited to 50 USD, if this destination point is not the place of residence or check-in of the passenger. This payment is made by WINDROSE AIRLINES at the passenger's request.

All payments made in advance to the passenger are taken into account, when performing final settlements.

INFORMATION ABOUT CHARGES/RATES, TAXES AND DUTIES

The full cost of transportation consists of tariffs, charges/rates of WINDROSE AIRLINES, charges/rates of airport, charges/rates, taxes and duties, established by the state authorities of country of departure, transit and arrival. Due to the change in the market value of fuel and other calculated component parts of the tariff, WINDROSE AIRLINES may make appropriate changes/surcharges to the tariff. The service fee, established by WINDROSE AIRLINES and/or its sales agent for services of ticket issuances, MCO, EBT for WINDROSE AIRLINES flights, is not included in the cost of transportation and is paid by the passenger separately, with the provision of a document confirming payment of such services. WINDROSE AIRLINES has the right to charge a fee for the provision of additional services.

WINDROSE AIRLINES reserves the right to unilaterally change the tariffs, charges/rates, and payments for services provided to the passengers.

DENIED TRANSPORTATION OF PASSENGER

The air carrier has the right to deny transportation at any stage of transportation, to cancel the booking or to remove a passenger from the aircraft, if such action is necessary:

- due to the necessity to comply with the laws of the country of departure, arrival or transit;
- at the request of the relevant state authorities of Ukraine or countries of departure, arrival, transit;
- air transportation of which creates a threat or risk for themselves, other passengers or property;
- who show the signs of illness and those, who cause disturbances among other passengers by their appearance, behavior or the need for special care, those, who require individual care during the flight, if they do not have special escorts;
- which seemingly are in a state of intoxication by alcohol or under the influence of narcotic substances;
- who refrain from performing air carrier's instructions regarding flight safety;
- in other cases stipulated by the legislation of Ukraine, the country of arrival/departure, and the IATA General Rules.

Only the passenger, who has all the necessary documents, meets the requirements of the country of arrival, has a valid ticket with a departure date and a return date not exceeding the validity period of the visa may be accepted for transportation. The passenger is responsible for the execution and availability of all necessary valid documents and other necessary travel requirements.

In the event of denied transportation of a passenger on the basis of the above-mentioned cases, the passenger gets the return of the value of the unused ticket or unused part in accordance with the Rules of WINDROSE AIRLINES and according to the rules of the applicable tariff in the ticket within one year from the date of issue of the ticket (if the transportation did not take place in any part), or from the date of the provided transportation, unless otherwise stipulated by the rules of the applicable tariff. The rights of passengers in the event of denied transportation, cancellation or long delay are determined by the provisions of Section XIII of the Air Code of Ukraine, Section XV of the Ukrainian Aviation Rules "Rules for air carriage and service of passengers and baggage and Section XV of the Regulations for air transportation of passengers and luggage of LLC "Windrose Aviation Company".

DENIED TRANSPORTATION OF LUGGAGE

WINDROSE AIRLINES has the right to deny the transportation of the following items as luggage:

- those that could damage the aircraft, the property of WINDROSE AIRLINES and other persons, passengers and their luggage;
- the transportation of which is prohibited by laws, rules and regulations of state authorities of any country to the territory, from the territory or through the territory of which the transportation is carried out;

- which, by weight, size, nature, smell or other properties, can cause discomfort to passengers and may endanger the safety of the flight. WINDROSE AIRLINES can make transportation of pets, which do not pose as a potential hazard to passengers, crew, do not affect the safety of flights and are allowed for transportation by transit and arrival countries. Transportation of pets is subject to the receipt of a permit from WINDROSE AIRLINES by the passenger at the time of booking/purchasing the ticket. The animals must be properly placed in containers/cages, have valid certificates.

The Passenger is liable for damages caused to the property of WINDROSE AIRLINES, as well as for expenses incurred by WINDROSE AIRLINES related to the consideration of a passenger's unreasonable claim, including legal aid expenses. The liability of the passenger is determined in accordance with the provisions of Article 49 of the Law of Ukraine "On Private International Law", namely, the law of the country, in which the behavior (actions) or other circumstances that became the basis for the claim for compensation had occurred. If the passenger has a place of residence or location in Ukraine, his liability is determined by the law of Ukraine.

The ticket seller informs the passenger about the provisions of this Agreement and the WINDROSE AIRLINES Rules, as well as provides the information for passenger on its air transportation on all routes. WINDROSE AIRLINES and the ticket seller are not liable for incomplete and/or untimely provision of information to the passenger about his/her air transportation in case the passenger does not provide his/her contact information or provides inaccurate contact information for provision of appropriate information.

The response of WINDROSE AIRLINES to the passenger for his/her application is given in the same form, in which the request was made, and if the response is submitted in writing, it can be signed by putting of facsimile of the authorized person of WINDROSE AIRLINES.

CONDITIONS OF TRANSPORTATION OF REGISTERED LUGGAGE

1. The norm of free luggage allowance is 23 kg with the total size of its three measurements up to 158 cm (62 inches) for the passengers, who travel with registered luggage and have paid the cost of its transportation in accordance with WINDROSE AIRLINES.

The place of luggage weighing more than 32 kg will not be accepted for transportation in the absence of the consent on its registration as luggage from WINDROSE AIRLINES. Such luggage must be registered by the passenger for transportation as a cargo. If in luggage tag there is no information on the weight of the registered luggage, it is assumed that its weight is up to 23 kg.

The provisions of this paragraph are applied, unless it is otherwise provided by the rules on the application of the tariff, under which the passenger has purchased the transportation service.

2. A child under 2 years old (without the provision of a separate place), except for the registration of transportation at a tariff, which does not provide transportation of registered luggage, has the right to carry one luggage free of charge with the weight up to 10 kg, the size of a sum of three dimensions not exceeding 158 cm (62 inches) and additionally 1 small fully folding stroller or a portable baby crib / child safety seat, certified for air transportation. The width of the child seat should not exceed 48 cm (44 cm for E145).

3. The disabled passengers can transport 1 (one) wheelchair or other auxiliary equipment, on which the passenger physically depends, free of charge, second and other wheelchairs or other auxiliary equipment are to be transported for a charge on a general basis.

4. The additional fee established by WINDROSE AIRLINES is charged for the transportation of any luggage place that exceeds the established norms of transportation (quantity / weight), according to the applied tariff.

CONDITIONS OF TRANSPORTATION OF HAND LUGGAGE

A passenger can carry hand luggage on his/her own responsibility in the aircraft interior according to the service class and applicable tariff.

The hand luggage should not exceed the size/weight:

For E-145 type aircrafts:

- the sum of three measurements length 55 cm + width 35 cm + height 15 cm, ie not more than 105 cm and weights up to 7 kg inclusive

For A-320 / A-321 type aircrafts:

- Free-of-charge rate - the sum of three measurements length 55 cm + width 40 cm + height 20 cm, (not more than 115 cm (45 inches) and weights up to 7 kg inclusive.

The hand luggage that exceeds the size and / or weight specified above is accepted for transportation as registered luggage.

Please note: hand luggage should not contain piercing and cutting items (knives, scissors, needles and other similar items), as well as any liquid, suspension, cream, paste in a volume of more than 100 ml (grams) in one vial (tube). The number of items and the permissible volume of individual vials / their total volume in hand luggage per passenger can be changed by the authorized civil aviation authority of the country of departure / arrival.

The luggage transportation norms, rules on paying for extra luggage of another air carrier may be applied for WINDROSE AIRLINES flights, which are carried out under the agreement on joint operation of flights with other air carriers, as well as on routes made by more than one air carrier.

The luggage transportation norms specified on the ticket are taken into account in any case.

DANGEROUS ITEMS, SUBSTANCES AND MEDICATION

1. It is prohibited to carry both on oneself and in the registered luggage the following items and substances: compressed gases – flammable, non-flammable or poisonous gas, domestic gas, butane, propane, oxygen, full cylinders for diving; caustic substances – acids, alkalis, accumulator batteries, mercury and devices containing mercury; explosives – ammunition, pyrotechnics, signal flares, flares; flammable liquids and solids, liquids for lighters and heating; radioactive materials; briefcases and cases with built-in signaling device; oxidizing agents – bleach, peroxide; poisons – arsenic, cyanide substances, insecticides, herbicides; infectious materials – bacteria, viral cultures; other hazardous items and substances – magnetized materials, aggressive and irritant substances with a strong, persistent odor, as well as any other items and substances specified in the “Technical Instructions for the Safe Transportation of Dangerous Goods in the Air”, ICAO, Doc. 9284-AN / 905 as the ones being prohibited for carriage on passenger aircrafts;

goods, items and medicine, the carriage of which is prohibited or restricted by the law of any country, to the territory, from the territory or through the territory of which the transportation is carried out;

goods that do not fit for transportation due to their nature, weight, size, shape or smell.

Gas spray ball, cartridges for gas pistols and revolvers are not accepted for transportation by passenger flights.

2. Under prior consent from WINDROSE AIRLINES (which must be obtained not later than one day prior to the time of dispatch of the flight), firearms and ammunition to it, dry ice may be permitted to be carried as a cargo or registered luggage in limited quantities and under certain conditions in compliance with the international rules of IATA and Ukraine “on the transportation of dangerous goods”. All types of equipment (military, hunting, tourist, sporting, etc.) are transported as registered baggage or cargo in accordance with Rules of WINDROSE AIRLINES.

3. Electronic cigarettes, lithium cells, medication (in the amount required for travel and only if not forbidden for carriage) must be carried in hand luggage.

NOTIFICATION - CONSENT ON PERSONAL DATA PROCESSING

The passenger provides WINDROSE AIRLINES (sales agent) with his/her data: surname, name, patronymic; birthdate; gender; passport data; contact numbers and other possible backup contact information, address and thus authorizes and gives his/her voluntary and unconditional consent to the processing, storage, distribution and access to this data by third parties, the list of which is posted on the official website of WINDROSE AIRLINES, including service (handling, catering) companies, airport services, controlling bodies, security services, other air carriers, providers of computer reservation systems, flight control systems and other systems used by the air carrier during the servicing of passengers and luggage in accordance with the procedure established by the legislation, including the cross-border transfer to non-residents, for the purpose of booking, issue / reissue of a ticket, carrying out of transportation or provision of services on ground handling of flights and passengers, implementation of the safety control procedures, implementation of customs and border clearance procedures, provision of additional services, organization of the luggage search system and systems of warning / definition of fraud with the transport documents, provision of consultations on entering / leaving under the transportation route, travel information for passengers, marketing activities of WINDROSE AIRLINES and its partners, with whom WINDROSE AIRLINES has concluded the relevant agreements, sending messages (push messages, viber messages, SMS messages, messages of another type / mode of transmission) to the communication means specified in the passenger contact information, on services of WINDROSE AIRLINES and partners, pricing and marketing proposals, other necessary information specified in this Agreement, WINDROSE AIRLINES Rules and / or for implementation of other relationships that require processing and / or distribution and / or access to data of passengers to carry out timely notification and informing passengers about transportation.

The passenger's consent to process personal data implies his/her consent to receive messages from WINDROSE AIRLINES concerning any matter that does not violate applicable law.

Detailed conditions of transportation are given in Agreement and Regulations for air transportation of passengers and luggage of WINDROSE AIRLINES at the site: www.windrose.aero

Send statements and claims to: 7W@WINDROSE.KIEV.UA, st. Voloska, 50/38, of.134, Kyiv, 04070, Ukraine.