

## Carriage Contract

Transportation of passengers and luggage provided by Línea Aérea de Servicio Ejecutivo Regional, LASER C.A., is subject to the following terms and conditions, in addition to the terms and conditions printed on any ticket or e-ticket. When buying a carriage ticket, the passenger accepts these provisions.

### CHAPTER 1 - DEFINITIONS

**“Code- Share Agreements”**: They are agreements that allow the use of the designator code of one or more airlines on a flight or segment of a flight operated by another.

**“Travel agency”**: It is the natural or legal person with whom THE AIR CARRIER has a business relationship for the sale and distribution of its services, and services of other airlines, when so authorized.

**“Air ticket”**: It is the registration of the contract, including electronic tickets for transportation, provided by THE AIR CARRIER under certain terms and conditions, for the transport of the passenger whose name appears on the ticket and in accordance with the rates and regulations that are applicable.

**“Conditions of the Carriage Contract”**: These are the ones contained in this document.

**“Connection”**: Change from one flight to another the passenger makes at a different stop different from the origin and destination indicated in the ticket to get to their destination. It may imply or not a change of aircraft, flight number, and/or airline.

**“Time for connecting flights”**: Change Bookings or tickets purchased for connecting flights, must be made within a time frame of two (2) hours for national flights, and three (3) hours for international flights; between each flight.

**“Special Drawing Right (SDR o DEG)”**: Its value is based on a basket of four key international currencies, the US dollar, the euro, the sterling pound, and the Japanese yen, which shall be established by information provided by the International Monetary Fund. The value of the SDR for the moment the compensation due becomes effective.

**“Luggage”**: It includes articles, effects and other personal belongings of a passenger, which are carried on the aircraft by agreement with the AIR CARRIER.

**“Carry-on luggage”**: It is the one the passenger keeps under his/her custody, care, control and responsibility during the flight and stay within the airports involved.

**“Checked or Invoiced Luggage”**: It is the one that has been put under the custody of the AIR CARRIER and for which a luggage tag has been handed to the passenger and placed on each received piece.

**“Lost Luggage”**: Checked baggage that was involuntarily separated from passenger for any reason, and that has not been delivered to the passenger within fourteen (14) calendar days for national flights, and twenty one (21) calendar days for international flights, to the date it should have arrived originally.

**“Label or luggage tag”**: Document issued by the AIR CARRIER to identify checked baggage.

**“Excess Luggage”**: Checked baggage exceeding the total weight allowed according to the provisions of AIR CARRIER.

**“Schedule”**: Orderly set of carrier flights, regularly operated by this.

**“Dangerous or Prohibited Merchandise”**: They are all those elements or substances classified as explosive, flammable, gas, acid, corrosive, radioactive, biological material, and/or deemed as such by the airline, by Law, or by national and international regulations. They are materials or objects that pose a risk to health, safety, or that may produce damage to the environment, property, or people.

**“No -Show”**: It is the passenger who, having a confirmed reservation for a specific flight, does not arrive at the airport at the time scheduled by the AIR CARRIER, which shall generate the cancellation of the flight(s) booked, and may generate charges or penalties for the passenger.

**“Reimbursement”**: It is the total or partial refund of the amount paid for unused airline service for voluntary or involuntary reasons, made by the AIR CARRIER and that is subject to certain conditions for its application.

**“On- board service”**: It is that offered by AIR CARRIERS DURING FLIGHT, and varies depending on the type of aircraft, route, duration and flight characteristics. On-board service may include beverages and meals.

**“Tariff”**: It is the price paid by the passenger for the transport service and the conditions for application thereof.

**“Airport Tax”**: It is an amount charged to the passenger for the use of airport facilities, and which may be collected by the AIR CARRIER either on the ticket or at each airport.

**“Cancelled Flight”**: It is the flight that having been programmed, is not done for causes attributable or not to the AIR CARRIER. It is considered the flight was cancelled when the departure time is delayed six (6) hours for domestic flights and twelve (12) hours for international flights from the time scheduled according to the departure itinerary.

**“Delayed Flight”**: It is that flight whose departure time is later than the one scheduled.

## **CHAPTER 2 -APPLICATION**

**Clause 1 General.** The Conditions contained in this Carriage Contract apply to those flights or flight segments where the name: “LASER”, or designator code QL are indicated in the airline box in the corresponding flight coupon.

**Clause 2 Applicability.** These Carriage Conditions are applicable unless they are contrary to the Constitution, Conventions, and laws or regulations of the countries where they apply. If any of these provisions is not valid, all the other shall remain being valid.

## **CHAPTER 3 – AIRPORT SECURITY**

**Clause 3 Objective.** The AIR CARRIER shall develop and implement actions and procedures aimed at preventing acts that violate laws and national and international regulations, and to prevent acts of unlawful interference.

**Clause 4 Baggage Control.** All checked baggage and carry-on luggage may be inspected by any type of device or means, in the presence or even in the absence of the passenger, and with or without their consent, in order to prevent acts of unlawful interference, or any damage to the aircraft, passengers and third parties. This control may be exercised by the authorities of the country concerned. Every passenger assumes responsibility before the AIR CARRIER and the competent authorities for the contents of their luggage. Neither the AIR CARRIER, nor any of its employees or agents shall be liable for any damage, destruction, loss, delay, denial of transport, confiscation of property, among other acts, resulting from security inspections by the competent authorities, or from the refusal or failure of the passenger to comply with the required security.

**Clause 5 Passenger Identification.** Passengers should be fully identified, at the time of check-in and boarding, by checking a valid ID according to the requirements of the competent authority and the name on the airplane ticket. Passengers are responsible

for presenting travel and identity documents required by the laws of the various countries from which or where they are to be transported, or are included in their travel paths. The AIR CARRIER may validly, and without liability, refuse passenger transport when they are not fully identified or do not have all the documents and visas required for the trip. Only original documents in good condition and in force will be accepted.

**Clause 6 Denial of transportation.** The AIR CARRIER has the right to deny boarding, or leaving the aircraft at any point, to any passenger for the following reasons:

(a) When the passenger does not comply with the conditions set forth in the Carriage Contract.

(b) When such person participates, or is involved in any incident that threatens or endangers the physical integrity or safety of passengers, crew, cargo, or aircraft.

(c) When said person does not allow him/herself to be inspected.

(d) When the person does not allow the inspection of his/her checked or carry-on baggage.

(e) When said person may pose a threat to flight safety, comfort, order or discipline on board, or the health and convenience of the other passengers and crew.

(f) When the person is included in the lists of travel impediment issued by the competent authorities in any of the countries where the AIR CARRIER operates.

(g) When such person does not possess valid travel documents, and intends to enter a country for which he/she does not have the necessary documentation.

(h) When the person presents a ticket obtained fraudulently or reported as stolen or false, or when a document does not produce satisfactory identification to the AIR CARRIER.

(i) When such person does not obey safety and conduct instructions given by the AIR CARRIER representatives, both on land and in flight, or when their behavior interferes with the work of crew members.

(j) When the person is or appears to be sick, and in the AIR CARRIER's judgment, the passenger cannot be transported safely, or presents a danger to safety, or to their health or that of the other passengers and crew.

(k) When the person is intoxicated or under the influence of drugs.

(l) When the person presents an aggressive or unacceptable behavior.

**Clause 7 Persons with disabilities.** The AIR CARRIER may require passengers with certain disabilities flying with a companion as a condition to provide them with transportation, whenever the AIR CARRIER considers under the following circumstances that said assistant is essential for safety:

(a) When because of a mental disability the passenger is unable to understand and respond to safety instructions.

(b) When the passenger has hearing or visual impairments and is unable to communicate with the AIR CARRIER staff for the purposes of receiving safety instructions.

(c) When the passenger has a severe mobility impairment.

#### **CHAPTER 4 – RESERVATIONS AND CALL CENTER**

**Clause 8 Use and Handling of Bookings.** Reservations are personal and non-transferable. A reservation must contain at least the following information:

(a) Full name of the person or persons to travel. CHD (child) o INF (infant).

(b) Journey to be booked, indicating flight number, date, number of seats, tariff class.

(c) Telephone numbers in both passenger origin and destination.

(d) E-mail address in order to contact the person traveling if need be, destination address.

(e) Indicate if traveling with a pet.

**Clause 9 Reservation steps.** Reservations can be processed, under the following procedures:

(a) Through application or request to a travel agency. (b) On the Internet. (c) Directly with the AIR CARRIER through our CALL CENTER and sales outlets.

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**Clause 10 Cancellation of Reservations.** A reservation may be cancelled for any of the following reasons:

(a) At the request of the agency, or the person who originally made the reservation.

(b) By the AIR CARRIER when duplicity of the reservation is verified, i.e., more than one reservation for the same person on the same flight number and date.

(c) By the AIR CARRIER when the time limit for ticket purchase has expired, without this having been acquired.

(d) As a result of No-Show (no appearance by the passenger) in one of the reserved journeys.

## **CHAPTER 5 – SPECIAL SERVICES**

**Clause 11th General.** They are those services provided to the passengers of THE AIR CARRIER in accordance with their individual needs or requirements. Be it understood as (unaccompanied minors, elderly, disabled, pregnant, convalescent or sick).

**Clause 12th Policies and Requirements.** The passenger must inform THE AIR CARRIER at the time of check-in at the counters, or when booking, their needs or requirements.

**Infant Transport.** It is the infant that on the flight date has not reached 2 years of age and travels without occupying a seat (for international flights) and three years of age for national flights, traveling accompanied by a responsible adult. The infant requires an air transportation ticket even when he/she is not paying a fee. If the responsible adult wants the child to occupy a seat, the cost of an air transport ticket shall be paid and he/she must carry an infant seat approved by international standards as suitable for use on an aircraft.

**Child Transportation.** It is the child that having reached the age of 2 and not reached the age of 12 at the date of flight, must travel occupying a seat and paying the appropriate fee for international flights. For national flights, it is considered a child the one who has reached the age of three and is not thirteen at that time.

**Unaccompanied Minors.** This service is defined as the transportation of a minor that to the date of travel has five (5) years of age and has not reached his eighteenth (18) years and travels in the custody of an officer of THE AIR CARRIER. The Responsible adult must submit the travel permit of the minor duly notarized, which must indicate the date of departure and return, flight number, airline, name of the responsible person who receives the child. For international flights, approval for the trip by both parents is required, even when traveling with one of them. THE AIR CARRIER reserves the right to establish a maximum of minors who can carry per flight.

It shall not be allowed that a child under 12 years travels accompanied only by a person under 18, unless it is proved that it is the father or the mother. If the flight is delayed for any reason, it is the responsibility of the adult person responsible for receiving the unaccompanied minor, to wait at the airport upon arrival of the child.

**Pregnant.** Pregnant women should not travel by air if the gestation period exceeds thirty (30) weeks. In any case, such passengers must submit to THE AIR CARRIER a medical report of not more than 72 hours of being issued by the attending physician, about her fitness for the trip. The passenger during pregnancy shall also sign a letter

of responsibility, where she agrees on taking the flight under her own responsibility and risk, in connection with pregnancy

**Clause 13th Animal Transportation.** The transportation of animals, understood as domestic cats and dogs, fish, rabbits and live birds (roosters) animals shall be transported in the cargo hold of the airplane; other pets will not be accepted either as checked baggage or as hand baggage. This service is provided on some routes. At the time of booking the passenger should check if this service is provided or not in flight and what are the conditions governing its provision. As well as notify that will travel with one of the above mentioned live animal.

**Requirements for air transportation of pets as baggage**

For traveling to international destinations, it is the responsibility of the passenger to be informed and to meet all requirements for transporting their pet in the country of origin, connections and destination. The traveler must present to THE AIR CARRIER at the time of registration at the counter, the Certificates and documents required for the transport of the pet. These requirements and documents may vary by country, however, the following is usually required: for national and international flights the INSAI Mobilization Guide, Animal Health Certificate when more than three years old, issued by a licensed veterinarian and registered at INSAI, vaccination certificate containing immunization against rabies, vaccination card. At the time of booking, the passenger must inform the airline clearly that he/she travels with a pet in the cargo hold of the aircraft. This service carries an additional charge. The passenger or their travel agent must make booking of the pet directly with THE AIR CARRIER, prior to the travel date. The transportation of pets in the cargo hold is subject to availability of space of THE AIR CARRIER. Only pets as checked baggage in the cargo compartment that have a maximum weight of 40 kgs, including container (kennel) will be accepted. Passengers must travel on the same flight than their pet.

The passenger must provide their own suitable container for transporting a pet.

The passenger is responsible for delivering THE AIR CARRIER their pet within its container and removing the pet at the destination.

The transportation of two (2) adult animals in the same container, of a similar size up to a weight of 14 Kg each, which are compatible, is allowed; the animal which exceeds 14 kgs must travel in a separate container.

**Restrictions on the acceptance for transportation by air of living animals.**

**Brachycephalic breeds:** some breeds of dogs and cats have a number of anatomical features that make proper breathing difficult and which is called Brachycephalic Respiratory Syndrome, THE AIR CARRIER reserves the right to refuse admission or transportation of the domestic animal, if it considers that it does not meet the regulatory conditions fit to travel. Also, the passenger must fill the issuer certificate for live animals.

No living animals shall be transported in passenger cabin except:

**Service dogs (Seeing-eye dogs, Guidance or Assistance).** Dogs trained to perform specific functions for a person with Disability Status. Seeing eye dogs can travel in the passenger cabin wearing a muzzle and with the owner (people with reduced or disabled visual or hearing capabilities or disability) after reviewing of certification as seeing-eye dog, properly identified, and with the corresponding health certificate.

**Emotional Support Dogs.** Used by people who need emotional or mental support. In the case of emotional support dogs THE AIR CARRIER will require documentation certifying that the person requires a dog as emotional support.

## **CHAPTER 6TH – AIR TRANSPORT TICKETS**

**Clause 14th Contract Conditions.** THE AIR CARRIER shall only transport the passenger whose name appears on the ticket. Air transport ticket is not transferable or endorsable.

**Ticket Replacement in case of Loss.** In the case of loss of a ticket or portion thereof, THE AIR CARRIER will replace it issuing a new ticket.

**Period of validity of the Ticket.** The ticket will be valid for one year from the date of issue.

**Clause 15th Reimbursement.** Total, or partial refund of the amount paid for a ticket or a credit note upon the request of the passenger to THE AIR CARRIER.

## **REIMBURSEMENT RATES**

### **INVOLUNTARY REFUNDS**

When the carrier cancels a flight, the amount of reimbursement shall be made according to the provisions of the General Conditions of Air Transport.

### **VOLUNTARY REFUNDS**

When the passenger wishes a ticket refund for reasons not attributable to airline reasons, it will be made taking into account a discount for administrative expenses on the basis of the ticket price.

When the passenger wishes a refund of the ticket for health reasons, or death, his companion, or relatives up to the second degree of consanguinity, the amount of the refund will be made without applying any discount. The passenger or his immediate family must make the request to THE AIR CARRIER before the expiration date of the ticket and must submit the documentation required in accordance with the policies of THE AIR CARRIER.

**Who should be reimbursed.** THE AIR CARRIER will reimburse the person who paid for the ticket. If it is not possible to determine who the payer is, THE AIR CARRIER will reimburse the ticket to holder.



**In the following situations it will be possible to change the recipient of the refund.** Death or disease of the person who bought the air ticket, minors, THE AIR CARRIER shall charge reimbursement according to the rule of the applicable rate for the ticket to be refunded.

## **CHAPTER 7TH - FARES AND OTHER CHARGES**

**Clause 16th Fares.** Rates are valid as of the date of ticket issuance. If the passenger changes their itinerary, rates and conditions may vary.

**Taxes and rates.** Additional charges are applicable and THE AIR CARRIER collects them in favor of establishing government authorities including the amount in the air ticket.

## **CHAPTER 8TH – BAGGAGE**

**Clause 17th General.** Baggage must be transported in the same flight as its owner, to the extent that this is possible.

**Baggage acceptance conditions.** The conditions established by THE AIR CARRIER to baggage acceptance are:

- a. Every passenger must identify their baggage properly, including: full name, telephone number and permanent address.
- b. All baggage is subject to review by the competent authorities.
- c. All baggage having any of the characteristics described below can have their acceptance restricted by THE AIR CARRIER: 1) improperly packaged baggage. 2) Baggage exceeding the maximum dimensions and maximum weight established by THE AIR CARRIER for baggage. 3) Baggage that may represent a risk to other baggage inside the compartment of the aircraft. 4) Dangerous and / or prohibited goods in accordance with the provisions of the technical instructions for the safe transport of dangerous goods by air of the ICAO, IATA Dangerous Goods Regulations, Venezuelan Aeronautical Regulation 110, as well as regulations of THE AIR CARRIER.

**Limits and charges for excess / overweight baggage:** The passenger will pay the corresponding surcharge when their luggage exceeds the limit allowed by THE AIR CARRIER, which is 30 kilograms for domestic flights and 32 kilograms for international flights. Overweight pieces, oversized and additional travel baggage are subject to available space on the aircraft, with the possibility that this luggage is not transported on the same flight of the passenger, so that it will be sent on the next flight with available capacity within days.

**Carry-on luggage.** It is the luggage that THE AIR CARRIER allows the passenger to carry aboard the aircraft under its own custody, which consists of a hand piece with the maximum weight of 8 kg and which must not exceed the overall dimensions of 45 inches / 114 cm (length + width + height). The carrier is not liable for any losses that may occur to the passenger, caused as a result of having forgotten in the aircraft cabin luggage or any personal item when he/she disembarks, or when the passenger is

leaving belongings in the airport waiting room. In addition, each passenger is allowed in cabin, under their custody and at no extra cost, some of the following items: 1) Women portfolio, 2) walking cane, 3) laptop computer, 4) baby diaper bags.

The passenger should take precautions in case their baggage may be removed from the passenger compartment by THE AIR CARRIER and shipped as checked luggage, when the cabin compartments are fully occupied.

**Value items in checked baggage.** THE AIR CARRIER limits the transport of the following items as checked baggage, only they are moved under the understanding that the airline does not indemnify these items, so the passenger should take forecasts and preferably include in their carry-on luggage: a) jewelry, b) personal documents, passports, identification or identification documents, c) precious metals or gemstones, d) works of art, e) checks or securities and other valuable documents, f) cash, g) eyeglasses, h) cell phones, i) digital cameras, j) music players or headphones, k) portable DVD's and handheld electronic games, l), digital tablets, m) camcorders, n) computers and electronic equipments, o) ceramics, p) china, q) calculators, r) liquor bottles, s) perishable items.

**Transportation of firearms.** Laser Airlines does not carry firearms on its flights with national and international routes.

**Musical instruments.** Musical instruments should be within a cover materia, sufficiently durable to withstand handling and transportation, and thus avoid possible damage. Stringed instruments should have all the strings without tension to avoid any damage to the instrument arm. Only musical instruments that can be accommodated in the luggage storage bin safely inside the aircraft, such as: guitar, trumpet, violin, among others are accepted. Such baggage will be allowed on the condition that the passenger accepts and signs the label "Limited Liability" supplied by THE AIR CARRIER.

**Instrument with assigned seat.** They may be transported only when the passenger requests to take it on board paying the extra seat and always when its reservation is available, and it will be allowed according to its measures.

**Sports articles.** This luggage is allowed as long as the passenger identifies these items to THE AIR CARRIER at the time of booking their flight, and the items have been properly packaged for protection. These items are subject to additional service cost. Likewise, the baggage will be permitted under the passenger condition that the passenger accepts and signs the label "Limited Liability" supplied by THE AIR CARRIER.

**Damaged baggage receipt.** when the passenger delivers to THE AIR CARRIER luggage in poor or in any way not in suitable condition to be transported, the label "Limited Liability" will be placed on it, and the passenger will be informed that THE AIR CARRIER will not be responsible for the condition of luggage and for damage arising as a result thereof.

Acceptance of a claim is not an admission of liability by THE AIR CARRIER, prior to the relevant investigation. If the passenger has a claim, it will be analyzed and compensated, if applicable, according to the General Conditions of Air Transport, applicable according to the route flown and under the limitations of liability set forth in applicable laws.

**Damage to checked baggage.** The person entitled to compensation should file a complaint to the AIR CARRIER, at the time of arrival at the destination airport, communicating what happened to the airline staff, where a procedure for the report of luggage irregularities, called (PIR) will be open.

**Delay in delivery of checked baggage.** If the luggage did not arrive on the same flight as the passenger, they shall notify this fact directly in the offices of the AIR CARRIER before leaving the airport. For this, the passenger must complete the reporting of luggage irregularities (PIR).

## **CHAPTER 9TH – BOARDING AND ADMINISTRATIVE FORMALITIES**

**Clause 18th Counter attention (check passengers).** The passenger who will board a domestic flight must be at the counter of THE AIR CARRIER on schedule, which is two (2) hours prior to departure. The passenger who will board an international flight must be at the counter of THE AIR CARRIER four (4) hours prior to departure.

THE AIR CARRIER shall provide service information on the immigration requirements that passengers need in countries where the airline operates, this does not exclude the direct responsibility of the passenger to research, know and comply with the rules relating to this matter. THE AIR CARRIER shall not be liable for rejection of entry into a country for lack of compliance with these standards.

**Travel documents.** The passenger must submit all documentation of entry, exit and transit, health and other documents, required by laws or regulations in force in the countries involved. THE AIR CARRIER reserves the right to refuse carriage of any passenger who has not complied with the laws or regulations in force and whose documents are not in order.

## **CAPTER 10TH LEGAL ASPECTS OF THE (NATIONAL AND INTERNATIONAL) LIABILITY**

**Clause 19th Liability Regime.** The liability of THE AIR CARRIER is regulated by Venezuelan applicable laws and regulations, and for international air transport cases, the agreement or relevant Convention shall apply.