

GENERAL TERMS AND CONDITIONS OF TRANSPORTATION

Article 1: Definitions

Authorised agent

An agent authorized by the Carrier to represent it in sales of tickets to passengers on the carrier's flights.

Baggage

Personal belongings that passengers bring with them on the journey. Unless expressly stated to the contrary, this shall include both checked baggage and hand baggage.

Baggage check

That part of the baggage tag which passengers are given as their receipt for checked baggage.

Baggage tag

The document issued by the Carrier exclusively in order to identify checked baggage.

Carrier, the

Norwegian Air Shuttle AS.

Checked baggage

All baggage for which the Carrier has taken responsibility and for which, in that connection, it has issued a baggage check.

Check-in time

The time fixed by the Carrier within which passengers must have completed the check-in formalities and received their boarding cards.

Convention

One or more of the following documents, insofar as they are applicable to the transportation contract:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw 12 October 1929 (hereinafter referred to as the Warsaw Convention).
- The Warsaw Convention as amended at The Hague, 28 September 1955.
- The Warsaw Convention as amended by Supplementary Protocol No. 1 at Montreal (1975).

- The Warsaw Convention as amended by Supplementary Protocol No. 2 at Montreal (1975).
- The Warsaw Convention as amended by Supplementary Protocol No. 4 at Montreal (1975).
- The Guadalajara Supplementary Convention (1961).

Days

Calendar days. Include all seven days of the week. For changes or communications, the day on which the change or communication was received or sent shall not be counted. In calculating the ticket's period of validity, neither the day of the issue of the ticket nor the day on which air travel commences shall be counted.

Electronic or telephonic ticketing

Issue by a Carrier, or on its behalf, of a ticket, via passengers' seat reservation on the Internet or via a telephonic booking.

Full price

The highest price on a scale defined by the Rules of the Carrier.

Hand baggage/cabin baggage

All baggage that is not checked.

Itinerary

A document or documents issued by the carrier to the passenger, containing the passenger's name, travel information and other information.

Loss

Includes death, personal injury, loss, partial loss, theft or other loss, injury or damage that may be occasioned due to or in connection with air carriage.

Passenger

Any person, with the exception of crew members, who is transported or shall be transported on an aircraft on the basis of an air ticket.

Regular stopping places

Airports, other than the departure airport and the destination airport, mentioned in the passengers' ticket or in the Carrier's schedules as stopping places on the passenger's itinerary.

Rules of the Carrier

All rules and declarations, with the exception of these General Terms and Conditions of Transportation, laid down by the Carrier and applicable on the day the ticket was issued and applicable to the transportation of passengers and/or their baggage, including prices current on that day.

SDR

A special drawing right defined by the International Monetary Fund.

Tariff

The published price and/or rules of carriage belonging to a carrier that has registered such tariff with the authorities in countries where this is a requirement.

Ticket

A valid travel document, baggage check and conditions of contract issued by the Carrier direct or on its behalf, and, where electronic or telephonic ticketing is used, the documents handed over to passengers before boarding or after confirmation of the seat reservation.

Voluntary disembarkation

A disembarkation during a journey, requested by a passenger, at a stopping place between the departure airport and the destination airport, accepted by the Carrier in advance.

Article 2: Application**2.1 General**

These general conditions are the Carrier's terms and conditions of transportation to which reference is made in the Carrier's tickets or electronic booking documentation. With the exception of the provisions in Articles 2.3 and 2.4, they shall be applicable to all transportation of passengers and baggage performed by the Carrier, and for other services provided by the Carrier, whether paid or otherwise. The terms and conditions of transportation supplement the rules of the Carrier stated on the ticket or in electronic booking documentation. The terms and conditions of transportation shall also be applicable to transportation that is provided without compensation or for reduced compensation, unless reservations are made on this subject in these conditions, in the contract or in the electronic booking documentation for the transportation.

2.2 Charter

If the transportation is provided in consequence of a contract made with a different carrier, these general terms shall apply only insofar as they do not conflict with the conditions enshrined in the contract with the chartering company.

2.3 Mandatory rules of law

The Carrier's general terms and conditions of transportation shall apply insofar as they do not conflict with applicable tariffs or legislation. In cases of discrepancy between these terms and conditions and applicable tariffs or legislation, the tariffs and/or legislation shall always take precedence over the Carrier's terms and conditions of transportation.

2.4 Precedence of the general terms and conditions for the transportation over the Carrier's other regulations. If there is conflict between other provisions of the Carrier and the general terms and conditions of transportation, the latter shall take precedence over the Carrier's other regulations.

Article 3: Tickets

3.1 General

a) The ticket constitutes proof that a contract has been made between the Carrier and the passenger whose name is stated on the ticket. If no ticket has been issued, the seat reservation and the consequent payment shall constitute proof that a contract has been made. In this case, the general terms and conditions of transportation shall apply.

b) The passenger's right to transportation

Transportation on a flight shall be accepted for persons who have been issued a ticket or who have had their seat reservation accepted under the rules laid down in Article 6. The Carrier will only provide transportation to the person whose name is stated on the ticket. Passengers may be asked to identify themselves; as valid ID is accounted valid passport, valid bank or credit card with photo, valid driver's licence, national service book, the identification card "Kongeriket Norge" and the Civil Aviation Authority's ID card. Passengers travelling with children under two years of age shall show their birth certificates unsolicited. If passengers cannot prove that they are the persons whose name is stated in the ticket, the Carrier may refuse transportation.

c) Lost or damaged ticket

If the ticket has been damaged or destroyed, the Carrier may, at the passenger's request, replace it by issuing a new ticket, provided that the passenger can furnish adequate proof to the Carrier that a valid ticket for the flight(s) had been issued. In this case, the passenger must expect to sign an agreement agreeing to reimburse the Carrier for all costs and losses incurred by the Carrier due to misuse of the ticket. The Carrier may impose an administration fee for this service.

d) Transfer of ticket

A ticket or seat reservation is in principle non-transferable without written approval from the Carrier. If a ticket is presented by a person other than the person whose name is stated on the ticket or the seat reservation, and the Carrier knowingly undertakes the transportation, the Carrier may not be held liable in relation to the passenger whose name is stated on the ticket or seat reservation.

e) Non-issue of ticket

If the Carrier chooses not to issue a ticket, these terms and conditions will be applicable to the passenger whose name is stated on the seat reservation.

3.2 Validity of the ticket

A ticket or a seat reservation shall be valid only as long as it corresponds to a seat reservation confirmed by the Carrier's rules as described in Article 6.1 or in documents received from the Carrier by electronic letter.

3.3 Validity

A ticket or seat reservation shall only be valid if it corresponds with a confirmation issued pursuant to the Carrier's rules, as described in Article 6.1, or in documentation issued in confirmation via electronic letters.

Article 4: Voluntary stops

The Carrier may give passengers permission to disembark from the aircraft at regular stopping places, if local authorities and the Carrier's general terms and conditions so permit.

Article 5: Ticket prices and taxes

5.1 General

Ticket prices shall only apply to transportation between the departure airport and the destination airport, unless specially stated to the contrary. The prices shall not include ground transport between airports or between airports and ground terminals. The ticket price is calculated in accordance with the prices in force the day the ticket is purchased for the journey on a particular day and a particular itinerary. Changes in itinerary or date of travel may cause changes in the ticket price.

5.2 Valid prices

Valid prices are those applicable at the time of reservation. The prices may vary in consequence of how many seats are still free within any given price category and the Carrier does not guarantee that there will be available prices in any category, even if the deadline for advance reservation is adhered to.

5.3 Taxes

Applicable taxes imposed by public authorities and airport authorities shall be paid by the passenger. When passengers book the ticket they will be given information on the taxes not included in the ticket price. Taxes imposed on air travel vary from time to time and can therefore be imposed after the ticket has been booked and/or issued. Passengers must therefore pay for any price increase that has taken place between the day they booked and/or purchased the ticket up to the day of departure. If such taxes are abolished or reduced so that they are no longer applicable to the passenger's journey on the day of departure, the passenger shall have a claim for reimbursement on application to the Carrier.

5.4 Currency

Ticket prices and taxes shall be paid in the currency stated by the Carrier at the time of reservation.

Article 6: Seat reservation

6.1 Conditions of reservation

a) Seat reservations are confirmed and shall be accounted as having been confirmed only when payment has been received. If a passenger has not paid for the ticket within the set payment deadline stipulated by the Carrier or its authorized agent, the Carrier may cancel the passenger's reservation.

b) The Carrier's ticket prices are based on a system of regulations that dictate whether the passenger has a right to change or cancel the reservation or not. These ticket prices and this system of regulations are fixed at the time of seat reservation and restrictions or charges for change or cancellation of the ticket will be announced to the passenger at that time.

6.2 Personal data

The passenger hereby accepts that personal data are given to the Carrier for the purpose of making a seat reservation, buying a ticket, ordering ancillary services, providing and developing customer services, simplifying routines in relation to immigration and arrival procedures and furnishing such data to government authorities when these are legally empowered to require the production of such information.

For these purposes the passenger accepts that the Carrier may retain and use such data and that the Carrier may transfer these to its own offices, authorized agents, public authorities, other carriers and others who provide such services.

6.3 Placement of seats

The Carrier does not guarantee the allocation of a specific seat in the aircraft and the passenger hereby confirms that he or she will accept whichever seat is allocated on the flight in question.

6.4 Cancellation of ticket

All tickets or seat reservations that are not used on a flight become invalid and are not refundable. The Carrier's tickets that are sold at full price will, if the Carrier's current rules at the time of reservation permit, enable passengers to change to another departure or have the money refunded.

Article 7: Check-in and boarding

7.1

The deadline for check-in varies from airport to airport, and the Carrier recommends that passengers themselves ascertain these deadlines and respect them. The Carrier reserves the right to cancel the seat reservation if passengers do not adhere to the stipulated deadlines and requirements for check-in. Check-in deadlines may be found on the Carrier's Internet pages and are available on application to the Carrier or its authorized agents.

7.2

If passengers do not present themselves at the Carrier's boarding desk within the deadlines stipulated by the Carrier, their seat reservation will be cancelled. The flight will in no circumstances be held, and passengers will be denied boarding for their own account.

The Carrier shall have no liability for any loss and expense to passengers in consequence of their failure to respect the provisions of this Article.

Article 8: Refusal and limitation of transportation

8.1 Right to refuse transportation

The Carrier may, by exercise of reasonable discretion, refuse to transport passengers and baggage, providing that the Carrier has informed the passenger in writing that the Carrier, following such a communication, will refuse to transport the passenger on its flights. The Carrier may also refuse to transport passengers or baggage if one or more of the following has occurred or the Carrier has reason to believe that it may occur:

- a) such measures are necessary to maintain given laws, regulations or other provisions issued by public authorities,
- b) transportation of the passenger or his/her baggage may endanger the safety and health of other passengers and/or the crew,
- c) transportation of the passenger or his/her baggage may be an inconvenience or an annoyance to the other passengers and/or crew,
- d) the passenger's behaviour, age, mental or physical health, including influence of alcohol or narcotics, may constitute a risk to the passenger or to other passengers, crew or aircraft, or demand special assistance from the Carrier which it is not in position to provide,
- e) the passenger has behaved reprehensibly during previous flights and the Carrier has reason to believe that such reprehensible behaviour may be repeated,
- f) the passenger has refused to submit to a security check,
- g) the passenger has not paid the applicable ticket price, taxes or other charges,
- h) it appears that the passenger lacks valid travel documents, or intends to destroy these during the flight, or refuses to present travel documents to the crew on demand,
- i) the passenger presents a ticket or seat reservation which has been obtained unlawfully or has been purchased from others that the Carrier or its authorised agents, or which has been reported lost or stolen, is a forgery, or the passenger cannot prove his or her identity in relation to the name on the ticket or seat reservation,
- j) the passenger neglects to follow the Carrier's safety instructions,
- k) the passenger has previously committed one of the acts or omissions described above.

In the cases described above, a written warning is not required, and the Carrier will cancel the seat reservation with no liability to refund the ticket or for other expenses.

8.2

Transportation of children travelling alone, handicapped, pregnant women or the sick, may be accepted on condition of compensation paid to the Carrier.

Transportation of children travelling alone may be refused if the Carrier, at the time of departure, is unable to guarantee that the child will reach the destination at the stipulated time.

Transportation of passengers who require special assistance will take place in accordance with the Carrier's applicable guidelines for such transportation.

Article 9: Baggage

9.1 Objects that cannot be accepted as baggage:

a) Passengers may not place the following in their baggage:

1) objects that are not baggage as defined in Article 1,

2) objects that may cause damage or danger to the aircraft, persons or goods on board the aircraft, such as for example the objects listed in the Safe Transport of Dangerous Goods regulations of the International Civil Aviation Association (ICAO) or the International Air Transport Association (IATA),

3) objects whose transportation is not permitted by law, regulations or provisions issued by any state from, to or through which the flight takes place,

4) objects which in the Carrier's opinion are unsuitable for transport in that they are deemed a safety hazard, or unsuitable for transport on account of weight, size, shape or other properties, or which are fragile or perishable,

5) live animals, except as described in Article 9.9.

b) Weapons and ammunition, including sporting and hunting weapons, are prohibited in the cabin. In general no weapons and ammunition, other than sporting and hunting weapons, are acceptable as checked baggage. In all cases weapons shall be unloaded and safetied, and otherwise properly packed, and the bolt/fore-end shall be sent separately from the rest of the weapon. Transport of ammunition is subject to the regulations of the ICAO and IATA regarding dangerous goods.

c) The passenger shall not place fragile objects, perishable or valuable objects, such as laptop computers, jewellery and precious stones, money, security documents, briefcases and attaché cases with alarms installed, medicines, medical certificates or identity documents, in checked baggage.

d) It is forbidden to bring replicas of weapons, daggers, (flick)knives and other articles resembling offensive weapons as hand baggage, but these may be accepted as checked baggage.

e) If objects described in Article 9 are nonetheless included in the passenger's baggage despite the fact that this is prohibited, the Carrier shall not be liable vis-à-vis the passenger for the loss of or damage to these objects.

9.2 Right to refuse transportation

- a) The Carrier will not transport as baggage those objects described in Article 9.1, and the Carrier may also refuse further transportation of such objects if they are discovered on the journey.
- b) The Carrier will not transport as baggage objects of such a size, shape, weight, content or other properties that they are unsuitable for transport on board an aircraft.
- c) The Carrier will not accept baggage for transportation that is not packed properly in suitable packaging, so that the Carrier under normal conditions can guarantee that it arrives undamaged.

9.3 Right to make inspection

The Carrier may, for security/safety reasons, request to inspect the passenger's baggage, or call in the airport authorities to conduct a body-search.

If the passenger cannot be present during the inspection of the baggage, the Carrier may, for security/safety reasons, inspect the baggage in order to satisfy itself that the passenger has not brought any of the objects described in Article 9.1, which are not approved by the Carrier under Article 9.1. If the passenger refuses to comply with the request, the Carrier may refuse transportation of passenger and baggage.

9.4 Checked baggage

- a) When the baggage has been presented to the Carrier for check-in, the Carrier will take charge of the baggage and issue a baggage tag for each piece.
- b) The passenger is obliged to attach a label that includes at a minimum a name and address.
- c) Checked baggage will be transported on the same aircraft as the passenger.
- d) Exception: If parts or all the baggage that a passenger wants to check in cannot be accepted due to the aircraft's cargo capacity, the Carrier may decide to let said baggage be sent on afterwards on one of the Carrier's next flights, or on the flight of a different carrier.

9.5 Baggage allowance

Passengers can bring baggage as per their allowance, pursuant to the Carrier's terms and restrictions. These may be obtained on enquiry to the Carrier, from the Carrier's Web-pages or from one of the Carrier's authorized agents.

9.6 Excess and oversized baggage

Passengers must pay a charge to bring baggage that exceeds the set weight for their baggage allowance. These charges may be obtained on enquiry to the Carrier, from the Carrier's Webpages or from one of the Carrier's authorized agents.

9.7 Hand baggage

a) Baggage that is taken on board as hand baggage must be of such size and/or weight that it can be stowed in a closed baggage locker in the cabin, or under the seat in front of the passenger. Objects that the Carrier considers to be of such a size and/or weight that this is not possible will not be accepted in the cabin and must be sent as checked baggage. Before this is done, the passenger shall be given an opportunity to remove the objects described in Article 9.1 third paragraph.

b) Objects that cannot be transported in the aircraft's cargo hold (such as fragile musical instruments, lung dialysis machines and so on) may be accepted in the cabin if the Carrier has been made aware of this in advance, and has given permission. The passenger must expect to pay a surcharge for the transportation of such objects.

9.8 Retrieval of baggage

a) Passengers must retrieve their checked baggage as soon as this is available at the destination or stopping place. If passengers do not retrieve their baggage within a reasonable time, the Carrier may impose a storage fee. If passengers have not retrieved their baggage within three months after it was made available, the baggage will be removed, without liability vis-à-vis the passengers.

b) Only the person who can show a baggage check and baggage tag shall have the right to retrieval of checked baggage.

c) Should a person demand the retrieval of baggage be unable to show a baggage check or identify the baggage by a baggage tag, the Carrier may refuse to surrender the baggage to said person unless he or she can satisfactorily prove ownership of the baggage.

9.9 Animals

a) The Carrier will accept live animals (dogs and cats) for transport in the cargo hold in accordance with applicable conditions.

b) The animals (dogs and cats) must be placed in a kennel approved by IATA with valid health and vaccination certificates, import permits and any other documents required by the destination or transit states. Animals will only be accepted if the Carrier has been informed of this in advance.

c) If the animal, including crate and food, is accepted as baggage, it shall nonetheless not be part of the baggage allowance. It will be deemed to be excess baggage and the applicable surcharge will therefore be imposed.

d) Guide dogs accompanying passengers with reduced sight or hearing, plus their kennel and food, will be transported free of charge in addition to the baggage allowance, if the Carrier has been informed prior to the journey.

e) The passenger shall be fully liable for injury, loss, sickness or death of the animals accepted for transport. Nor shall the Carrier have any liability for fines, costs or losses incurred in connection with the animal's being refused entry. These costs will be charged to the passenger.

Article 10: Schedules and cancellations

10.1 Schedules

The Carrier shall do its best to transport passengers and baggage in the most expedient manner. The Carrier shall also do its best to follow the published schedule applicable to the day of the transportation.

Times indicated in schedules or elsewhere are not guaranteed. These may be altered without warning, and are not a part of the passenger's contract with the Carrier. The Carrier assumes no liability for onward connections, whether with this carrier or another.

10.2 Cancellations/ change of schedule

If the Carrier cancels a flight or does not succeed in allocating a previously confirmed seat, the Carrier will refund the ticket price pursuant to Article 11 and other applicable laws and regulations, with no further liability vis-à-vis the passenger.

10.3 Overbooking

The Carrier will provide compensation for involuntary denied boarding pursuant to current legislation. Compensation for voluntary denied boarding will be paid in accordance with the Carrier's own compensation rules. Further information on this subject may be obtained on enquiry to the Carrier's ticket offices or authorised agents.

Article 11: Refund

11.1 General

If the Carrier does not succeed in transporting the passenger, the ticket will be refunded by the Carrier pursuant to this Article and its rules.

All claims for refund must be sent by post to the Carrier's settlement office. A ticket is only refundable if it accords with a confirmed ticket reservation and the passenger has a ticket that under the Carrier's rules at the time of issue is accounted refundable, and the Carrier has received payment.

11.2 Recipient of refund

a) Unless otherwise stated, the Carrier shall make a refund either to the person named on the ticket or to the person who has paid for the ticket, provided that satisfactory evidence for such payment can be submitted.

b) If a ticket has been paid by someone other than the person named on the ticket as passenger, the Carrier will only make a refund to the person who paid for the ticket, or in accordance with authorisation from said person.

c) A refund made to a person who can show an unused ticket or has an unused seat reservation, or who presents himself or herself as the person entitled to refund pursuant to paragraphs a) or b), will be deemed to be a full and complete refund and the Carrier shall be without liability in relation to further claims for refund.

11.3 Refund in connection with cancellation

If the Carrier cancels a flight or does not succeed in offering a previously confirmed seat, the sum to be refunded shall be:

- a) if no portion of the ticket has been used, a sum corresponding to the ticket price.
- b) if a portion of the ticket has been used, the refund shall not be less than the difference between the ticket price and the applicable price for a journey between the places the has been used.

11.4 Voluntary refund

If the passenger has a claim for refund on other grounds than those stated in Article 11.3, the refund sum shall be as follows:

- a) if no part of the ticket has been used, the refund amount shall be the same as the ticket price less any administration costs and cancellation charges.
- b) if a part of the ticket has been used, the refund amount shall be in accordance with the difference between the ticket price and the applicable price for travel between the airports where the ticket has been used, less administration costs and cancellation fees.

11.5 Right to refuse a refund

If the ticket's expiry date has passed, the Carrier may refuse to refund it.

11.6 Currency

The Carrier reserves the right to refund in the same manner and in the same currency as the applied to the purchase of the ticket.

11.7 Authorisation to make refund

Only the Carrier or its authorised agents may make refunds.

Article 12: Conduct on board

12.1 General

Should a passenger conduct himself or herself on board the aircraft in such a way that the safety of those on board is endangered, or is suspected of being about to damage the aircraft or its fittings, or the passenger prevents the aircrew discharging their duties, or refuses to obey instructions from aircrew including but not limited to instructions regarding smoking, consumption of alcohol or

narcotics, or behaves himself or herself in such a way as to inconvenience or annoy other passengers and/or crew, the Carrier may then take whatever precautions it considers necessary in order to prevent the continuation of such behaviour. This includes use of coercive means.

The passenger may be put off the aircraft, be refused onward transportation from any airport, and may be prosecuted for criminal acts committed on board.

12.2 Use of electronic equipment

Passengers are forbidden to use electronic equipment containing transmitters or receivers during their entire stay on board the aircraft. Such equipment includes, but is not limited to, mobile (cellular) telephones, portable cassette recorders, transistor radios, CD players, electronic games and radio-controlled toys. It is forbidden to use electronic equipment not containing transmitters or receivers while the "Fasten Seat Belts" sign is illuminated. Such equipment includes, but is not limited to, laptop computers, cassette players and video cameras.

The use of hearing aids and cardiac pacemakers is permitted during the entire flight.

Article 13: Agreement on other services

If the Carrier agrees, under a transportation contract, to offer services provided by a third party, the Carrier shall not be liable for these services.

Article 14: Administrative formalities

14.1 General

Passengers are themselves responsible for obtaining all requisite travel documents, including visas, and for obeying all laws, regulations and other provisions of public authorities related to travel in the countries the passengers are flying from, to, or in transit through. The Carrier shall not be liable for any consequences to passengers of their failure to obtain such requisite documents or failure to obey such laws, regulations, requirements or orders.

14.2 Travel documents

Before transportation commences, passengers shall be able to show all exit, entry, health and other documents that are required pursuant to laws, regulations and provisions laid down by public authorities in the affected countries, and shall permit the Carrier to take and retain copies of such documents. The Carrier

reserves the right to refuse transportation if passengers have not obeyed applicable regulations, or if it is found that passengers' travel documents do not appear to be in order.

14.3 Refusal of entry

If passengers are refused entry to a country, they are themselves liable for any fines or charges imposed on the Carrier by the relevant authority. In addition, passengers are themselves liable for payment of transportation out of the country concerned. In addition, the ticket price for the journey to the place where entry was refused will not be refunded by the Carrier.

14.4 Passengers' liability for fines and charges

If the Carrier must pay a fine or incurs a cost due to passengers' failure to obey laws, regulations or other conditions related to their journey in the countries concerned, or failure to obtain the necessary documents, passengers shall on demand reimburse the Carrier for any sum paid or expense incurred.

14.5 Customs control

If required, passengers shall be present during inspection of their baggage by the customs service or other representative of the authorities. The Carrier shall not be liable vis-à-vis passengers for loss or other damage caused by such inspection or passengers' failure to respect such requirement for their attendance.

14.6 Security control

Passengers shall be obliged to submit to each and every security control performed by public officials, airport staff, the Carrier or other carriers.

Article 15: Liability for loss

15.1 General

The Carrier's conditions of liability are as follows:

- a) The Carrier shall only be liable for loss occurring on its own routes and operated by the Carrier itself.
- b) Any liability the Carrier may have for loss will, pursuant to applicable legislation, be reduced in the event of any negligence on the part of the passenger that caused or contributed to the loss.
- c) The Carrier assumes no liability for loss caused to hand baggage, unless this is due to negligence on the part of the Carrier.

d) The Carrier shall not be liable for loss caused by the Carrier's conformity with applicable laws or regulations laid down by public authorities, or by passengers' failure to obey these,

e) The Carrier's liability shall be restricted to loss caused to checked baggage pursuant to current national or international conventions and rules.

The Carrier's liability on delayed, lost or damaged checked baggage is limited to SDR1131 per passenger.

The Carrier's liability for the passenger loss because of delayed transport of the passengers is limited to SDR4694.

f) The Carrier's liability shall be limited to documented losses, and the Carrier assumes no liability whatsoever for consequential losses.

g) The Carrier shall have no liability for any loss that passengers' baggage may cause to other parties' property, including that of the Carrier. All passengers shall be personally liable for any loss, damage or injury caused to other persons and other person's property, including the Carrier's property, in consequence of the passenger's baggage, and must cover all losses incurred by the Carrier in consequence thereof.

h) The Carrier shall have no liability for loss caused by objects that it is not permitted to include in checked baggage, see Article 9.1. This includes fragile and perishable objects, valuable objects (such as laptop computers, jewellery and precious stones, money, security documents, briefcases and attaché cases with alarms installed, medicines, medical certificates or identity documents), regardless of whether this baggage is checked or taken as hand baggage.

i) If the advanced age or mental or physical health of a passenger is such that it constitutes a danger and/or a risk to the passenger during the flight, the Carrier shall not be liable for the passenger's illness, personal injury, disability or death, should such personal injury, disability or death be attributable to said condition. Should the passenger's health deteriorate on board, the Carrier shall similarly have no liability for this. Should the Carrier incur costs in consequence of a necessary stop to convey said passenger to a hospital, the Carrier reserves the right to hold the passenger liable for reimbursement of all costs and expenses the Carrier may have incurred in connection therewith.

j) The restrictions of the Carrier's liability shall apply to its authorized agents, employees and representatives in the same degree as they apply to the Carrier. The total amount that can be demanded from the Carrier and from such authorized agents, employees and representatives may not exceed the Carrier's total liability, if the Carrier has such liability.

k) Unless expressly stated, none of what is contained in these General Terms and Conditions of Transportation shall be construed to mean that the Carrier waives any exception or restriction in its liability in consequence of applicable laws, conventions or agreements.

15.2 Liability for personal injury and death

The Carrier shall be liable for personal injury and death pursuant to the Convention and national legislation, provided that the personal injury or death takes place on a flight operated by the Carrier itself. The following conditions apply to all transportation with the Carrier, irrespective of whether the transportation is subject to national or international law.

15.2.1

If a passenger is killed, injured or impaired in health the Carrier shall be liable, provided that the event that caused the injury occurred on board the aircraft, or in connection with the passenger's boarding or disembarkation. Liability in damages shall not be subject to any financial limitation, whether laid down by law, convention or agreement.

15.2.2

Regardless of the provisions of 15.2.1, the Carrier may, wholly or partially, be relieved of liability in damages in conformity with applicable legislation if the Carrier can prove that the injured or killed person had by negligence caused or contributed to the injury.

15.2.3

If an accident occurs the Carrier will, and in no circumstances later than 15 days after the determination of the identity of the person who is entitled to compensation, pay an advance to cover immediate needs, proportional to the injury sustained. In the case of death, this advance shall not be less than SDR 16000 expressed in EUR per passenger.

15.2.4

Payment of advance as described in Article 15.2.3:

a) shall not be synonymous with admission of liability,

b) may be deducted from any sum that is subsequently disbursed on the basis of the Carrier's liability.

c) shall be repaid only in such cases as described in 15.2.2, or if it is subsequently proven that the person who received the advance had by negligence caused or contributed to the injury, or is not the person entitled to the compensation.

15.2.5

If advance payment is to be made pursuant to 15.2.3, or pursuant to other sums in EUR that correspond to SDR:

a) the sum in EUR that corresponds to SDR shall be calculated in relation to a rate laid down by the International Monetary Fund.

b) in the event that Norway is not affiliated with the EUR as a statutory currency on the date in question, the payment or determination of the sum shall be fixed in NOK, by means of the market's exchange rate between NOK and EUR on the date of payment or determination.

15.2.6

The Carrier confirms that it has liability insurance that covers at least SDR113100 per passenger and not less than the minimum amount stipulated in applicable laws, conventions or agreements.

Article 16: Deadlines for complaint or legal action

16.1 Deadlines

If the holder of the baggage check retrieves the checked baggage without making complaint, this shall be adequate proof that the baggage was delivered in good condition and in conformity with the contract of carriage.

If the passenger wishes to make a claim for damage to checked baggage, the passenger must notify the Carrier as soon as possible after discovery of the damage, and no later than seven (7) days after the receipt of the baggage.

Passengers who wish to claim for delayed baggage must inform the Carrier no later than twenty-one (21) days after the baggage was made available. All communication and complaints must be made in writing to:

- Norwegian Air Shuttle, Bags, P.O. Box 115, 1330 Fornebu, Norway

Passengers who discover damage to checked baggage at the destination must immediately notify the Carrier's representatives thereof, and complete the missing baggage form.

16.2 Statute-barring of complaint right/legal action

All rights to compensation for loss or damage shall lapse if legal action is not brought within two (2) years from the day of arrival at the destination, or from the day the aircraft was to have arrived or from the day the transportation was interrupted. Methods for calculating the deadline for legal action are laid down by statutory rules in the country where legal action is brought.

Article 17: Termination

If the passenger does not conform to the conditions stated in the General Terms and Conditions of Transportation or in the Carrier's regulations, the contract with the passenger will be terminated with immediate effect without warning or written notice, and the payment made will be retained by the Carrier.

Article 18: Authorisation

No agent, employee or representative of the Carrier is authorised to alter, modify or waive requirements stated in the conditions of transportation.