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**ATLASGLOBAL AIRLINES  
GENERAL CONDITIONS  
OF CARRIAGE**

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## ***ARTICLE 1 — DEFINITIONS***

Unless the context otherwise requires, the capitalized terms set forth below, as used in these Conditions of Carriage, shall have the following meanings:

"ADMINISTRATION FEES" means fees charged, where applicable, to the passenger by Atlasglobal and/or its authorised agent, particularly in consideration for the modification, reissue or refund of a ticket.

"AGREED STOPPING PLACES" means those places, except the place of departure and the place of destination, set forth in the ticket or shown in the timetables of Atlasglobal as scheduled stopping places on the passenger's route.

"AIR CARRIAGE" means the carriage of the passenger and his/her baggage by an aircraft, as defined by the applicable laws and regulations.

"AIRLINE DESIGNATOR CODE" means the code issued by the IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown on the ticket in combination with the flight number.

"ATLASGLOBAL" means the company "Atlasjet Havacılık A.Ş.", a Turkish joint-stock company, with its registered office at Şenlikköy Mah. Yeşilköy Cad. No: 9/A 34153 Florya, Bakırköy / İstanbul.

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by Atlasglobal to represent Atlasglobal in the sale of air transportation services.

"BAGGAGE" means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

"BAGGAGE CHECK" means those portions of the ticket which relate to the carriage of the passenger's checked baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued by Atlasglobal solely for identification of checked baggage.

"CARRIER" means an air carrier other than Atlasglobal, whose airline designator code appears on a ticket or on a conjunction ticket.

"CHECKED BAGGAGE" means baggage of which Atlasglobal takes custody and for which Atlasglobal has issued a baggage check.

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with the ticket or itinerary/receipt, identified as such and which incorporate these Conditions of Carriage by reference and notices.

“CONJUNCTION TICKET” means a ticket issued to the passenger with relation to another ticket which together constitute a single contract of carriage.

“CONVENTION” means whichever of the following instruments are applicable:

1. The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929;
2. The Warsaw Convention as amended at The Hague on 28 September 1955;
3. The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
4. The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
5. The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
6. Guadalajara supplementary Convention of 18 September 1961;
7. The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

“COUPON” means both a paper flight coupon and an electronic coupon.

“DAMAGE” includes death, wounding, or bodily injury to the passenger, loss, partial loss, theft or other damage, arising out of or in connection with air carriage.

“DAYS” mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a ticket, the day upon which the ticket is issued, or the flight commenced shall not be counted.

“ELECTRONIC COUPON” means an electronic flight coupon or other value document held in the database of Atlasglobal.

“ELECTRONIC TICKET” means the itinerary/receipt issued by Atlasglobal or on its behalf, the electronic coupons and, if applicable, a boarding document.

"FARES" means the fare for a journey reserved by the passenger, in a reservation class, for given routes, flights and, where applicable, dates.

“FLIGHT COUPON” means portion of the ticket that bears the notation “good for passage,” or in the case of an electronic ticket, the electronic coupon, and indicates the particular places between which the passenger is entitled to be carried.

"FORCE MAJEURE" means circumstances that are external to the party citing them and who can provide evidence of them, that are abnormal and unpredictable, the consequences of which could not have been avoided despite all the care and attention exercised.

"ITINERARY/RECEIPT" means a document or documents which Atlasglobal issues to passengers travelling on electronic tickets that contains the passenger name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket.

"PASSENGER COUPON" or "PASSENGER RECEIPT" means that portion of the ticket issued by Atlasglobal or on its behalf, which is so marked and which ultimately is to be retained by the passenger.

"REGULATIONS OF ATLASGLOBAL" means rules, other than these Conditions, defined by Atlasglobal and in effect on the issue date of ticket, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

"STOPOVER" means a deliberate interruption of a journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Atlasglobal.

"TARIFF" means the published fares, charges and/or related Conditions of Carriage of an airline filed with the Governments of Canada or the United States of America.

"TICKET" means either the document entitled "passenger ticket and baggage check" or the electronic ticket, in each case issued by Atlasglobal or on its behalf, and includes the Conditions of Contract, notices and coupons.

"UNCHECKED BAGGAGE" means any baggage of the passenger other than checked baggage. Such baggage stays in the custody of the passenger.

## ***ARTICLE 2 — APPLICABILITY***

### **2.1. GENERAL PROVISIONS**

2.1.1. Except as provided in 2.2, 2.3, 2.4 and 2.5, these Conditions of Carriage apply to all flights, or flight segments, where Atlasglobal or its airline designator code ("KK") is indicated in the carrier box of the ticket for that flight or flight segment.

2.1.2. All carriage by air of passengers and baggage is subject to these Conditions of Carriage and Atlasglobal's fare regulations in force at the time of the passenger's reservation.

2.1.3. These conditions also apply to gratuitous and reduced fare carriage except to the extent that Atlasglobal has provided otherwise in its regulations or in the relevant contracts, passes or tickets.

## **2.2. CHARTER OPERATIONS**

If air carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the ticket.

## **2.3. CODE SHARES**

2.3.1. On particular routes and flights, Atlasglobal provides air carriage services in cooperation with other air carriers under arrangements known as “Code Shares”. In these circumstances, even if the passenger has a reservation with Atlasglobal and hold a ticket where Atlasglobal or its airline designator code is indicated as the carrier, the carrier operating the flight may not be the same carrier as shown on the ticket.

2.3.2. For code share services on flights operated by another carrier, these Conditions of Carriage shall apply to such air transportation. However, code share partners may have specific rules with respect to the operation of the flights in question, which may differ from their regulations including their Conditions of Carriage.

## **2.4. OVERRIDING LAW**

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, any applicable laws, government regulations, orders or requirements, such provision shall not apply. The invalidity of any such provision shall not affect the validity of any other provision in these Conditions of Carriage.

## **ARTICLE 3 — TICKETS**

### **3.1. GENERAL PROVISIONS**

3.1.1. The ticket constitutes *prima facie* evidence of the contract of carriage between Atlasglobal and the passenger named on the ticket.

3.1.2. Air carriage services shall be provided only to the passenger named on the ticket, and the passenger may be required to produce appropriate identification.

3.1.3. A ticket is not transferable.

3.1.4. The ticket is and remains at all times the property of Atlasglobal. If a person other than the person who is to travel presents a ticket for carriage or refund purposes, Atlasglobal shall not assume any liability if, acting in good faith, it carries or refunds the person who presents the ticket.

3.1.5. It is the passenger's responsibility to take all measures to ensure that the ticket is not lost or stolen.

3.1.6. Certain tickets, which are sold at specific fares, are partially or totally non-modifiable and/or refundable. It is the passenger's responsibility, when making his/her reservation, to consult the conditions applicable to the use of his/her ticket and, where necessary, to take out the appropriate insurance to cover the circumstances under which he/she might have to cancel his/her journey.

3.1.7. Except in the case of an electronic ticket, the passenger shall not be entitled to be carried on a flight unless he/she presents a valid ticket containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. In addition to this, the passenger shall not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Atlasglobal or its authorised agent. In the case of an electronic ticket, the passenger shall not be entitled to be carried on a flight unless the passenger provides positive identification and a valid electronic ticket has been duly issued in the name of the passenger.

### **3.2. PERIOD OF VALIDITY**

3.2.1. Except as otherwise provided in the ticket, these Conditions, or the regulations of Atlasglobal, a ticket is valid for one year from the date of commencement of travel, or if no portion of the ticket is used, for one year from the date of issue.

3.2.2. If a passenger is prevented from travelling within the period of validity of the ticket because Atlasglobal:

3.2.2.1. cancels the flight on which the passenger holds a reservation; or

3.2.2.2. omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or

3.2.2.3. fails to operate a flight reasonably per schedule; or

3.2.2.4. causes the passenger to miss a connection; or

3.2.2.5. substitutes a different class of service; or

3.2.2.6. is unable to provide previously confirmed space;

the validity of such passenger's ticket may be extended until Atlasglobal's first flight on which space is available in the class of service for which the fare has been paid.

3.2.3. When the passenger is prevented from travelling within the period of validity of the ticket because at the time the passenger requests reservations Atlasglobal is unable to confirm a reservation, the validity of such ticket may be extended, or the passenger may be entitled to a refund in accordance with Article 10.

3.2.4. If a passenger after having commenced his/her journey is prevented from travelling within the period of validity of the ticket by reason of illness, Atlasglobal may extend the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel as attested to by a medical certificate, or until Atlasglobal's first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket, or in the case of an electronic ticket, the electronic coupon, involve one or more stopovers, the validity of such ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, Atlasglobal may similarly extend the period of validity of tickets of other members of such passenger's immediate family accompanying the passenger.

3.2.5. In the event of death of a passenger en route, the tickets of persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's tickets and those of his or her immediate family who are accompanying the passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.

### **3.3. COUPON SEQUENCE AND USE**

3.3.1. Atlasglobal shall honour flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket.

3.3.2. The ticket may not be valid and Atlasglobal may not honour the ticket if the first flight coupon, or in the case of an electronic ticket, an electronic coupon has not been used and the passenger commences his or her journey at any stopover or agreed stopping place.

3.3.3. Each coupon will be accepted for carriage in the class of service specified therein on the date and flight for which space has been reserved. When coupons are issued without a reservation being specified, space may be reserved, subject to the conditions of the relevant fare and the availability of space on the flight requested.

### **3.4. NAME AND ADDRESS OF CARRIER**

Atlasglobal's name shall be abbreviated to its airline designator code ("KK"), or otherwise, on the ticket. The address of Atlasglobal shall be deemed to be that of its registered office or principal place of business.

## ***ARTICLE 4 — FARES AND CHARGES***

### **4.1. GENERAL**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports, and between airports and town terminals, unless provided by Atlasglobal without additional charge.

### **4.2. APPLICABLE FARES**

4.2.1. Applicable fares are those published by Atlasglobal or, if not so published, constructed in accordance with the regulations of Atlasglobal. Applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon on the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt.

4.2.2. When the amount that has been allocated is not the applicable fare, the difference shall be paid by the passenger or, as the case may be, refunded by Atlasglobal, in accordance with the regulations of Atlasglobal.

4.2.3. Any change in itinerary or journey date may have an impact on the applicable fare.

### **4.3. TAXES AND CHARGES**

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in the regulations of Atlasglobal. These fees, taxes and charges may be created or increased by a government, another authority or an airport operator after the ticket reservation date. In this case, the passenger shall pay the corresponding amount. Conversely, if the fees, taxes and charges are reduced or abolished, the Passenger may be refunded for the reduced or abolished amounts.

#### **4.4. CURRENCY**

Fares and charges are payable in those currencies acceptable to Atlasglobal, at the rate of exchange established in accordance with the regulations of Atlasglobal.

### ***ARTICLE 5 — RESERVATIONS***

#### **5.1. RESERVATION REQUIREMENTS**

5.1.1. Reservations are not confirmed until recorded as accepted by Atlasglobal or its authorised agent.

5.1.2. As established in the regulations of Atlasglobal, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

#### **5.2. TICKETING TIME LIMITS**

If a passenger has not paid for the ticket prior to the specified ticketing time limit, as advised by Atlasglobal or its authorised agent, such reservation may be cancelled and the seat allocated to another passenger without any liability on the part of Atlasglobal.

#### **5.3. PERSONAL DATA**

5.3.1. The passenger recognises that personal data has been given to Atlasglobal for the purposes of; making a reservation, purchasing a ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with his/her travel. For these purposes, the passenger authorises Atlasglobal to retain and use such data and to transmit it to its own offices, its partners, its authorised agents, government agencies, other carriers or the providers of the above-mentioned services.

5.3.2. The gathering of certain personal data is essential for reservation and establishing the contract of carriage. The passenger may naturally exercise their right to object to the gathering and processing of their data, but shall be informed that this may result in cancellation of the journey or a lack of access to certain specific ancillary services requested (special meals, etc.). It is also specified that, pursuant to the laws and regulations applicable, a failure to provide certain data or the inaccuracy of certain data may result in a decision to deny boarding or entry into a foreign territory, without Atlasglobal being held liable.

#### **5.4. SEATING, ANCILLARY SERVICES, ETC.**

5.4.1. Atlasglobal shall make reasonable efforts to meet seat allocation requests, but cannot guarantee the allocation of a given seat, even if the reservation is confirmed for said seat. Atlasglobal reserves the right to change the seat allocation at any time, including after boarding, due to operating, security or safety imperatives, or for reasons of force majeure. In these cases, the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued.

5.4.2. Atlasglobal shall make reasonable efforts to meet the passenger's requirements regarding the services provided on board aircraft, in particular drinks, special meals, films, etc. However, Atlasglobal may not be held liable if imperatives relating to security and safety or reasons beyond the control of Atlasglobal do not allow it to provide suitable services, even if such services are confirmed at the time of reservation.

5.4.3. The type of aircraft indicated to the passenger at the time of ticket reservation or subsequently is stated for information purposes only. Imperatives relating to security and safety, reasons beyond the control of Atlasglobal or operating constraints may lead Atlasglobal to modify the type of aircraft, without any liability on its part.

#### **5.5. SERVICE CHARGE WHEN SPACE NOT OCCUPIED**

A service charge, in accordance with the regulations of Atlasglobal, may be payable by a passenger who fails to use space for which a reservation has been made.

#### **5.6. RECONFIRMATION OF RESERVATIONS**

Onward or return reservations may be subject to the requirement to reconfirm the reservation within the time limits specified in the regulations of Atlasglobal. Failure to comply with such reconfirmation requirement may result in cancellation of any onward or return reservations.

#### **5.7. CANCELLATION OF ONWARD RESERVATIONS**

If a passenger does not use a reservation and fails to notify Atlasglobal accordingly, Atlasglobal may cancel or request cancellation of any onward or return reservations.

## ***ARTICLE 6 — CHECK-IN/BOARDING***

6.1. The passenger shall arrive at Atlasglobal's check-in location and/or boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures and in any event not later than the time that may be indicated by Atlasglobal.

6.2. In the event that the passenger fails to arrive on time at Atlasglobal's check-in location and/or boarding gate, or appears improperly documented and not ready to travel, Atlasglobal may cancel the space reserved for the passenger without incurring any liability and shall not delay the flight.

6.3. Atlasglobal shall not be liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

## ***ARTICLE 7 — REFUSAL AND LIMITATION OF CARRIAGE***

### **7.1. RIGHT TO REFUSE CARRIAGE**

7.1.1. Atlasglobal may refuse carriage of any passenger or passenger's baggage, if Atlasglobal, in the exercise of its discretion, determines for instance that:

7.1.1.1. Such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;

7.1.1.2. The carriage of the passenger or his/her baggage may endanger the safety, health, comfort or convenience of other passengers or crew;

7.1.1.3. The passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present any hazard or risk to themselves, other passengers, the crew or property;

7.1.1.4. The passenger has committed misconduct when checking in for the flight or, for connecting flights, during a previous flight, and Atlasglobal reasonably believe that such conduct may be repeated;

7.1.1.5. The passenger refused to submit to a security check and/or to produce a proof of his/her identity;

7.1.1.6. The passenger has not paid the applicable fare, taxes or charges;

7.1.1.7. The passenger does not appear to be in possession of valid travel documents, has sought to illegally enter a territory during transit, has destroyed his/her travel documents during the flight, or has refused to allow copies thereof to be made and kept by Atlasglobal, or the passenger's travel

documents are expired, incomplete in light of the regulations in force, or fraudulent (identity theft, forgery or counterfeiting of documents);

7.1.1.8. The ticket produced by the passenger has been acquired unlawfully, has been purchased from an entity other than Atlasglobal or his/her authorised agent, or has been reported as being lost or stolen, or is a counterfeit, or the passenger cannot prove that he/she is the person named in the ticket;

7.1.1.9. The passenger has not used the coupons in sequence, or he/she presents a ticket which has been issued or altered in any way, other than by Atlasglobal or its authorised agent, or the ticket is mutilated;

7.1.1.10. Such action is necessary as the passenger failed to observe the instructions of Atlasglobal, specifically in regard to safety and security;

7.1.1.11. The passenger has failed to arrive at Atlasglobal check-in location or at boarding gate on time;

7.1.1.12. The passenger has previously committed one of the acts or omissions referred to above.

## **7.2. SPECIAL ASSISTANCE**

Acceptance for the carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with Atlasglobal. Unless otherwise specified in the regulations of Atlasglobal, passengers with disabilities who have advised Atlasglobal of the disability and any special requirements they may have at the time of ticketing, and been accepted by Atlasglobal, shall not subsequently be refused carriage on the basis of such disability or special requirements.

## ***ARTICLE 8 — BAGGAGE***

### **8.1. FREE BAGGAGE ALLOWANCE**

Passengers may carry some of their baggage free of charge. Unless otherwise provided in the regulations of Atlasglobal, free baggage allowance shall be shown on the ticket, or in the case of an electronic ticket, on the itinerary and receipt and shall eventually depend on the conditions and limitations in the baggage regulations of Atlasglobal applying at the time of the flight.

## **8.2. EXCESS BAGGAGE**

8.2.1. The passenger shall be required to pay a charge for carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in the regulations of Atlasglobal.

8.2.2. In all cases, any baggage may not exceed a maximum weight per passenger as stipulated by the regulations of Atlasglobal.

## **8.3. ITEMS UNACCEPTABLE AS BAGGAGE**

8.3.1. The passenger should not include in his/her baggage:

8.3.1.1. items which do not constitute baggage as defined in Article 1 hereof;

8.3.1.2. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, and the regulations of Atlasglobal;

8.3.1.3. items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;

8.3.1.4. items which are considered by Atlasglobal to be unsuitable for carriage due to their weight, size, shape or character, such as fragile or perishable items;

8.3.1.5. live animals, except as provided for in the Article 8.10.

8.3.2. Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. However, firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.2.

8.3.3. Weapons such as antique firearms, swords, knives and similar items may be accepted as checked baggage, at the discretion of Atlasglobal, but shall not be permitted in the cabin of the aircraft.

8.3.4. The passenger must not include in his/her checked baggage money, jewellery, works of art, golden or silver items, precious metals, computers, any kind of keys including but not limited to house keys and car keys, musical instruments, electronic devices which are intrinsically fragile and/or installed on screens susceptible to be damaged easily, optical or photographic equipment, liquids, perishable and/or fragile items, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5. If any items referred to in 8.3.1, 8.3.2, 8.3.3. and 8.3.4 are included in the passenger's baggage, whether or not these are prohibited from carriage as baggage, Atlasglobal shall not be responsible for any loss or damage to such items. Furthermore, Atlasglobal is not liable for damages caused by the liquids spilled in baggage and any other successive damages resulted in due to the carriage of liquids, referred to in 8.3.4., in checked baggage.

#### **8.4. RIGHT TO REFUSE BAGGAGE CARRIAGE**

8.4.1. Atlasglobal may refuse to carry as baggage the items described in Article 8.3, and it may also refuse further carriage of any such items upon discovery thereof.

8.4.2. Atlasglobal may refuse to carry as baggage any item because of its size, shape, weight, contents or character, or for safety or operational reasons, or the comfort and convenience of other passengers.

8.4.3. Atlasglobal may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling. Unproperly packed baggage may be accepted by Atlasglobal together with a limited release tag presented to the passenger. However, in the event that such baggage has been damaged, Atlasglobal shall not incur any liability to the passenger.

#### **8.5. RIGHT OF SEARCH**

For reasons of safety and security, Atlasglobal may request that the passenger permits a search, x-ray or other type of scan be made of his/her person and baggage. If the passenger is not available, the passenger's baggage may be searched in his/her absence for the purpose of determining whether the passenger is in possession of or whether his/her baggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to Atlasglobal in accordance with 8.3.2 or 8.3.3. If the passenger is unwilling to comply with such request, Atlasglobal may refuse to carry the passenger and his/her baggage. In the event an x-ray or other scan causes damages to the passenger or his/her baggage, Atlasglobal shall not be liable for such damage unless due to its fault or negligence.

#### **8.6. CHECKED BAGGAGE**

8.6.1. Upon delivery to Atlasglobal of the passenger's baggage which the passenger wishes to check in, Atlasglobal shall take custody thereof and issue a baggage identification tag for each piece of the passenger's checked baggage.

8.6.2. If baggage is not attached an affix indicating the name and surname of the passenger, and his/her address, the passenger shall affix such identification to the baggage prior to acceptance.

8.6.3. Passenger is obliged to take, save and check the information on the baggage identification tag issued for each of his/her checked luggage, otherwise Atlasglobal shall not be responsible for damages occurred in connection with the carriage of baggage.

8.6.4. Checked baggage must be able to withstand normal handling and protect its contents.

8.6.5. Atlasglobal shall not be held liable for dirt, dents, scratches, stains and damages of similar type caused to items, which cannot be intrinsically considered as baggage, delivered for carriage in an unprotected manner.

8.6.6. Before the delivery of a television or any other items of fragile nature as checked baggage at the check-in, the passenger shall sign a letter of quittance stating that Atlasglobal shall not be responsible for the carriage of these items. In any case, Atlasglobal has the right to refuse carriage of these items.

8.6.7. Prior to the delivery of his/her wheelchair as baggage, the passenger is obliged to attach an affix to his/her wheelchair indicating the name and surname of the passenger, and his/her address.

8.6.8. Checked baggage shall, whenever possible, be carried on the same aircraft as the passenger, unless Atlasglobal decides for safety, security or operational reasons to carry it on an alternative flight. If the passenger's checked baggage is carried on a subsequent flight, Atlasglobal shall deliver it to the passenger, unless applicable law requires the passenger to be present for customs clearance.

## **8.7. EXCESS VALUE DECLARATION AND CHARGE**

8.7.1. If, in accordance with the regulations of Atlasglobal, Atlasglobal offers an excess valuation facility, the passenger may make a written declaration of value for his/her checked baggage in excess of the applicable liability limits, such as the ones set out in the Convention. If the passenger makes such a written declaration, he/she may be required to pay an extra charge, at a rate specified by Atlasglobal. Nevertheless, Atlasglobal reserves the right to verify the adequacy of the value declared in light of the value of the baggage and the contents thereof.

8.7.2. Atlasglobal may refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by a carrier which does not offer the excess value facility.

## **8.8. UNCHECKED BAGGAGE**

8.8.1. Baggage which the passenger carries onto the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin of the aircraft. If the passenger's baggage cannot be stored in this manner, or is of excessive weight according to the regulations of Atlasglobal or is considered unsafe for any reason thereof, it must be carried as checked baggage.

8.8.2. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 8.8.1 above, shall only be accepted for carriage in the cabin compartment if the passenger has given Atlasglobal a due notice in advance and permission has been subsequently granted by Atlasglobal. The transport of such objects may be charged for separately.

8.8.3. The passenger is responsible for personal effects and unchecked baggage that he/she takes into the cabin. In the event of the destruction, theft, loss or damage of personal effects and unchecked baggage, Atlasglobal may only be held liable if wrongdoing on its part, or that of its officials or agents, is proven.

## **8.9. COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

8.9.1. The passenger is required to collect his/her checked baggage as soon as it is made available for collection at the destination or stopover. Should the passenger not collect it within a reasonable time, Atlasglobal may charge the passenger a storage fee. If the passenger's checked baggage is not claimed within the time limit provided in the regulations of Atlasglobal, Atlasglobal may hand it over to the customs without any liability to the passenger.

8.9.2. Only the bearer of the baggage check and baggage identification tag, delivered to the passenger at the time the baggage was checked, is entitled to delivery of the checked baggage. Failure to exhibit the baggage identification tag may not prevent delivery provided the baggage check is produced and the baggage is identified by other means.

8.9.3. If a person claiming checked baggage is unable to produce the baggage check and identify the baggage by means of a baggage identification tag, Atlasglobal shall deliver the baggage to such person only on condition that he or she establishes to Atlasglobal's satisfaction his or her right to thereto, and if required by Atlasglobal, such person shall furnish adequate security to indemnify Atlasglobal for any loss, damage or expense which may be incurred by Atlasglobal as a result of such delivery.

8.9.4. Acceptance of the baggage by the bearer of the baggage check without any complaint on his/her part at the time of delivery is *prima facie* evidence, unless proven to the contrary, that the baggage was delivered in good condition, in accordance with the Contract of Carriage.

8.9.5. In case that baggage of a passenger who flew to a destination other than his/her hometown could not be delivered and that 24 hours have passed since his/her arrival, the passenger shall contact with Atlasglobal concerning his/her allowance for daily expenses spent for his/her urgent needs.

## **8.10. ANIMALS**

8.10.1. Except as otherwise provided in the regulations of Atlasglobal, animals may be accepted for carriage only on the following conditions:

8.10.1.1. The carriage of pets travelling with passengers is subject to Atlasglobal's prior and explicit acceptance.

8.10.1.2. The number of pets that can be carried is limited per flight and per passenger.

8.10.1.3. In accordance with the regulations in force, the carriage of certain categories of pets is prohibited. Information relating to these categories may be sought from Atlasglobal and its authorised agents.

8.10.1.4. The passenger must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they shall not be accepted for carriage. Request for such carriage shall be approved only with the advance agreement of Atlasglobal and may be subject to additional conditions specified by Atlasglobal.

8.10.1.5. If accepted as baggage, the animal, together with its container and food, shall not be included in the passenger's free baggage allowance, but shall constitute excess baggage, for which the passenger will be obliged to pay the applicable rate.

8.10.1.6. Guide dogs accompanying passengers with disabilities together with containers and food shall be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by Atlasglobal.

8.10.1.7. Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. Atlasglobal shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

## ***ARTICLE 9 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS***

### **9.1. SCHEDULES**

9.1.1. Atlasglobal undertakes to use its best efforts to carry the passenger and his/her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, to do so, Atlasglobal may need to use a substitute aircraft and/or the services of another carrier.

9.1.2. Atlasglobal may also be obliged to change the time of flights, often for reasons beyond its control and consequently, times shown in timetables cannot be guaranteed and thus form no part of the passenger's contract with Atlasglobal.

## **9.2. CANCELLATION, REROUTING, DELAYS, OVERBOOKING**

9.2.1. If, due to circumstances beyond its control, Atlasglobal cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at the passenger's destination point or stopover destination, or causes the passenger to miss a connecting flight on which the passenger holds a confirmed reservation, Atlasglobal may either:

9.2.1.1. carry the passenger on another of its scheduled passenger services on which space is available and, where necessary, extend the validity of the passenger's ticket; or

9.2.1.2. re-route the passenger to the destination shown on his/her ticket by its own services, or by other mutually agreed means and class of transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, Atlasglobal shall require no additional fare or charge from the passenger, and shall refund the difference if the fares and charges for the revised routing are lower;

9.2.1.3. if neither of the above alternatives are acceptable to the passenger, Atlasglobal shall make a refund in accordance with the provisions of Article 10.3; and shall have no further liability to the passenger.

9.2.2. Atlasglobal shall not be held responsible to compensate a passenger who has been denied boarding in cases specified in these Conditions.

9.2.3. Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Atlasglobal shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Atlasglobal as to the dates or times of departure or arrival or as to the operation of any flight.

## ***ARTICLE 10 — REFUNDS***

### **10.1. GENERAL PROVISIONS**

10.1.1. Refund for an unused ticket or any unused portion thereof shall be made by Atlasglobal in accordance with this Article and with the regulations of Atlasglobal.

10.1.2. Except as otherwise provided in this Article, Atlasglobal shall be entitled to make refund either to the person named in the ticket or, to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment.

10.1.3. If a ticket has been paid for by a person other than the passenger named in the ticket, and the ticket indicates that there is a restriction on refund, Atlasglobal shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.4. Except in the case of a lost ticket, refunds will only be made on surrender to Atlasglobal of the passenger coupon or passenger receipt and all unused flight coupons.

## **10.2. RIGHT TO REFUSE REFUND**

10.2.1. After the expiry of the validity of the ticket, Atlasglobal may refuse refund when application therefore is made later than the time prescribed in the regulations of Atlasglobal.

10.2.2. Atlasglobal may refuse refund on a ticket which has been presented to Atlasglobal or to government officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to Atlasglobal's satisfaction that he/she has permission to remain in the country or that he or she will depart therefrom by another carrier or another means of transport.

## **10.3. CURRENCY**

Atlasglobal reserves the right to make a refund in the same manner and the same currency used to pay for the ticket.

## **10.4. BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the carrier which originally issued the ticket or by its agent if so authorised-

## ***ARTICLE 11 — CONDUCT ABOARD AIRCRAFT***

### **11.1. GENERAL PROVISIONS**

11.1.1. If the passenger conducts himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to

smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, Atlasglobal may take all the necessary appropriate and reasonable measures, pursuant to legislative and regulatory provisions. To this end, Atlasglobal may disembark the passenger and/or use restraining measures at any stage of the flight.

11.1.2. If a passenger does not comply with the provisions of this Article or commits a criminal or reprehensible act on board an aircraft, Atlasglobal reserves the right to take legal action against said passenger.

## **11.2. ELECTRONIC DEVICES**

For safety reasons, Atlasglobal may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## ***ARTICLE 12 —ARRANGEMENTS FOR ADDITIONAL SERVICES***

If in the course of concluding the contract of carriage by air, Atlasglobal agrees to make arrangements for the provision of additional services, it shall have no liability to the passenger for such services except for negligence on its part in making such arrangements.

## ***ARTICLE 13 — ADMINISTRATIVE FORMALITIES***

### **13.1. GENERAL PROVISIONS**

13.1.1. Passengers are required, under their own responsibility, to procure all the specific documents, visas and permits required for their journey and, where applicable, for that of their minor children and/or passengers for which they are responsible and/or pets travelling with them, and must also comply with the applicable regulations of States (departure, arrival and transit), as well as with regulations of Atlasglobal.

13.1.2. Atlasglobal shall not be liable for any aid or information given by any of its agents or employees to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

## **13.2. TRAVEL DOCUMENTS**

Prior to travel, the passenger must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit Atlasglobal to take and retain copies thereof. Atlasglobal reserves the right to refuse carriage if the passenger has not complied with these requirements, or his/her travel documents do not appear to be in order. Atlasglobal may not be held liable for the consequences (in particular losses or expenses) suffered by passengers who fail to comply with the applicable regulations.

## **13.3. REFUSAL OF ENTRY**

The passenger agrees to pay the applicable fare whenever Atlasglobal, on government order, is required to return a passenger to his or her point of origin or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. Atlasglobal may apply to the payment of such fare any funds paid to Atlasglobal for unused carriage, or any funds of the passenger in the possession of Atlasglobal. The fare collected for carriage to the point of refusal of entry or deportation shall not be refunded by Atlasglobal.

## **13.4. PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.**

If Atlasglobal is required to pay or deposit any fine or penalty or to incur any expenditure because of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Atlasglobal any amount so paid or deposited and any expenditure so incurred. Atlasglobal may apply towards such payment or expenditure the value of any unused carriage on the passenger's ticket, or any funds of the passenger in its possession.

## **13.5. CUSTOMS INSPECTION**

13.5.1. If required, the passenger shall attend inspection of his or her baggage, checked or unchecked, by customs or other government officials. Atlasglobal is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

13.5.2. Passengers must compensate Atlasglobal, if action, omission or negligence on their part causes damage to Atlasglobal due, in particular, to their failure to comply with the provisions of this Article or the authorisation given to Atlasglobal to inspect their baggage.

## **13.6. SECURITY INSPECTION**

13.6.1. Passengers are required to undergo the security (and safety) checks required by government or airport authorities, as well as on the request of Atlasglobal.

13.6.2. Atlasglobal may not be held liable for refusing to carry a passenger, in particular in the event that such a refusal is based on the profound conviction that said refusal is warranted by the applicable law, regulations and/or requirements.

## ***ARTICLE 14 — SUCCESSIVE CARRIERS***

14.1. Carriage to be performed by Atlasglobal and other carriers under one ticket, or a conjunction ticket is regarded as a single operation for the purposes of the Convention.

14.2. Where Atlasglobal has issued the ticket or is the carrier designated first on the ticket or on a conjunction ticket issued for successive carriage, Atlasglobal shall only be liable for the portion of the carriage performed using its own resources.

## ***ARTICLE 15 — LIABILITY FOR DAMAGE***

15.1. The liability of Atlasglobal and each carrier involved in the passenger's journey will be determined by their own respective Conditions of Carriage. Liability provisions of Atlasglobal are as follows:

15.1.1. Unless otherwise stated herein, international carriage, as defined in the Convention, is subject to the liability rules of the Convention.

15.1.2. Where the passenger's carriage is not subject to the liability rules of the Convention, the following rules shall apply:

15.1.2.1. To the extent that Turkish legislation is applicable, the liability of Atlasglobal is subject to the provision of Turkish Civil Aviation Act no.2920.

15.1.2.2. Atlasglobal shall be liable for damage to a passenger or his or her checked baggage only if such damage has been caused by the negligence of Atlasglobal. If there has been contributory negligence on the part of the passenger, the liability of Atlasglobal shall be subject to the applicable law relating to contributory negligence.

15.1.2.3. Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result:

15.1.2.3.1. The liability of Atlasglobal with respect to each passenger for death, wounding or other bodily injury shall be limited to the liability sum mentioned in the Convention, provided that if in accordance with applicable law, a different limit of liability is applicable, such different limit shall apply;

15.1.2.3.2. With respect to delay, Atlasglobal shall be under no liability except as provided in these Conditions of Carriage.

15.1.3. To the extent not in conflict with the foregoing and whether or not the Convention applies:

15.1.3.1. Atlasglobal is liable only for damage occurring during carriage on flights or flight segments where its airline designator code appears in the carrier box of the ticket for that flight or flight segment. If Atlasglobal issues a ticket or if Atlasglobal checks baggage for carriage on another carrier, Atlasglobal does so only as agent for the other carrier. Nevertheless, with respect to checked baggage, the passenger may make a claim against the first or last carrier.

15.1.3.2. Atlasglobal is not liable for damage to unchecked baggage unless such damage is caused by its negligence. If there has been contributory negligence on the part of the passenger, the liability of Atlasglobal shall be subject to the applicable law relating to contributory negligence.

15.1.3.3. Atlasglobal is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the passenger to comply with the same.

15.1.3.4. Except in the case of an act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, the liability of Atlasglobal in the case of damage to checked baggage shall be limited to the liability sum mentioned in the Convention, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply.

15.1.3.5. The liability of Atlasglobal shall be limited to proven compensatory damages, and in any event, Atlasglobal shall not be liable for indirect, consequential, or any other form of non-compensatory damages.

15.1.3.6. Atlasglobal is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Atlasglobal shall indemnify Atlasglobal for all losses and expenses incurred by Atlasglobal as a result thereof.

15.1.3.7. Atlasglobal is not liable for damage to fragile or perishable items, electronic equipment, money, jewellery, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, liquids, perishable and/or fragile items, passports and other identification documents, or samples, which are included in the passenger's checked baggage.

15.1.3.8. If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Atlasglobal shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.

15.1.3.9. Any exclusion or limitation of liability of Atlasglobal shall apply to and be for the benefit of agents, employees and representatives of Atlasglobal and any person whose aircraft is used by Atlasglobal and such person's agents, employees and representatives. The aggregate amount recoverable from Atlasglobal and from such agents, employees, representatives and person shall not exceed the amount of Atlasglobal's limit of liability.

15.1.3.10. Unless so expressly provided, nothing herein contained shall waive any exclusion or limitation of liability of Atlasglobal under the Convention or applicable laws.

## ***ARTICLE 16 — TIME LIMITATION ON CLAIMS AND ACTIONS***

### **16.1. NOTICE OF CLAIMS**

If the passenger wishes to file a claim or an action regarding damage to checked baggage, the passenger must notify Atlasglobal as soon as he/she discovers the damage, and at the latest, within seven (7) days of receipt of the baggage. If the passenger wishes to file a claim or an action regarding delay of checked baggage, he/she must notify Atlasglobal within twenty-one (21) days from the date the baggage has been placed at the passenger's disposal. Every such notification must be made in writing.

### **16.2. LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

**Name of the Carrier:**

Atlasglobal Airlines

**Abbreviation of Name:**

KK