



## Contract of Carriage

Transportation by Delux Public Charter (“Carrier”) is subject to the terms and conditions contained in this Contract of Carriage and, where applicable, also subject to treaties and government regulations. By making a reservation or accepting transportation on Carrier, each Passenger (as defined below) agrees to be bound by all of the following terms and conditions.

### 1. Definitions

**Assistive Device** refers to any piece of equipment that assists an Individual with a Disability to cope with the effects of his or her disability, and may include medical devices and medications.

**Baggage or Bags** means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronic bags, computer and equipment case, briefcases, typewriters, and similar articles.

**Baggage Tag** means a document issued by Delux Public Charter solely for identification of checked baggage, which is affixed by Delux Public Charter to a particular article of checked baggage for routing purposes.

**Battery-Powered Mobility Aid** refers to an assistive device used by individuals with mobility impairments such as a wheelchair, scooter or a Segway when it is used as a mobility device by a person with a mobility-related disability.

**Carriage** refers to the transportation of passengers and/or baggage by air, together with any related services of Carrier in connection with such transportation.

**Carrier** means Delux Public Charter DBA JetSuiteX Air.

**Confirmed Reservation** means a space on a specific date and on a specific flight and in a specific class of service of Carrier which has been requested by a Passenger, including a Passenger with a “Zero Fare Ticket,” and which Carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by Carrier, as being reserved for the accommodation of the Passenger.

**Controllable Irregularity** means a delay, cancellation or diversion that is not caused by a Force Majeure Event. For the sake of clarity, if in a chain of multiple events, the original irregularity is due to a Force Majeure Event, the cause of the subsequent event(s) reasonably related to the original irregularity shall be deemed an Uncontrollable Irregularity.

**Credit** shall mean a credit in a specified dollar amount valid for one (1) year from the date of issuance. A Credit must be used (travel booked and flown) within one (1) year from date of issuance. Credits are nontransferable unless otherwise stated herein. **Departure Delay** means a delay prior to pushback from the Gate.

**Emotional Support Animal or Psychiatric Service Animal** refers to an animal that is shown by documentation to be necessary for the emotional well-being of a Qualified Individual with a Disability or to provide assistance to such person.

**Force Majeure Event** means an event(s) outside of Delux Public Charter's reasonable control which includes, but is not limited to, weather conditions; acts of government or airport authorities (e.g., Air Traffic Control Delays, runway closures, airport construction); acts of God; U.S. military or airlift emergency or substantially expanded U.S. military airlift requirements, as determined by the U.S. government; grounding of a substantial number of aircraft as a result of activation of the U.S. Civil Reserve Air Fleet; strikes or labor unrest; civil commotions, embargoes, wars or other hostilities, whether actual, threatened or reported; government regulation, demand or requirement; damage to aircraft caused by a third-party; emergency situation requiring care, protection or response to protect person or property or any event that is not reasonably foreseen, predicted or anticipated by Delux Public Charter.

**Ground Delay** means a delay involving a flight that, in the case of departures, has boarded and pushed back from the Gate but that is not in the air and, in the case of arrivals, has landed but has not yet arrived at a Gate.

**Guest or Customer** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Delux Public Charter. **Individual with a Disability** is an individual or Passenger who:

- (a) has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities,
- (b) has a record of such an impairment, or
- (c) is regarded as having such an impairment, as further defined in U.S. Department of Transportation regulations in 14 CFR Part 382.3.

**Non-Revenue Passenger** is a Passenger, who is traveling on a Delux Public Charter travel certificate, an employee pass, a travel pass issued to JSX employees for transfer to family and friends (known as a "Buddy Pass"), a JSX frequent flyer program award, VIP pass, Travel Card, other airline employees traveling free of charge or at a reduced rate.

**Passenger** is any person, except members of the crew working the flight, who enters into a contract of transportation or other agreement (or for whom a contract of transportation or other agreement is entered into) with Carrier by which the person is to be transported in an aircraft with the consent of Carrier.

**Public Charter Operator** means JSX.

**Qualified Individual with a Disability** means a Passenger or individual with a disability who:

- (a) With respect to accompanying or meeting a traveler, use of ground transportation, use of facilities or obtaining information about schedules, fares or policies, takes those actions necessary to avail himself or herself of facilities or

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services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by Carrier;

(b) With respect to obtaining a reservation for air transportation on Carrier, offers or makes a good faith attempt to offer to purchase or otherwise to validly obtain a reservation;

(c) With respect to obtaining air transportation on other services or accommodations required by U.S. Department of Transportation regulations in 14 CFR Part 382:

(1) Purchases or possesses a valid reservation for air transportation on Carrier and presents himself or herself at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained;

(2) Meets reasonable, nondiscriminatory Contract of Carriage requirements applicable to all Passengers; and

(3) Whose carriage will not violate the requirements of Federal Aviation Regulations or, in the reasonable expectation of Carrier personnel, jeopardize the safe completion of the flight or the health or safety of other persons.

**Service Animal** refers to any animal that is individually trained or is shown to have an innate ability to provide assistance to a Qualified Individual with a Disability.

**Stopover** refers to a deliberate interruption of a journey by a Passenger, scheduled to exceed four (4) hours, at a point between the place of departure and the final destination.

**Uncontrollable Irregularity** means a delay, cancellation or diversion that is caused by a Force Majeure Event. For the sake of clarity, if in a chain of multiple events, the original irregularity is due to a Force Majeure Event, the cause of the subsequent event(s) reasonably related to the original irregularity shall be deemed an Uncontrollable Irregularity.

**Zero Fare Ticket** means a ticket acquired without a substantial monetary payment such as by using frequent flier miles or vouchers, or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A Zero Fare Ticket does not include free or reduced rate air transportation provided to employees and guests.

## 2. Nature of Contract

This Contract of Carriage applies to and governs Carrier's flights only. No agent, servant or representative of Carrier has authority to change or waive any provision of this Contract of Carriage, unless authorized in writing by a corporate officer of Carrier. Unless otherwise prohibited by law, this Contract constitutes the entire agreement between Carrier and Passenger or the party on behalf of whom this contract was entered.

### 3. Reservations

- A. All reservations on Carrier are confirmed and delivered electronically.
- B. No person shall be entitled to transportation without a valid, Confirmed Reservation. No reservation shall be considered a Confirmed Reservation if purchase is not completed at least twenty (20) minutes prior to scheduled departure and until payment in full has been received. No reservation paid by credit card shall be considered a Confirmed Reservation if the transaction is not accepted by Carrier for any reason, whether or not Passenger is notified that the reservation has been cancelled.
- C. Carrier reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or Carrier's rules and regulations.
- D. Seat assignments are not guaranteed and are subject to change without notice.
- E. Customers who are unable to board by way of walking up the stairs into the aircraft must advise Carrier at least forty-eight (48) hours before scheduled departure of the need.

### 4. Changes, Cancellations, and Refunds

#### A. **Non-Refundable Fares (Hop On):**

- (1) Changes: Non-refundable fares (Hop On) may be changed prior to the scheduled departure time subject to availability, for zero (\$0) change fee per person per flight + applicable fare difference.
- (2) Cancellations: Non-refundable fares may be cancelled at least one hour prior to the scheduled departure time for a Credit for future travel on Carrier. Refunds are not allowed. Credit is subject to a Zero Dollar (\$0) service fee per person, per flight. Credit may be used to book a new reservation on Carrier in the name of the Passenger or in the name of any other person designated by the Passenger. Failure to cancel at least one hour prior to scheduled departure will result in forfeiture of fare. In the event of cancellation of a non-refundable fare, taxes and fees will be included in the Credit where permitted by applicable law. Taxes and fees will not be refunded except when required by applicable law and, where permitted, only upon written request by Passenger.
- (3) Following receipt of payment from a Passenger, Delux Public Charter will allow a reservation to be held at the quoted fare for twenty-four (24)

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hours, as long as the flight is not within twenty-four (24) hours. If such reservation is canceled within twenty-four (24) hours of booking, Passenger will receive a full refund without assessment of a cancellation fee. **B.**

**Refundable Fares (All In):**

(1) Changes: The fare paid for a Passenger who purchases a fully refundable ticket (All In Fare) may be changed at any time prior to scheduled departure, subject to availability and any applicable fare difference. If the reservation is not changed prior to scheduled departure, all money associated with the fare will be forfeited.

(2) Cancellations: Reservations for refundable fares may be cancelled at any time prior to scheduled departure and Passenger will receive a full refund. If reservation is not cancelled prior to scheduled departure, all money associated with the fare will be forfeited.

(3) Refunds: For Passengers who are eligible to receive a refund under this Section, refunds shall be made by Carrier to the original form of payment, except that when a portion of the trip has been made, the refund will be made in an amount equal to the applicable one-way fare (less any applicable discount) for the portion of the trip cancelled or not operated as scheduled by Carrier.

**C. Combined Fares:** Where one leg of a fare is ticketed as a refundable fare and another leg of a fare is ticketed as a non-refundable fare, the applicable refund and cancellation policies for refundable fares will apply only to the refundable portion and the applicable refund and cancellation policies for the non-refundable fare will apply to the non-refundable portion.

**D.** Failure of a Passenger to adhere to the following time requirements may result in the cancellation of the Passenger's reservation, seat assignments and forfeiture of payment:

(1) Passengers traveling without checked baggage must have obtained a boarding pass at least fifteen (15) minutes prior to scheduled departure. In Las Vegas, Passengers traveling without checked baggage must have obtained a boarding pass at least twenty (20) minutes prior to departure;

(2) Passengers traveling with checked baggage must have obtained a

boarding pass and have dropped off their baggage twenty (20) minutes prior to scheduled departure. In Las Vegas, Passengers traveling with checked baggage must have obtained a boarding pass at least twentyfive (25) minutes prior to departure;

(3) All Passengers must be onboard the aircraft five (5) minutes prior to scheduled or posted aircraft departure time.

E. Carrier will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental regulations or requests.

5. Group Reservations Reservations must be made through Carrier's Group Desk when ten (10) or more Passengers are booked as a group traveling on the same itinerary. Refundable fares are not available for group reservations. If a group reservation is canceled within twenty-four (24) hours of booking and such reservation is made one week or more prior to the flight's departure, payment will be refunded in full without assessment of a cancellation fee. Such refund will include any deposit that a party or individual is required to make at the time of booking. Such group reservations are subject to all applicable group policies and procedures established by Carrier. To inquire about group travel, please email [grouptravel@jetsuitex.com](mailto:grouptravel@jetsuitex.com).

## 6. Fares

A. Transportation on Carrier is subject to the fares, taxes and charges in effect on the date on which the Confirmed Reservation was made. If the reservation has been confirmed and e-ticket issued before an increase in the fare becomes effective, the reservation shall be honored for transportation as purchased. If the fare decreases after a Confirmed Reservation has been made and e-ticket issued, Carrier will not refund, credit or make any adjustment to the original fare.

B. Fares apply only between the points named and via the routing as shown in Carrier's current schedule and are not applicable to or from intermediate points.

C. Carrier has non-refundable fares (also known as Hop On fares) and refundable fares (also known as All In fares). Non-Refundable fares may not be available on all flights.

D. No Stopovers are permitted on published fares, except upon combination of local fares.

E. Carrier does not offer special fares for infants, children, senior citizens, military personnel or any other category of passenger.

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## 7. Unaccompanied Minors

A. Carrier will not allow any child under the age of fourteen (14) years of age to travel without an adult.

## 8. Infants and Small Children - Child Restraint Systems

A. Carrier encourages all adults traveling with children under the age of two (2) years to secure the child in an approved car seat or child restraint system in the child's own, purchased seat. A paying adult Passenger may carry, free of charge, on his or her lap, one child over three (3) days and under two (2) years of age. Carrier reserves the right to request proof of age (e.g. passport, birth certificate or immunization record) before accepting an infant for travel as a lap child. Infants between three (3) and fourteen (14) days old must have written approval from their attending physician to travel. Carrier does not reserve a seat for such children unless a separate reservation is purchased at the regular, applicable fare. Lap children are limited to nine (9) per flight.

B. If a separate reservation has been made for the child over three (3) days and under two (2) years of age, the child may travel in a separate seat, provided that the child must be securely placed in an FAA- approved child restraint system that conforms to the following guidelines:

(1) Car seats manufactured on or after February 26, 1985 must bear two labels, (1) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT", in red lettering; and (2) "THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS." this second statement need not be in red lettering.

(2) Car seats manufactured between 1981 and 1985 must state "THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS."

(3) FAA approved CARES Child Restraint System must state "FAA APPROVED IN ACCORDANCE WITH 14 CFR PART 21.305(D) APPROVED FOR AIRCRAFT USE ONLY".

(4) Booster type seats, vest and harness type child restraint systems, lap held child restraints or seats manufactured before 1981 are not acceptable for use.

(5) Child restraint systems may not be used in an emergency exit row or aisle seat.

(6) It is the responsibility of the child's parent or accompanying adult to ensure that the restraint device functions correctly, that the child is adequately secured by the device, that the child's weight does not exceed applicable limitations and that the device has been properly secured to the aircraft seat.

(7) Children may not be placed in booster seats, restraint vests, restraint harnesses and other devices not meeting the FAA requirements set forth above.

#### 9. Inspection of Passengers and Baggage

Baggage tendered for transportation either as checked baggage or personal items carried on board the aircraft is subject to inspection for security and safety reasons. Passengers and their baggage are subject to inspection with or without the Passenger's consent or knowledge. Delux Public Charter will not transport/fly any hazardous materials or dangerous goods.

The transport of illicit or illegal substances or materials in checked or carry-on baggage or otherwise is strictly prohibited by law and is subject to seizure and prosecution by law enforcement by local governing agencies. This could lead to fines, prosecution or legal and other administrative actions. JSX will contact Law Enforcement if suspected substances are identified in checked or carry-on baggage or otherwise and may result in denied boarding and other action by JSX.

#### 10. Personal Items On Board the Aircraft

- A. Passenger may carry a small personal item such as a purse, briefcase, laptop computer case, small backpack, or a small camera. The personal item must fit completely under the seat in front of the Passenger. On any given flight, Carrier reserves the right to further restrict the number of carry-on items as circumstances may require.
- B. These items are the sole responsibility of the Passenger. Claims for lost, forgotten, or stolen personal items will not be accepted by Carrier.
- C. Mobility and other Assistive Devices upon which a Qualified Individual with a Disability is dependent may be carried in addition to the one personal item allowance.
- D. Pets

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(1) Carrier will permit dogs and cats to be transported by Passengers incabin (no other pets are allowed). Passengers are responsible for complying with any applicable laws and/or governmental regulations of the destination to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificates when required. There is no charge to the Passenger for transporting a pet in-cabin under the seat in front of you.  
A Passenger may not transport more than one pet per flight in the cabin.

- (2) All in-cabin pets that are traveling under the seat in front of you must be transported in an approved kennel, with only one pet per kennel. The kennel must be no bigger than 13" WIDTH X 11" HEIGHT X 17" LENGTH (DEPTH). The in-cabin pet will be considered as the one allowable personal item on board the aircraft.
- (3) In certain cases, search and rescue dogs may be permitted to travel on Carrier. A fee may apply.
- (4) A maximum of five pets may travel in-cabin on any flight.

#### E. Service Animals and Emotional/Psychiatric Service Animals

- (1) Carrier will accept Service Animals, Emotional Support Animals or Psychiatric Service Animals for use by Qualified Individuals with a Disability to accompany a Passenger on a flight at no charge. Certain unusual Emotional Support Animals (i.e. snakes, other reptiles, ferrets, rodents and spiders) pose unavoidable safety and/or public health concerns and will not be allowed to fly with us. The release of such an animal in the aircraft cabin could result in a direct threat to the health or safety of Passengers and crewmembers. The Pilot-in-Command reserves the right to deny boarding of an emotional support animal for reasons of safety. For a complete list of rules, [click here](#).
- (2) Carrier will accept as evidence that an animal is a Service Animal with the presentation of identification cards, other written documentation, presence of harnesses or markings on harnesses, tags, or the reasonably credible verbal assurances of the Qualified Individual with a Disability using the animal.
- (3) Carrier will accept as evidence that an animal is an Emotional Support Animal or Psychiatric Service Animal with the presentation of current documentation which is not more than one (1) year old and is presented on the letterhead of a qualified mental health professional which states:
  - (a) That the Passenger has an emotional or mental-health related disability recognized in the Diagnostic and Statistical Manual of Mental Health Disorders – 4th Edition (DSM IV);
  - (b) That having the animal accompany the Passenger is necessary to the Passenger's mental health or treatment or to assist the Passenger (with his or her disability);

(c) That the individual providing the assessment of the Passenger is a licensed mental health professional and the Passenger is under his or her professional care; and

(d) The date and type of mental health professional's license and the state or other jurisdiction in which it was issued.

- (4) Carrier will permit a Service Animal or Emotional Support Animal or Psychiatric Service Animal to accompany a Passenger who is a Qualified Individual with a Disability in any seat in which the Passenger sits, unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Service Animals, Emotional Support Animals or Psychiatric Service Animals may not occupy a seat.
- (5) For travel to/from an international destination or to/from Puerto Rico, certain health requirements may apply.
- (6) A trained Service Animal being delivered to its owner's domicile by a trainer will be permitted to travel at no charge.
- (7) Animals in training will not be transported.
- (8) Passenger assumes full responsibility for the conduct of his or her accompanying Service Animal, Emotional Support Animal or Psychiatric Service Animal. In the event Carrier incurs any loss, damage, delay, expense or legal liability of any kind in connection with the transport of such animal, Passenger accepts full liability for and shall reimburse Carrier for all such sums incurred.

#### F. Musical Instruments

(1) Small musical instruments (such as violins and ukuleles) of an appropriate size (12" W X 12" D X 9" H) and weight are permitted for stowage under a Passenger seat on a first-come, first-served basis if there is space for such stowage at the time the Passenger boards, and will count as the Passenger's personal item. If the item that is to be carried on is larger than the above dimensions, passenger will have to purchase a second seat (if available) in order to accommodate the item.

(2) Large musical instruments (such as basses and cellos) of a size that prevents the instrument from being handled as

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normal carry- on baggage, and electronic equipment of a size that prevents it from being handled as normal carry-on baggage, will be accepted in the aircraft cabin subject to the following:

- (a) The instrument or equipment must be contained in a case and the weight of the instrument, including the case or covering, cannot exceed one hundred and sixtyfive (165) pounds;
- (b) The Passenger carrying the instrument or equipment in the aircraft cabin has purchased the additional seat(s) to accommodate the instrument or equipment; and
- (c) The instrument or equipment can be stowed in accordance with FAA requirements for carriage of personal item, baggage or cargo.

G. Carrier will refuse baggage articles or items that, for whatever reason, might create a risk of harm to the aircraft, its crew or its passengers.

#### 11. Checked Baggage General

Subject to the restrictions set forth below, Carrier will check the baggage of a fare-paying passenger for the flight on which the passenger is traveling. Passenger may not check baggage for transportation on any flight other than the flight on which the Passenger is traveling. Carrier will not check baggage to a destination other than the final destination on the Passenger's reservation.

Acceptance of baggage by Carrier is subject to the following terms and conditions:

- A. Each piece of baggage must have an identification tag or label on the outside containing the Passenger's name and telephone number;
- B. Carrier will refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage; and
- C. Carrier will not accept as baggage any article which cannot be carried in the baggage compartment of the aircraft.

Passengers may check baggage up to two (2) hours prior to their scheduled departure, provided that the Passengers remain in the airport facility.

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## 12. Baggage Allowance

Carrier will allow Passengers with Confirmed Reservations the following checked baggage allowance:

A. Each ticketed passenger may check two suitcases weighing fifty (50) pounds each. All In fare passengers may check a total of three bags weighing fifty (50) pounds each.

B. Mobility and Assistive Devices which cannot be carried in the cabin due to space limitations will be considered checked baggage in addition to the included baggage allowance, without charge, provided the Passenger is dependent upon such items.

C. One musical instrument packed in a hard-sided container may be transported as the Passenger's checked baggage in accordance with the included baggage allowance if meeting the size and weight restrictions contained in Section 12A. In the case of large or additional musical instruments, excess baggage charges described in Section 13 may apply.

## 13. Excess Baggage

A. **IF** the carrier is able to accept baggage over the allotment the following fees will be charged. There will be a fifty-dollar (\$50) charge for any overweight or excess baggage. Due to performance limitations, not all excess baggage or heavy bags will be accepted. This will be determined the day of the flight by the Pilot in Command.

- (1) Baggage in excess of eighty four (84) inches will not be accepted as checked baggage.
- (2) Baggage weighing one hundred (100) pounds or more will not be accepted as checked baggage.
- (3) Notwithstanding the foregoing restrictions, military Passengers may check one duffel bag, B-4 bag, or sea bag which exceeds the sixty-two (62) inches in dimensions in lieu of one (1) included bag. In addition, hanging garment bags with outside dimensions up to ninety (90) inches will be accepted as part of the included baggage allowance if the bags are flexible.

B. Passengers may check the following items of sporting equipment packed in a hard-sided container, with each listed category counting as one bag for purposes of the included baggage allowance explained in Section 12 provided it does not exceed 60 pounds of checked baggage.

- (1) One (1) golf bag containing not more than fourteen (14) golf clubs,

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- (2) Fishing equipment containing fishing rods, reel, landing net, fishing boots and one (1) fishing tackle box;
- (3) One pair of snow skis or one snowboard packed in a suitable container, with ski boots;
- (4) Two (2) pair of water skis, two (2) tow rope and one (1) life preserver belt or vest, packed in a suitable container;
- (5) One (1) sporting gun case holding no more than two (2) rifles, two (2) shotguns, or four (4) pistols, each unloaded, subject to restrictions on firearms set forth in Section 14.
- (6) One (1) bowling ball bag, designed for this purpose, two (w) bowling balls, and two (2) pairs of bowling shoes; or
- (7) Four (4) hockey or lacrosse sticks, taped together.

C. The following items are excluded from the baggage weight and size limitations set forth above, except that items weighing one hundred (100) pounds or more, unless otherwise noted, will not be accepted as checked baggage. These items shall be acceptable for carriage upon a Passenger's compliance with all special packing requirements and payment of applicable fees:

- (1) Single seat, non-motorized bicycles will be accepted as baggage if packaged in a hard-sided, padded bicycle case. Pedals and handlebars must be removed and stored so as to not create a risk of damage to other baggage;
- (2) Surfboards, with a single surfboard packed in each surfboard case and properly packed to prevent damage to the board and other baggage;  
or
- (3) Windsurfing and kitesurfing boards, when properly packed to prevent damage to the board, sail, boom, related equipment and to other baggage.
- (4) Musical instruments, when packed in a hard-sided container, where the weight of the musical instrument (including the container) does not exceed one hundred and sixty-five (165) pounds and the sum of the greatest outside length, plus the greatest outside width, plus the greatest outside height of the container does not exceed one hundred and fifty (150) inches.

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#### 14. Firearms

Carrier will refuse to accept for transportation any firearms and ammunition other than sporting firearms that are not loaded and that are suitably encased.

Rifles and shotguns must be packed in either a lockable crush-proof container specifically designed for the firearm, or in its own lockable hard sided case. Handguns must be packed inside a lockable hard sided gun case or in its own lockable hard sided case. Carrier will not accept for transportation any firearms in cases or luggage that cannot be locked.

A. All firearms require a Firearms Unloaded Declaration Tag to be read and signed by the Passenger. The Passenger is solely responsible for clearing the weapon of any live charges.

B. Passengers may check up to ten (10) pounds of ammunition as checked baggage only. Ammunition must be housed separately from a locked firearm. The ammunition must be packaged in the manufacturer's original container or other fiber, wood or metal box that provides for adequate cartridge separation and is specifically designed to carry ammunition. Under no circumstances may a Passenger carry ammunition on board an aircraft.

C. Passengers under the age of eighteen (18) will not be allowed to check any type of firearm as checked baggage.

D. When checking a weapon, Passengers must declare to a representative of Carrier that a weapon is being checked. If a security checkpoint is located prior to the check-in counter of Carrier, the Passenger must declare the existence of a weapon to security personnel.

#### 15. Hazardous Materials

Federal law prohibits carriage of hazardous materials aboard aircraft in your luggage or on your person. Items listed include fireworks: signal flares, fire crackers, sparklers or any other explosive; flammable liquids or solids: fuel paint, solvents, lighter fluids, or matches; compressed gases: spray cans, butane fuel, scuba tanks propane tanks, oxygen bottles or self-inflating rafts; weapons: loaded and non-loaded firearms, ammunitions, gunpowder, mace, tear gas or pepper spray; other hazardous materials: dry ice, gasoline powered tools, camping equipment's with fuel, wet cell batteries, oxidizers, corrosives, radioactive materials including radio-pharmaceuticals, poisons or infectious substances. Self- heating meals will be accepted within personal item or checked baggage; however, activation and use of self-heating meals will be prohibited onboard the aircraft. Two-wheel electric boards, hoverboards, gliders, electric unicycles, "smart bags" or intelligent scooters of any type which use lithium or lithium ion batteries are not accepted. You must declare your hazardous materials to the crew or air carrier representatives immediately. A violation of Federal Hazardous Materials Regulations (49 CFR Parts 171-180) can result in five years imprisonment and penalties of \$250,000 or more (49 U.S.C 5124).

This aircraft is not certified to carry any hazardous materials. There are special exceptions for small quantities of medicinal and toiletry articles carried in your luggage and certain smoking materials carried on your person. For more information, please consult your flight crew.

TSA restricts and limits carriage of certain items aboard aircraft including, but limited to, the following items:

Guns and firearms including stun guns / shocking devices, realistic replicas of firearms, parts of guns and firearms, compressed air guns, starter pistols, spear guns, flare pistols, gun lighters, pellet guns, firearms and BB guns are prohibited. Sharp objects including razor blades, box cutters, utility knives, knives of any length, metal scissors with a blade length of 4 inches or more, throwing stars, axes and hatchets, bows and arrows, ice axes / ice picks, meat cleavers, sabers and swords. Club-like items including martial arts weapons, brass knuckles, lacrosse sticks, baseball bats, hockey sticks, cricket bats, pool cues and billy clubs. All explosives including realistic replicas of explosives, flares in any form, plastic explosives, hand grenades, blasting caps, gunpowder, ammunition, fireworks and dynamite. Also, incendiaries including aerosol (except for personal care or toiletries in limited quantities), fuels, (cooking fuels and any flammable liquid fuel), gas torches, realistic replicas of incendiaries, any type of matches, all types of lighters, and gasoline. Disabling chemicals and other dangerous items including cylinders containing compressed gas, fire extinguishers, spillable batteries, chlorine, pepper spray, liquid bleach, spray paint, tear gas and mace is not allowed. Tools greater than 7 inches in length, saws and saw blades, drills and drill bits, crowbars and hammers are restricted.

For further assistance, please consult your flight crew. For additional information please visit: <http://www.tsa.gov/traveler-information/prohibited-items>.

#### 16. Wheelchairs and Wheelchair Batteries

Carrier will accept wheelchairs, whether manually operated or battery operated, as checked baggage on the same flight as the Passenger who uses the device. Carrier will accept for in-cabin stowage other mobility aids such as crutches, braces, canes, and walkers, provided approved stowage is available and complies with federal regulations. Other Assistive Devices, including prescription medicine, syringes, or auto-injectors to administer medicine and other medical equipment discussed in Section 17 may be stowed and used within the cabin.

If a manual wheelchair, mobility device or other Assistive Device cannot be stowed in-cabin, Carrier will transport them in the baggage compartment.



Carrier will accept additional wheelchair batteries and battery-powered wheelchairs with the battery attached if the battery is labeled by the manufacturer as non-spillable. Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be placed in special shipping boxes. Due to the advance notice

requirement that may apply to obtaining these boxes, Passengers should advise Carrier at least forty-eight (48) hours before scheduled departure of the need for an appropriate battery box.

For stowage in the baggage compartment, only lithium batteries whose terminals are completely enclosed in a case are permitted, all others must be removed from the device and stowed in the cabin. Damaged or leaking batteries will not be transported.

#### 17. Medical Equipment and Supplies

Carrier will allow a Qualified Individual with a Disability to use in the passenger cabin a personal ventilator, respirator, continuous positive airway pressure machine (CPAP), bilevel positive airway pressure machine (BiPap) or an FAA- approved portable oxygen concentrator (POC). These medical devices must meet FAA requirements, display a manufacturer's label that it meets such requirements, and can only be stowed and used consistent with FAA, TSA and PHMSA regulations. Passengers must bring an adequate supply of non-spillable batteries, plainly marked as such, to last for 150% of the expected travel time.

Carrier may deny boarding if a Passenger does not comply with the foregoing requirements.

#### 18. Baggage - Limitation of Liability

Carrier will accept as checked baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the following conditions:

19. Domestic Transportation: Carrier's liability for loss of, damage to or delay in the delivery of checked or unchecked baggage or its contents is limited to proven damage or loss. Under no circumstances will Carrier's liability exceed Three Thousand Five Hundred Dollars (\$3,500), unless Passenger is traveling with wheelchairs, mobility aids and/or Assistive Devices or Passenger has purchased excess coverage. Qualified Individuals with a Disability traveling with wheelchairs or Assistive Devices, or mobility aids will have no limit on liability for repair or replacement of such wheelchairs, Assistive Devices, or mobility aids. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less any applicable depreciation for prior usage or damage.

A. Carrier will be liable for personal property only for the period in which it is in the custody of Carrier. Carrier will assume no liability or responsibility for property carried onboard an aircraft by a Passenger and retained in the custody of the Passenger.

B. Carrier's liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid.

C. Baggage will be subject to the same restrictions and liability limits regardless of where it is cleared.

D. Carrier will not accept for carriage medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, automotive parts, boat parts, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked baggage. Passengers are encouraged to carry such valuable items personally. In the case of domestic transportation, Carrier reserves the right to require the Passenger to sign a limited liability release before accepting any such items for transportation. In the case of domestic transportation, if any valuable items of the type described in this paragraph are lost, damaged or delayed, Passenger will not be entitled to any reimbursement or compensation from Carrier, whether or not a limited liability release has been signed by Passenger.

E. Carrier shall not be liable for loss or damage to items including but not limited to baggage wheels, pockets, pull handles, handles, zippers, hanger hooks, external locks, pull straps or security straps resulting from fair wear and tear or the ordinary handling of baggage. Further, Carrier shall not be liable for loss, damage or delay caused by manufacturer's defect, by overpacked baggage, or as a result of the inherent defect or quality of the baggage.

F. Under no circumstances shall Carrier be liable to any Passenger for any type of special, incidental or consequential damages related to the damage, loss or delay of checked baggage.

## 20. Fragile and Perishable Items as Baggage

Carrier, in its discretion, may refuse to accept any fragile or perishable goods.

For domestic transportation, Carrier assumes no liability for fragile or perishable goods. If Carrier does accept such goods for transportation, in the case of domestic transportation it reserves the right to require the Passenger to sign a limited release with respect to such goods. In the case of domestic transportation, Carrier shall not be responsible for loss, damage or delay of such fragile items whether or not such a limited release has been signed by the Passenger.

Fragile items include, without limitation, items such as bicycles, blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, musical instruments or equipment, paintings, perfumes, makeup, liquids, bottles, plants, sculptures, strollers, trophies, vases and wines.

Perishable items include, without limitation, items such as fruits, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants. Such items may also be subject to applicable agriculture rules of the destination jurisdiction. Dry ice shipments are limited by dangerous goods regulations and are discussed separately in Section 15.

## 21. Improperly Packaged and Damaged Items; Late Items

Carrier reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked. If such items are accepted, Carrier is not liable for any loss or damage resulting from the inherent defect or quality of the item. As a condition of accepting such items, Carrier may require the Passenger to sign a limited liability release form. Carrier shall not be responsible for loss, damage or delay of such items whether or not such a limited release has been signed by the Passenger.

## 22. Smoking

Smoking aboard the aircraft is prohibited in accordance with Federal Law.

## 23. Notice of Claims

A. For domestic transportation, initial notice of any claim for loss, damage, or delay in delivery of baggage must be given at any Passenger service counter or any office of Carrier within four (4) hours after arrival of the flight on which the loss, damage or delay is alleged to have occurred. Confirming written notice of any baggage related claim, and initial written notice of any other type of claim against Carrier, with appropriate details of the claim, must be given to Carrier not more than twenty-one (21) days after occurrence of the event giving rise to the claim. Failure to give notice within these time limits will not bar the claim if the

claimant establishes to the satisfaction of Carrier that he/she was unable to give such notice.

For domestic transportation, legal action on any claim described above must be brought within one (1) year of Carrier's written denial, in whole or in part, of the claim.

#### 24. Refusal to Transport

The following Passengers will be refused transportation on Carrier:

- A. Passengers whose transportation on Carrier must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.
- B. Passengers whose transportation on Carrier is reasonably deemed by Carrier to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation a Force Majeure Event.
- C. Passengers who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification.
- D. Passengers requiring medical oxygen for use on board the aircraft, incubators or hook-ups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher. However, Delux Public Charter will not deny boarding to a Qualified Individual with a Disability who travels with a Portable Oxygen Concentrator (POC) unless such individual must use the POC during the flight with a hook-up to the aircraft electrical power supply.
- E. A Qualified Individual with a Disability pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a Qualified Individual with a Disability be accompanied by an assistant as a condition of being provided air transportation under the following circumstances:
  - (1) A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR Parts 121.571(a)(3) and (a)(4); or the safety regulations of a foreign carrier's government, as applicable;

- (2) A person with a mobility impairment so severe that the person is unable to physically assist in his or her own evacuation of the aircraft;
- (3) A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel that is adequate to both permit transmission of the safety briefing required by 14 CFR Part 121.571(a)(3) or (a)(4) or the safety regulations of a foreign carrier's government, as applicable, and to enable the Passenger to assist in his or her own evacuation of the aircraft in the event of an emergency;
- (4) If Carrier determines that a person meeting the criteria of paragraph E (1), (2) or (3) of this Section must travel with an assistant, contrary to the individual's self-assessment that he or she is capable of traveling independently, Carrier will not charge for the transportation of the assistant while accompanying a Qualified Individual with a Disability requiring an assistant at Carrier's discretion:
  - (a) If, because there is not a seat available on a flight for an assistant whom Carrier has determined to be necessary, a Qualified Individual with a Disability with a Confirmed Reservation is unable to travel on the flight, the Qualified Individual with a Disability will be eligible for denied boarding compensation under Section 26;
  - (b) For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability; and
  - (c) Carrier is not required to find or provide a safety assistant.

F. Comfort and Safety - In the following categories where refusal or removal may be necessary for the comfort or safety of the Passenger(s) or other Passengers:

- (1) Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating violent, or whose clothing is lewd, obscene, or patently offensive;
- (2) Persons who are barefoot and over five (5) years old;
- (3) Persons who are unable to sit in the seat in the full upright position with the seat belt fastened;

- (4) Persons who appear to be intoxicated or under the influence of drugs;
- (5) Persons with a communicable disease or infection whose condition poses a direct threat to the health or safety of others. However, Carrier will permit a Passenger who meets the foregoing criteria to travel if he/she provides a medical certificate to Carrier dated within ten (10) days of the scheduled date of travel from the Passenger's physician stating that the Passenger is capable of completing the flight safely without requiring extraordinary medical assistance;
- (6) Persons who refuse to comply with instructions given by Carrier station management, supervisory personnel or uniformed flight crew prohibiting the solicitation of items for sale or purchase, including airline tickets, passes or travel award certificates;
- (7) Persons who have an offensive odor, except where such condition is the result of a qualified disability;
- (8) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry Passengers who meet the qualifications and conditions established in FAR Part 108.11;
- (9) Manacled persons in the custody of law enforcement personnel; persons brought to the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier personnel objection to the flight;
- (10) Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition is unacceptable for passage;
- (11) Pregnant Passengers expecting to deliver within seven (7) days, unless such Passenger provides a doctor's certificate dated no more than seventy-two (72) hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight in the Passenger's itinerary.
- (12) Passengers between the age of three (3) and fourteen (14) days, unless attending physician approves travel;

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- (13) Passengers who are unwilling or unable to abide by Carrier's nosmoking rules; and
- (14) Carrier will not refuse to provide transportation to a Qualified Individual with a Disability solely because the person's disability results in appearance or involuntary behavior that may offend, annoy or inconvenience crewmembers or other Passengers. Carrier will not provide certain extensive inflight special services including, but not limited to, assistance in actual eating, assistance within the restroom or assistance at the Passenger's seat with elimination functions, or provision of medical services. In the case of codeshare travel, codeshare partner may have more restrictive terms in the case of Interline Transportation, the interline partner may have more restrictive terms.
- (15) Any Passenger who cannot be transported safely for any reason.

G. The tickets of any Passenger refused passage or removed enroute under the provisions of this Section 23 will be refunded in accordance with Section 25.

Such a refund shall be the sole recourse of any Passenger refused passage or removed enroute. UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

#### 25. Failure to Operate as Scheduled

- A. Whenever Carrier cancels or otherwise fails to operate a flight due to an unforeseeable reason, Carrier will, at the request of the Passenger, either (i) transport the Passenger on another of Carrier's flights on which space is available at no additional charge, or (ii) provide Passenger with a full refund in accordance with Section 25. Except as may be provided in Section 25, Carrier shall have no other liability or responsibility to any Passenger as a result of a failure to operate any flight. UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- B. Carrier will endeavor to carry Passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage. Carrier may, without notice, substitute alternate aircraft and, if necessary, may alter or omit intermediate

stops shown on the reservation. All schedules are subject to change. Carrier is not responsible and assumes no liability for failure to make connections on flights of any other airline. UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

C. MAJOR CHANGE: IF Delux Public Charter MAKES A MAJOR CHANGE PRIOR TO DEPARTURE, PARTICIPANT HAS THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND OF THE AMOUNT PAID. The following are Major Changes: (1) a change in the origin or destination city; (2) a change in the departure or return date unless the change results from a flight delay experienced by the Air Carrier (If, however, the delay is greater than 48 hours, it will be considered a Major Change.); or (3) a price increase of more than 10% occurring ten or more days before departure. If a Major Change must be made in the Charter, Delux Public Charter will notify Participant within seven days after first learning of the change, but in any event at least ten days prior to the scheduled departure. If less than ten days before the scheduled departure, Delux Public Charter becomes aware that a Major Change must be made, Delux Public Charter will notify Participant as soon as possible. WITHIN SEVEN DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, PARTICIPANT MAY CANCEL

PARTICIPANT'S RESERVATION AND PARTICIPANT WILL RECEIVE A FULL REFUND OF THE TICKET PRICE WITHIN FOURTEEN DAYS AFTER CANCELING. IF A MAJOR CHANGE OCCURS AFTER THE DEPARTURE OF THE CHARTER WHICH PARTICIPANT IS UNWILLING TO ACCEPT, Delux Public Charter WILL REFUND, WITHIN FOURTEEN DAYS AFTER

PARTICIPANT'S SCHEDULED RETURN DATE, THAT PORTION OF PARTICIPANT'S TICKET PRICE WHICH APPLIES TO THE SERVICES NOT ACCEPTED.

#### 26. Relief for Failure to Transport / Failure to Operate

IF CARRIER MUST CANCEL THE CHARTER, WE WILL NOTIFY PARTICIPANT IN WRITING WITHIN SEVEN DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN TEN DAYS BEFORE THE SCHEDULED DEPARTURE DATE. Delux Public Charter has no right to cancel the Charter less than ten days before the scheduled departure date except for circumstances that make it physically impossible to perform the Charter. If that occurs, Delux Public Charter will notify Participant as soon as possible. If Delux Public Charter cancels the Charter, it will make a full refund of the ticket price to Participant within fourteen days after cancellation. Participant must provide Delux Public Charter with sufficient contact information to receive notices of a Major Change. All requests for refunds



should be sent to: Delux Public Charter, Inc., 11341 W Mockingbird Ln #600e, Dallas, TX 75247

27. Denied Boarding Compensation

A. If a Passenger holding a Confirmed Reservation presents him or herself for carriage at the appropriate time and place, having complied fully with Carrier's requirements as to reservations and check-in, and if the flight for which the Passenger holds a Confirmed Reservation is oversold and due to over sales, Delux Public Charter is unable to accommodate the Passenger and departs without him or her, the Passenger shall be entitled to the denied boarding compensation described in Section 26B immediately below unless (i) the Passenger responds to Carrier's request for volunteers and who willingly accepts Carriers' offer of compensation, in any amount; or (ii) one of the exceptions to eligibility for denied boarding compensation in Section 26D below applies. For the sake of clarity, a Passenger who responds to Carrier's request for volunteers and who willingly accepts Carrier's offer of compensation shall not be considered to be involuntarily denied boarding and shall not be entitled to denied boarding compensation.

B. A Passenger who is denied boarding involuntarily, subject to the exceptions in Section 26D below. Compensation shall be 200% of the fare to the passenger's destination or first stopover, with a maximum of \$675, if the carrier offers alternate transportation that, at the time of the arrangement is made, is planned to arrive at the airport of the passenger's first stopover, or if none, the airport of the passenger's final destinations more than one hour but less than two hours after the planned arrival time of the passenger's original flight.

Compensation shall be 400% of the fare to the passenger's destination or first stopover, with a maximum of \$1,350, if the carrier does not offer alternative transportation that, at the time the arrangement is made, is planned to arrive at the airport of the passenger's first stopover, or if none, the airport of the passenger's final destination less than four hours after the planned arrival time of the passenger's original flight.

C. Acceptance of denied boarding compensation relieves Carrier from any further liability caused by its failure to honor the Passenger's original Confirmed Reservation.

D. Passengers denied boarding involuntarily are not entitled to denied boarding compensation if:

- (1) The Passenger does not fully comply with this Contract of Carriage regarding ticketing, reconfirmation, check-in, acceptability for transportation;
- (2) The flight for which the Passenger holds a Confirmed Reservation is unable to accommodate that Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons;
- (3) 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;
- (4) Carrier arranges alternate transportation, or other 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 one (1) hour after the planned arrival time of the Passenger's original flight; or
- (5) The Passenger voluntarily relinquishes his or her Confirmed Reservation in exchange for compensation offered by Carrier.
- (6) The Passenger is on the No Fly or Selectee list published by Homeland Security.

E. In determining which Passengers holding Confirmed Reservations shall be denied boarding involuntarily, Carrier shall deny boarding to such Passengers in the order of when Passengers checked in, commencing with those Passengers who checked in last.

F. Before denied boarding occurs, Carrier will give a written explanatory statement to Passengers who are denied boarding.

#### 28. Reservations on Other Carriers

Carrier will only accept reservations made on, or tickets issued by, other carriers, in accordance with federal law when a carrier has ceased operations following bankruptcy.

#### 29. Right to Change Contract of Carriage

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract of Carriage without prior notice. All changes must be in writing and must be available for public inspection at each of Carrier's ticket offices.

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To the extent there is a conflict between the Contract of Carriage and your itinerary, or other publications, the Contract of Carriage governs. Previous versions of the Contract of Carriage may be obtained by contacting Delux Public Charter at 1-800-I FLY-JSX or by contacting us through [www.jsx.com](http://www.jsx.com)

### 30. Ground Transportation

Ground transportation is exclusively the responsibility of the Passenger.

### 31. Government Laws and Regulations

All transportation is sold and all carriage is performed subject to compliance with all applicable government laws and regulations, including those of the Federal Aviation Administration and U.S. Department of Transportation, Transportation Security Administration, and all applicable Conventions, special contracts, treaties, and tariffs, many of which are not specified herein but are nevertheless binding on Carrier and all Passengers.

32. Immigration and Customs Regulations: It is the Passenger's responsibility to obtain and have possession of all required travel documents. Carrier assumes no responsibility for compliance by Passengers with immigration and customs laws and regulations of each country from, through, or to which a flight is operated. Carrier shall not be responsible for any information or assistance given to a Passenger by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Passenger resulting from his or her failure to obtain such documents and comply with such laws and regulations.

### 33. Section Headings/Waiver

The section headings used in this Contract of Carriage are intended for convenience only and in no way define, limit or describe the scope or substance of any of the provisions of this document. If Carrier fails to enforce any of the sections of this Contract of Carriage or fails to exercise any election, such failure will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract of Carriage.

### 34. Controlling Language

English is the controlling language of this Contract of Carriage. To the extent there is any conflict between the English translation and another language translation, English controls.