
**GENERAL CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE
AEROVIAS DEL CONTINENTE AMERICANO S.A. AVIANCA**

| CONTENTS | PAGE |
|---|----------------|
| Chapter 1. DEFINITIONS ----- | 1-12 |
| CHAPTER 2. APPLICATION----- | 12-13 |
| CHAPTER 3. AIRPORT SECURITY ----- | 13 -16 |
| CHAPTER 4. RESERVATIONS AND CALL CENTER----- | 16 – 20 |
| CHAPTER 5. SPECIAL SERVICES ----- | 20 – 28 |
| CHAPTER 6. TICKETS----- | 29 - 35 |
| CHAPTER 7. FARES AND CHARGES----- | 35 -36 |
| CHAPTER 8. BAGGAGE REGULATIONS----- | 36 - 47 |
| CHAPTER 9. CHECK-IN AND ADMINISTRATIVE PROCEDURES ----- | 47 - 49 |
| CHAPTER 10. OVERBOOKING ----- | 49 |
| CHAPTER 11. CONDUCT ABOARD AIRCRAFT----- | 49 - 51 |
| CHAPTER 12. CANCELLED, DELAYED FLIGHTS AND CHANGES IN THE OPERATION ----- | 51 - 52 |
| CHAPTER 13. IN-FLIGHT SERVICE.----- | 52-53 |
| CHAPTER 14. ALLIANCES AND COMMERCIAL AGREEMENTS ----- | 53 - 54 |
| CHAPTER 15. LEGAL ASPECTS OF LIABILITIES (DOMESTIC AND INTERNATIONAL)----- | 54 - 58 |

Chapter 1. DEFINITIONS

AERODROME

A specifically defined area of land or water set aside for the arrival, departure and maneuver of aircraft.

AGREED STOPOVER

Those points, other than the point of origin or the point of destination that are indicated, either in the flight schedule or the passenger ticket.

AIRCRAFT

Any machine (vehicle) capable of flight, that can remain airborne by itself, supported by air, not as a reaction of hitting the ground, and whose principal use is for the air transportation of passengers and/or cargo.

AIRLINE DESIGNATOR (CODE)

The alphanumeric two or three digit code and the three digit numeric accounting code assigned by IATA (International Air Transport Association) in order to identify the different CARRIERS. The codes for AVIANCA are **AV/AVA/134**. Nevertheless, on account of an express written authorization from the Colombian Civil Aeronautics, AVIANCA use the same IATA designator code in their joint marketing and advertising; however this does not imply any solidary liability between the two airlines.

AIRPORT

All aerodromes capable of providing full services to an aircraft on arrival, departure, parking, supplying (including fuel), embarking and disembarking passengers, cargo and mail.

AIRPORT (INTERNATIONAL)

Any airport which has been designated as such and serves as a gateway for domestic and/or international air traffic where immigration, customs, public Health, veterinary regulations and overall health certification services are provided.

AIRPORT FEES AND CHARGES

An amount that is charged to the Passenger for the use of airport facilities, and which may be collected by the CARRIER after being authorized to so. This fee may be collected along with the fare and other taxes, and shown separately on the ticket or at the airport, and it must be paid for by the passenger.

AIRPORT OPERATOR

Natural person or legal entity authorized to administer or to operate an airport.

AUTHORITIES

Members of the police forces, armed forces, the Department for the Administration of Security (DAS) or whatever body or organization in any other country is in charge of the overall public security and has been invested with the power to perform this function.

AUTHORIZATION TO ENTER RESTRICTED AREAS

A document issued by a competent authority for persons or vehicles, which due to their functions or operations at the airport must enter restricted or administrative areas of the airport.

AUTHORIZED AGENT

Means a passenger sales agent who has been appointed by CARRIER to represent the CARRIER in the sale of air passenger transportation over its services and, when authorized, over the services of another carrier. The agent is a person, natural or a legal entity, who performs the activities independently through his (her) own company, with employees and personnel, as a representative of the CARRIER, and in accordance with the rules, regulations and instructions which the CARRIER may provide.

AVIANCA

Means “*Aerovías del Continente Americano S.A., AVIANCA S.A.*”, identified individually, for all purposes in these Conditions of Carriage as CARRIER.

Note.- For all intents and purposes, since AVIANCA have an interline agreement which includes an operational cooperation, the companies have the same general conditions in the Conditions of Carriage; however this does not represent solidarity between them, other than that which comes from the agreement itself. Therefore, each company assumes its own operational liabilities separately.

BAGGAGE

Means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage (carry-on) for the passenger.

BAGGAGE – CARRY-ON (UNCHECKED OR CABIN BAGGAGE)

Baggage of which the passenger retains custody and liability during the flight, and for which there is no charge. In 2009 there are plans to start charging fees for hand baggage that exceeds certain limits.

BAGGAGE - CHECKED

Means baggage placed in the care and custody of the CARRIER for transportation and for which a baggage tag has been issued.

BAGGAGE – EXCESS

Baggage in excess of that which is allowed free of charge in terms of weight, number of pieces, weight per piece or volume, and for which there will be additional charges, on top of the price of the ticket.

BAGGAGE – FREE ALLOWANCE

Means the amount of baggage, checked or unchecked, in terms of weight, number of pieces and/or volume that the passenger is entitled to carry free of charge. The weight, number of pieces, maximum weight per piece and volume is determined by route and fare type.

BAGGAGE IDENTIFICATION TAG

Means a document issued by CARRIER solely for identification of checked baggage.

BAGGAGE – INTERLINE

Means checked baggage to be transported over the lines of two or more CARRIERS.

BAGGAGE – MISSING OR LOST

Means checked baggage that is not handed back to the passenger, when expected nor afterwards following a claim. It is considered lost after 21 days of an unsuccessful search and procedures for compensation are initiated.

BAGGAGE - UNCLAIMED

Baggage with a tag that arrives at an airport and which no Passenger claims.

BAGGAGE – UNIDENTIFIED

Means baggage without a tag that no Passenger claims, and whose owner cannot be identified.

BOARDING PASS

A document which is issued against a flight coupon and which allows a passenger to board an aircraft.

BULK

Piece by piece merchandise, independent of all others which have been prepared for shipment. A container or Unit Load Device (ULD) which is loaded with homogeneous cargo and subsequently loaded as a unit for one consignee, using one single document is considered as bulk. One piece of baggage is considered as bulk.

CABOTAGE

Air Navigation for commercial purposes between two points or cities located in the territory of the same Nation. Cabotage between points located within the territory of the Republic of Colombia is for the exclusive use of Colombian air carriers, except for what may have been agreed to in international conventions or treaties.

CARRIER(S)

A legal entity that undertakes to operate aircraft commercially, and is authorized to do so. It is also the carrier that issues the ticket (or airway bill) and all carriers that carry or undertake to carry the passenger and/or his baggage (or cargo) thereunder or to perform any other services related to such air carriage.

CARRIER

The air carrier issuing the ticket (or airway bill) and/or performs the air transportation, as well any airline whose code is shown in the passenger ticket.

This includes all air carriers that carry or undertake to carry the passenger, and/or his baggage (or the cargo) thereunder or to perform any other services related to such air carriage.

CIVIL AERONAUTICS, “AEROCIVIL” (SPECIAL ADMINISTRATIVE UNIT OF CIVIL AERONAUTICS)

The Special Administrative Unit of Civil Aeronautics or “*Aerocivil*” is the authority dealing with all aeronautical matters in the territory of the nation, and it is its responsibility to regulate, administer, supervise and control the Colombian air space for civil aviation. It also coordinates the relations between civil aviation and the aviation of the State, developing policies, strategies, plans, programs and projects in this field, thereby contributing to the nation’s security and sovereignty.

The “*Aerocivil*” is also responsible for providing aeronautical services, and as part of its exclusive nature, it provides navigational and communications aids within the Colombian airspace; so that all air transport services will be performed safely. Furthermore, it is responsible for regulating and supervising the infrastructure of the airports in the country, as well as to administer, directly or indirectly through third parties, the airports it owns directly or those of the Nation. It also authorizes and supervises the construction of aerodromes, an activity which the territorial authorities, their associates or the private sector will continue to perform.

CONDITIONS TO THE CONTRACT OF CARRIAGE

These are the ones found in this document, and by definition are understood to be incorporated in the contract of carriage between the CARRIER and the Passenger. These conditions are public, and they are available for consultation by all interested parties at the CARRIER’S offices in airports, ticket offices and web sites.

CONFIRMED RESERVATION

It is the equivalent of “Booking” and it means the allotment of seating accommodations for one or more persons, in one or more specific flights, on specific dates, traveling on a set fare and on a specific route. The confirmation of a reservation in the CARRIER’S internal registry consists of a “*Passenger Name Record*” or (PNR) for each flight. It is recommended to consult with the pertinent airline or with the Authorized Agent, if a reconfirmation is required once the ticket has been issued.

CONJUNCTION TICKET

It is a Ticket issued to a passenger in conjunction with another Ticket which together constitutes a single contract for carriage. In all legal respects this is considered to be consecutive carriage in accordance with that contained in CHAPTER 14 of the present general conditions of carriage.

CONNECTION

Change from one flight to another which a passenger makes at a point other than the origin or destination, shown on the ticket, in order to get to his (her) final destination. This might entail a change of aircraft and flight number.

CONVENTION

Means whichever of the following instruments is applicable to the contract of carriage:

- 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 on 28 September 1955 which modified the convention for the Unification of Certain Rules related to International Carriage by Air.
- The Warsaw Convention as amended by additional Protocols I, II, III y IV. Montreal, 1975.
- Convention supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air performed by a person other than the contracting carrier. Guadalajara, 1961.
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air. Montreal, 1999.

DAMAGE

Includes death or injury to the Passenger, delay, loss, partial loss or other damage to the baggage, or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by the CARRIER incidental thereto.

DANGEROUS GOODS

Articles or substances such as explosives, flammable goods, gases, acids, caustic or radioactive materials and biological waste which are capable of posing significant risk to health, safety or property when transported by air and which are classified as such in the IATA Dangerous Goods Regulations.

DAYS

Means 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 that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.

DOMESTIC OR NATIONAL AIR TRANSPORTATION

Air transportation that is carried out within the territory of one *single country*, e.g. *Colombia*. See the definition for Cabotage.

ELECTRONIC COUPON

It is an electronic Flight Coupon or other value document held in a Carrier's database.

ELECTRONIC TICKET

Means the itinerary/receipt issued by or on behalf of the CARRIER, the Electronic Coupons, and if applicable, a boarding document.

FARE

It is the price that the Passenger pays for air transportation services and the conditions which apply to the same. Fares are subject to certain conditions of usage, such as, amongst others, seasonality, payment conditions, endorsement and refund restrictions, applicability on specific flights, minimum/maximum stay at the point of destination, specific days for travel, etc.

FLIGHT COUPON

Means that portion of the ticket that bears the notation “good for passage”, and indicates particular places between which the coupon is good for passage subject to the conditions thereto indicated. This is either part of paper ticket or an electronic one.

FREQUENCY

The number of flights that are operated on a given route.

GOODS & MERCHANDISE

This is the thing or a number of things which the sender informs that he (her) delivers to the CARRIER for transportation.

IATA

International Air Transport Association.

INTERNATIONAL AIR TRANSPORTATION

Air travel that is carried out between points that are located in the territory of different countries. Air transportation performed between points located in the territory of Colombia and points located in the territory of other States, subject to International Conventions and Air Services Agreements.

MEDICAL CERTIFICATE

A document issued as a result of a medical examination which is proof of the psychological and physical condition of the holder.

NO-SHOW

It is that Passenger who, having a confirmed reservation for a specific flight, fails to join the flight during the time that has been indicated and informed by the CARRIER. This situation may cause the collection of fees or penalties from the passenger.

PLAN FOR THE HANDLING OF EMERGENCIES

A procedure which has been designed in advance for the purpose of reducing the effects of illegal or terrorist acts, or any other unforeseen situations which have adverse effects on the normal operations at an airport, its facilities or aircraft(s).

REFUND

The act of paying back (reimbursing), the total or partial amount of a ticket by CARRIER to the Passenger due to voluntary or involuntary changes in the plans for the journey, and which may be subject to certain conditions. CARRIER reserves the right to make a refund in the same manner and the same currency used to pay for the ticket. Fares which have been identified as non refundable, due to special conditions, which have been accepted in advance by the passenger, will not be refunded.

Note.- For all intents and purposes, since AVIANCA have an interline agreement which includes an operational cooperation, the companies have the same general conditions in the Conditions of Carriage; however this does not represent solidarity between them, other than that which comes from the agreement itself. Therefore, each company assumes its own operational liabilities separately.

SCHEDULE

An orderly plan of flights operated by the carrier within certain time frames, or a number of flights operated regularly by the carrier. It includes routes, flight numbers, departure and arrival times, flight equipment, days of operation, frequencies, etc.

SDR or “Special Drawing Right”

Means a “Special Drawing Right” as defined by the International Monetary Fund.

SDRs are defined in terms of a basket of major currencies used in international trade and finance. At present, the currencies in the basket are the euro, the pound sterling, the Japanese yen and the United States dollar. The amounts of each currency making up one SDR are chosen in

accordance with the relative importance of the currency in international trade and finance. The determination of the currencies in the SDR basket and their amounts is made by the IMF Executive Board every five years. The Warsaw convention, which regulates liability for the international carriage of persons, baggage or goods by air, uses SDRs to value the maximum liability of the carrier.

SECTOR

Leg between two consecutive scheduled stops. For commercial purposes this refers to the air transportation service provided between a point of origin and a point of destination.

SECURITY CONTROLS

These are procedures and controls aimed at preventing persons from bringing into airports, secure areas and aircraft weapons, bombs or any dangerous articles or objects, such as has been define in this document, and which could be used for illegal or terrorist acts; or on account of their nature are a risk to the safety of passengers, airport facilities and the aircraft(s).

SECURITY INSPECTION

Application of visual, technical and other means for the purpose of detecting weapons, explosives, and dangerous goods or objects which may be used for illegal or terrorist acts. These inspections may be performed by the CARRIER, airport personnel or other competent authority.

STOPOVER

Means a deliberate interruption of a journey by the passenger, at a point between the point of origin and the point of destination, using one ticket, and for a stay that is longer than that which a normal connection requires, or

when changing flights, the stay is longer than the time it takes for the next connecting flight. Usually, the length of stay is longer than 24 hours, the stopover point is indicated on the ticket, and it has been agreed to in advance by the CARRIER.

STOPOVERS

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 the CARRIER, and is shown on the ticket.

TICKET

GENERAL DEFINITION. It is the document issued by the CARRIER or its Authorized Agent as written proof of the contract of carriage. The term TICKET will be used in these Conditions of Carriage.

TICKET AUTHORIZATION

A form which when completed and duly signed is used for the issue of a ticket.

TRANSIT

The time an aircraft remains on the ground between the point of origin and the point of destination.

USER OR PASSENGER OR TRAVELER

It is that person, not a crew member, who is transported or may be transported pursuant to a contract of carriage.

WEAPONS AND OTHER ITEMS OR DANGEROUS OBJECTS

Any object which might be used for harming or injuring an individual or for damaging airport facilities, aircraft or other property.

As an illustration, the following personal belongings that a passenger might carry are considered a weapon or a dangerous object:

- **Firearms:** any weapon which might be used to fire a projectile as a result of an explosion, including pistols for firing blanks, compressed air or pellet guns and warning signals.
- **Sharp, pointed cutting weapons:** sabers, swords, hunting knives and other cutting instruments which may be considered dangerous.

- **Billy clubs:** truncheon or similar blunt instruments.
- **Explosives / Munitions / Incendiary devices:** Any type of explosive, munitions, incendiary devices, fireworks or any other component which might cause an explosion or fire, whether industrial manufacture or home made or any combination of these.
- **Gases and Chemical products:** Tear gas, irritating aerosols and gases as well as similar chemicals, whether they are stored in a gun, can or any other type of container.
- **Other dangerous objects:** Such as ice picks, knives, razors, long scissors, paper cutters, including letter openers and nail clippers with a metal nail file which are normally not considered to be deadly or dangerous weapons; but which may be used as a weapon. Toy guns and grenades as well as replicas are also considered dangerous objects.

CHAPTER 2. APPLICATION.

ARTICLE 2.1. GENERAL

Except as provided in numeral 2.3 of the present General Conditions of Carriage, these apply only on those flights, or flight segments, where the name of AVIANCA or its Airline Designator Code (AV), is indicated in the carrier box of the ticket or coupon for that flight or flight segment.

ARTICLE 2.2. APPLICABILITY

These Conditions of Carriage are applicable unless they are inconsistent with applicable law, the Constitution of the Country, international treaties which have been ratified by Colombia, certain applicable regulations or with our Tariffs in which event such laws, higher norm or Tariffs shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

ARTICLE 2.3. CODE SHARES and CHARTERS

On some services the CARRIER has arrangements with other airlines or carriers known as "Code Shares". This means that even if you have a reservation with

AVIANCA and you hold a ticket where the name of AVIANCA or its airline designator is indicated as the carrier, another carrier may operate the aircraft. In this case, as well as in the application of the previous numeral, these General Conditions of Carriage will apply.

Note: The liabilities derived from these agreements are regulated by law and international treaties or conventions. See CHAPTER 14 of the present General Conditions of Carriage.

CHAPTER 3. AIRPORT SECURITY

ARTICLE 3.1. AIRPORT SECURITY

3.1.1 PURPOSE

The carriers who provide Civil Air Transportation, domestically and internationally, may develop and implement actions and procedures aimed at preventing illegal and terrorist actions.

3.1.2. SCOPE

These procedures may include the search and scan of passengers as well as the search, scan or x-ray of the Passenger's Baggage or other personal belongings, the security of the aircraft and the facilities, the knowledge and reporting of illegal and terrorist acts and the training and planning for contingencies and emergencies at all points where the CARRIER operates.

ARTICLE 3.2. BAGGAGE CONTROL

3.2.1. Checked Baggage

3.2.1.1. For reasons of safety and security the CARRIER may search the Passenger's baggage using x-rays or by performing a physical check in his (her) presence or absence. There are places where these controls will be performed by military or police forces of the respective State.

3.2.1.2. Whenever dangerous, restricted, incendiary or explosive materials or substances, or firearms, or that the CARRIER may consider posing a threat to the security of the passengers or the aircraft, that article must be removed before loading the baggage. The CARRIER will not be liable for the custody of these goods which have been removed.

3.2.1.3. The passenger should refrain from including in his (her) checked baggage the following, which amongst other consequences, may be adversely affected by x-rays or scanning equipment:

- Photographic film.
- Scientific samples and materials.
- X-rays.

3.2.2. Unchecked baggage (Carry-on Baggage)

3.2.2.1. All carry-on baggage may also be subject to security checks under the same conditions and procedures as those established for checked baggage and described in the previous articles.

Additionally, all baggage must comply with the norms and procedures set out in CHAPTER 8, "Baggage", of the present General Conditions of Contract of Carriage.

ARTICLE 3.3. PASSENGER CONTROL

3.3.1. Security controls

For reasons of safety and security the CARRIER may search and scan the passenger, using manual, mechanical or electronic procedures.

3.3.2. Passenger identification

Passengers must produce proper identification at the time of check-in and when embarking at the boarding gate by showing an identity card which matches the name on the ticket or the boarding pass.

Documents which are valid for identification purposes:

- 1- Government issued citizenship card (Cédula de Ciudadanía).

- 2- Government issued resident's card or work permits (Cédula de Extranjería).
- 3- Passport.
- 4- Driver's license (with a photograph).
- 5- Military ID card.
- 6- Identity card (normally for persons under legal age).
- 7- Birth certificate.
- 8- ID's issued by state security agencies, such as the police, DAS (Department for the Administration of Security, District Attorney's office, etc.

The CARRIER may legally refuse to carry a passenger who does not produce sufficient identification, or is not in possession of valid travel documents, such as visas for entry into the country of destination, etc.

Photocopies of the necessary travel documents will not be accepted as such. Only original documents will be accepted.

ARTICLE 3.4. REFUSAL AND LIMITATION OF CARRIAGE

The CARRIER may refuse to embark or to carry any person, or his (her) baggage that has been notified the CARRIER will not at any time after the date of such notice carry the passenger on its flights, or if one or more of the following have occurred, or may occur:

- Said person is in a mental or physical state, including impairment from alcohol or drugs that it presents a hazard or risk to himself, to passengers, to the crew, or to property;
- Said person has refused to submit to a security check;
- Said person does not allow inspection of his (her) checked or carry-on baggage;
- Said person may represent a hazard to the safety of the flight, its comfort, overall order and discipline on-board, security and convenience of other passengers and crew and to the healthy conditions of the flight;
- Said person has committed misconduct on a previous flight, and there are reasons to believe that such conduct may be repeated;
- Said person has not paid the applicable fare, taxes, fees or charges;
- Said person does not appear to have valid travel documents, may seek to enter a country for which it does not have valid travel documents, or destroys the travel

documents during flight, or refuses to surrender the travel documents to the flight crew, against receipt, when so requested;

- Said person presents a ticket that was acquired unlawfully, or has been reported lost or stolen, is a counterfeit, or cannot prove that it is the same person named in the ticket;
- Said person has failed to comply with the requirements concerning coupon sequence and use, or presents a ticket which was not issued by the CARRIER or its Authorized Agent, or altered in any way, or the ticket is mutilated.
- Said person fails to observe the CARRIER'S instructions with respect to safety or security.

CHAPTER 4. RESERVATIONS AND CALL CENTER

ARTICLE 4.1 USE AND HANDLING OF RESERVATIONS

Reservations are personal and not transferable; therefore it is not permitted to make bookings under false names.

A reservation, or booking, must contain at least the following information:

- Name and Last Name of the person(s) traveling along with the indication if is a Mr. (male), MRS (married female), MISS (single female), MSTR or CHD (depending on the reservations system), *a person under 12 years of age who frequently travels at a reduced fare, or INF (a person under 2 years of age who normally does not occupy a seat.*
- Sectors to be reserved, indicating flight number, date, number of seats and fare type.
- Telephone number(s) at the point of origin as well as at the point of destination or at the stopover point. It is recommended to have at least two contacts.
-
- Ticket number or ticketing time limit.

ARTICLE 4.2. TICKETING TIME LIMIT

The specified length of time by which the passenger must purchase the ticket, is set by the conditions of the applicable fare. If the Passenger does not purchase within the limits, the reservation will be cancelled.

In order to confirm the reservation, whenever it is required, the CARRIER may require proof of purchase by requesting the ticket number or by using other methods to obtain proof of purchase.

ARTICLE 4.3. NATURE OF THE RESERVATIONS

Whenever it is shown that a person has booked segments which cannot be flown simultaneously, the CARRIER shall endeavor to contact the person who made the reservations in order to determine which are the needed sectors. If the person cannot be contacted, the bookings will be canceled.

ARTICLE 4.4. MAKING RESERVATIONS

Reservations can be made using any of the following means:

- Through a travel agency.
- Through the Web site of the CARRIER (Internet).
- Directly with the airline at the call center or ticket offices.

ARTICLE 4.5. CHANGE IN RESERVATIONS

4.5.1. Cancellation of reservations

A reservation may be cancelled for any of the following reasons:

- By request of the travel agency or the person who initially made the reservation.
- By request of the travel agency or the person authorized to do so in the booking.
- By the CARRIER when it is found that duplicate bookings have been made, i.e. more than one reservation has been made for the same person, on the same flight number and date.
- By the CARRIER when the ticketing time limit expires, and the ticket has not been purchased, or when the passenger does not comply with the fare conditions.

- As a result of being a no-show passenger for any flight without advising the CARRIER, the return or onward reservations will be cancelled. If the passenger advises in advance, these reservations will not be cancelled.

4.5.2. Change in Reservations

A reservation may be changed for any of the following reasons:

- By request from the travel agency or the person who initially made the reservation, due to a change in travel plans, e.g. change in itinerary, adding or deleting information, other than name changes(s).
- By request from the travel agency or the person authorized to do so in the booking.
- By the CARRIER due to operational reasons; in which case the passenger must be advised of all modifications in the schedule.

ARTICLE 4.6. FORM OF PAYMENT

The ticket may be paid for using any of the following means:

- At the travel agency according to the form(s) of payment it may have established.
- At the Carrier's ticket offices, including the call center, using a credit or debit card, check or cash.

ARTICLE 4.7. CONFIDENTIAL INFORMATION

All of the passenger's personal data that has been given to the CARRIER for the purpose of making the reservation and issuing the ticket will be protected and kept confidential by the airline in order to avoid misuse by any person of the company.

However, this personal data is also used for facilitating immigration and entry procedures, and making available such data to government agencies in connection with the journey. For these purposes, the Carrier is authorized to retain and use such data and to transmit it to its own offices, Authorized Agents, other Carriers or the providers of the above mentioned services.

ARTICLE 4.8. INFORMATION ABOUT CHANGES IN THE OPERATION

In the event that there are changes in the operation, such as the flight, time of departure, change of flight equipment, or in general any modification which affects

the agreed reservation, the airline will make every possible effort to inform the passenger as quick as possible, at the latest 4 hours before the scheduled departure, about the specific situation.

ARTICLE 4.9. CALL CENTER

The Call Center is an office where CARRIER representatives and agents provide the following services:

- Reservations, ticket sales, general information, frequent flyer matters, groups originating in Colombia, receive suggestions and recommendations and accept claims from costumers in Colombia and abroad.

CHAPTER 5. SPECIAL SERVICES

ARTICLE 5.1 GENERAL

They are those services which the CARRIER provides to passengers and customers, according to their needs during the entire process that the air transport entails.

ARTICLE 5.2. POLICIES AND REQUIREMENTS

In order to get these services, the passenger must inform the CARRIER in advance, at the time of making the reservation, about his (her) requirements or needs. Nevertheless, if this information is not given or received, the airline will do make the best efforts to reasonably accommodate the passenger during his (her) journey.

ARTICLE 5.3. TRANSPORTATION OF CHILDREN AND INFANTS

5.3.1. Transportation of minors

5.3.1.1. A person under twelve years of age at the time of travel is considered as a minor. These special passengers can be grouped into two categories, as follows:

- **INFANT:** This term refers to children less than two years of age. Normally, an infant does not require a seat and must be accompanied by a responsible adult.
- **CHILD:** This term refers to persons over two years but less than twelve years of age. A child will always require a seat.

5.3.1.2. An adult may only be accompanied by one infant being less than two years of age. In domestic flights the infant does not pay any fare as long as he (she) is held by the adult and does not occupy a seat. When traveling on international flights and not occupying a seat, the infant pays 10% of the adult fare.

5.3.1.3. Since infants do not occupy a seat, the accompanying adult should place the infant on his (her) knees, after fastening the seat belt.

5.3.1.4. For reasons of safety during the flight, minors and the accompanying adult must not be seated near emergency exits.

5.3.2. Unaccompanied Minors (UM)

This type of service is defined to be the carriage of a minor who at the time of travel is at least five (5) years old but is not yet twelve (12) years old, and travels under the custody of an officer or agent of the CARRIER.

5.3.3. Policies for the carriage of unaccompanied minors under the custody of the crew.

5.3.4.1. A person under eighteen (18) years of age cannot take custody of a child under twelve (12), unless he (she) proves to be the father or mother of the minor.

5.3.4.2. An adult must accompany the child at the airport of departure, make all the necessary arrangements for travel and wait until the aircraft has taken off.

5.3.4.3. An adult must be in charge of receiving the child at the airport of arrival, properly identifying himself (herself) as the person responsible for receiving the minor.

5.3.4.4. The adult who accompanies the child to the airport of departure must fill out the form for recommended passengers. This form requires complete information about the person who receives the child at the city of destination, including the

address and telephone number, besides the acceptance of the particular conditions of carriage therein contained.

5.3.4.5. In order to facilitate embarkation, transfer and receiving procedures of the unaccompanied minor, they should be clearly identified by having a transparent plastic case or wallet, attached to a ribbon, with all the necessary papers hanging from their neck.

5.3.4.6 During the time of connections, or intermediate stops, the unaccompanied minors shall remain under the custody of and care of the airline, as long as they have been entrusted to the crew, or non active crew member or a companion. Whenever the flight to the final destination is not operated by the CARRIER, the airline will be responsible for the child only up to the moment it turns him (her) over to the representatives of the airline operating the final leg.

ARTICLE 5.4. ACCEPTANCE AND CARRIAGE OF INCAPACITATED PASSENGERS

Whereas travel by air can have consequences on a passenger's health, especially when the person has a medical condition or illness that requires special attention or assistance upon enplaning/deplaning and/or during the flight, it is necessary to consult the airline's guidelines which have been prepared to handle this type of situation and in accordance with the applicable norms and standards.

In general terms there are certain physical conditions or medical conditions (illnesses) that require medical clearance from the doctor in charge, guaranteeing that the patient's health will not be endangered during the flight.

5.4.1. Policy for the carriage of incapacitated passengers

The existing policy is a general guideline and it is not specific. It is essential that the incapacitated passenger or the person(s) making the travel arrangements contact the airline before the journey, and at the moment of making the reservation obtain the procedures and requirements which have been set by the airline in order to obtain the transportation services.

In general terms, once the requirements have been obtained from the airline and they have been met the passenger must go to the check-in counter on the day and

time indicated by the CARRIER. In the event that there are differences in criteria between the airline and the passenger, or the doctor, with respect to the capacity to travel safely, it will be necessary to obtain an authorization from the airport health authorities, or a health service performing similar functions, in order to board the passenger.

If in the CARRIER'S concept or that of the airport health services the physical or medical condition of the person, on the basis of established facts, could pose a threat to himself (herself) or to the safety of other passengers and their property, the aircraft and/or the crew, the carrier may refuse to carry the person.

5.5. Incapacitated Passengers

Incapacitated passengers shall be defined as those with physical or mental disability; or with a medical condition, be it permanent or temporary, substantially limiting one or more of the vital functions. The following are considered to be vital functions or activities: looking after themselves, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

The carrier is committed towards complying with all its quality standards, and to provide a service consistent with current regulations; therefore we ask all incapacitated passengers to inform the carrier about their condition and requirements in order to provide a service suitable for their needs.

ARTICLE 5.6. EXPECTANT MOTHERS AND NEW-BORN BABIES

5.6.1 Expectant mothers:

Expectant mothers as such shall not be regarded as incapacitated Passengers: Nevertheless, the following general rules should be applied:

Expectant mothers must inform the CARRIER about their condition, even though it is not obvious and about their time of confinement (length of pregnancy). They must also sign a letter waiving liability of the CARRIER, indicating that they travel under responsibility of their own and at their own risk with respect to any damages or complications which may result in relation to the pregnancy.

Expectant mothers with a pregnancy over 32 weeks must have a medical certificate indicating clearly that they can travel by air, that such travel does not carry any risk

for the mother or the baby, the number of weeks in confinement, the most likely date for child-birth and the date of issue of the certificate. Said authorization will be valid for 15 calendar days, counted from the date of issue, in order to be used for the return journey.

If a medical certificate that fulfills the indicated requirements is not available, the expectant mother with over 32 weeks of confinement will be examined by the doctor at the airport health services, who in turn will evaluate the risk/benefit involved and issue the authorization for the flight.

In general terms the carriage of expectant mothers in good health is permitted. Nevertheless the CARRIER reserves the right to accept the expectant mother for travel when the journey is 15 days prior to the expected date for the child birth.

5.6.2 NEW-BORN BABIES LESS THAN TEN DAYS OLD:

Healthy new-born babies, provided not prematurely born, within the first ten (10) days after birth will be accepted, subject to the presentation of a medical certificate and a birth certificate. Babies within the first 24 hours of birth will not be accepted.

Premature, new-born, babies shall be considered as a medical case and they must be treated as an Incapacitated Passenger.

ARTICLE 5.7. CARRYING OF ANIMALS OR PETS

5.7.1 Requirement for the air transport of animals as baggage

Avianca provides two types of services for the transport of pets as baggage.

CARRIAGE OF PETS IN THE HOLD

A. International flights

- They must be domestic pets (cats and dogs) who pose no danger to the security of the flight.

- The requirements and conditions of the country of entry or transit must be met. Valid health and vaccination certificates issued by the pertinent authorities of the country of origin, which in turn will be issued against a health certificate issued (original and one copy) by a veterinarian. Said certificate must include the animal's breed, sex and age and a photocopy of a valid vaccination certificate according to its age and species.
- The pet must be presented to the CARRIER for inspection by one of its representatives or agents. The validity of the Health Certificate depends on the authorities of each country.
- At the time of making the reservation, the Passenger must clearly inform that he (she) intends to travel with a pet in the hold. This service is subject to the availability of space in the hold of the aircraft.
- The passenger must have its own container and food. If accepted as baggage, the animal and its container will not be considered as part of the free baggage allowance; it constitutes excess baggage and there will be a charge in accordance to weight and the distance to be traveled.
- *Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. Carrier 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.*

B. Domestic Flights

- They must be domesticated animals (dogs, cats and household birds) who do not pose any danger to the safety or security of the aircraft. In this case they are considered as part of the free baggage allowance.
- For the carriage of cats and dogs within Colombia the only requirement is the vaccination certificate, and for household birds a permit for the mobilization within the country issued by the Colombian Institute for Agriculture and Farming (*Instituto Colombiano Agropecuario - ICA*) in their offices which are located in different airports throughout the country.
- At the time of making the reservation, the Passenger must clearly inform that he (she) intends to travel with a pet in the hold. This service is subject to the availability of space in the hold of the aircraft.
- Containers for the pets, *when traveling within Colombia*, are provided free of charge. This service should be requested when making the reservation.

Important recommendations for international and domestic flights:

- In order to improve the level of security and comfort for the dogs, it has been determined that for those who have a height over 35 centimeters ((14 inches), measured from the ground to the back of the animal), they must have a muzzle and used it during the entire length of the journey.
- Dogs must travel in the same aircraft as the owner.
- The CARRIER'S agents at the airport may refuse acceptance of the pet, if they consider that the animal is not in a suitable condition for travel, or that it does not fulfill all the requirements.

C. Inspection and Quarantine

If the passenger is going to travel with any agricultural/farm produce or inputs, he (she) must comply with all sanitation and health requirements which may have been set by the competent authorities *of the country of destination*.

The carriage or entry of such products is not permitted in the majority of countries, since they can carry agricultural plagues and insects which can be harmful to native plants and animals; therefore passengers should refrain from traveling with this type of produce: Seeds, flowers, fruit, herbs (*aromatic and medicinal*), vegetables, meat products. Some of the products subject to this type of restriction are: biological pesticides, *fertilizers*, plants with or without soil, products obtained from animals or vegetables. Not declaring or informing about these is considered to be a violation of the law.

NOTE: Additional information may be obtained at the offices of ICA in Colombia *or at the offices of the respective authorities in each country*.

ACCEPTANCE OF PETS IN THE PASSENGER CABIN

Some pets, such as cats, dogs and small household birds may travel with their owner in the passenger cabin as carry-on baggage. Birds in the passenger cabin are not permitted in international flights.

Carrying pets as carry-on baggage is possible in all domestic flights. It is also possible in international flights within the Americas; however it is not possible for flights to/from Spain or other countries beyond.

It is necessary for the pets to be carried inside a special carrying case or container which will allow the animal to breathe without leaving the enclosure. It is important not to have food or water inside the container. These containers have been designed for that purpose, and their size can hold pets not over 30 cms (12" - inches) long by 15cms (6" – inches) in height. The total weight, including the case or container should not be over 8 kilograms (17.6 lbs).

Pets which become nervous or aggressive, or due to their appearance, odor or health conditions may cause discomfort to the other passengers or the crew will have to travel in the hold.

Once aboard, the container must be placed under the seat of the passenger or the seat in front. It is only possible to take the pet in the container, and the pet cannot be taken out of the container under *any circumstances*, nor at any time.

When making the reservations the passenger should clearly indicate that he (she) intends to travel with a pet in the passenger cabin. This kind of service is subject to the availability of space, since the number of pets is limited depending on the type of aircraft.

5.7.3 GUIDE DOGS

Dogs which have been especially trained to accompany sight/hearing and physically handicapped persons as well as those who have been trained for identifying explosives or illicit drugs are allowed in the passenger cabin without a container as long as the owner is in control of the animal at all times.

Guide dogs or those providing assistance must travel next to the master, at his feet with a muzzle preferably fastened to the collar. The master should present proper identification and identification with a microchip.

These will not be considered as transportation of live animals. It is understood that they have been trained to take care of the physiological functions at certain times in specific places.

The passenger will not have to pay any additional charges for the carriage of a guide dog and its weight will be included along with the rest of the checked

baggage when the dog travels in the passenger cabin. Finally, the dog must have an appropriate collar.

5.7.4 SEARCH AND RESCUE DOGS (K.BYR)

Dogs wearing a breastplate identified by a microchip and certified as search and rescue dogs may travel in the passenger cabin, at the foot of its guide properly outfitted.

ARTICLE 5.8. INADMISSABLE PASSENGERS

5.8.1. Inadmissible Passengers

In accordance with international resolutions an inadmissible passenger is someone who has the citizenship of a country different from the one where the airport of arrival is located, and is rejected due to incomplete or false documentation, or simply because they are not accepted for entry into that country.

Normally, these passengers are the responsibility of the delivering carrier; so that they are returned to the place of origin in the next available flight, or some place else where they are admitted.

5.8.1.1. Policy for the carriage of inadmissible passengers

When the passenger has a return ticket, it will be used for the return.

If the passenger does not have a ticket covering the return portion, any remaining coupons which the passenger still has will be used as partial payment of a return ticket or for the issue of a new one. It is the responsibility of the passenger to pay for the return ticket. *Furthermore, the fare collected for carriage to the point of refusal or denied entry will not be refunded by the CARRIER.*

The airline will not be liable for the return carriage of the passenger whose entry into any country is denied, if said passenger is not in possession of a ticket for this return sector.

The CARRIER is not liable for meals, transportation, hotels, custody fees or charges, *fines or charges assessed by the Government concerned.*

Finally, in Colombia the Department for the Administration of Security (DAS), and in other countries the respective authority, will be in charge for the custody of the inadmissible passengers.

CHAPTER 6. TICKETS

ARTICLE 6.1. DEFINITION

TICKET OR PASSENGER TICKET AND BAGGAGE CHECK OR THE ELECTRONIC TICKET, It is the document issued by the CARRIER or an Authorized Agent as written proof of the contract of carriage. The term "Ticket" will be used in these written Conditions of Carriage.

ARTICLE 6.2. CONTRACT OF CARRIAGE

6.2.1. General Provisions.

The CARRIER will provide carriage only to the Passenger named in the ticket, and that person will be required to produce appropriate identification.

A ticket is not transferable. Nevertheless, if a change in name is required, a ticket office can issue a new ticket subject to the conditions of the applicable fares. In this case the transaction may be subject to an administrative fee.

Except in the case of an Electronic Ticket, the passenger will not be carried on a flight unless he (she) presents a valid ticket containing the Flight Coupon for the flight and all other unused Flight Coupons and the Passenger Coupon. In addition the passenger will not be carried if the Ticket presented is mutilated or if it has been altered other than by the CARRIER or an Authorized Agent. In the case of an Electronic Ticket the passenger will not be carried unless proper identification is provided and a valid Electronic Ticket has been issued in the Passenger's name.

In case of loss or mutilation of a Ticket, or part of it, or non-presentation of a Ticket containing the Passenger coupon and all unused Flight Coupons, upon the request of the passenger the ticket will be replaced (or part of it) by the CARRIER issuing a new Ticket. This is done provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and the

passenger signs an agreement to reimburse the CARRIER for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by the CARRIER or another airline for misuse of the ticket.

If the evidence that the ticket was issued is not available or if the passenger does not sign the required agreement, the carrier issuing the new ticket may require the passenger to pay up to the full Ticket price for a replacement ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If upon finding the original ticket before the expiry of its validity, the passenger surrenders it to the carrier using the new ticket, the foregoing refund will be processed at that time.

If the issuing carrier is certain that the Ticket has not been used before its expiry date, the Ticket may be refunded or used for payment (total or in part) for a new ticket. In this case there may be an administrative fee charged.

ARTICLE 6.3. TICKETING REQUIREMENTS

All tickets issued by the CARRIER or an Authorized Agent must contain the following information:

- Place and date of issue.
- Point of origin and point of destination and any scheduled stopovers or transfer points.
- Name and/or designator code of the carrier.
- Fare paid, taxes and all fees which have been collected from the passenger.
- Notification of civil liabilities.
- Mechanical validating stamp of the issuing carrier or travel agency, if it is a paper (physical) ticket.
- Name of the passenger
- Ticket number
- Travel dates and flight number(s).
- Airline operating each sector or leg

ARTICLE 6.4. PERIOD OF VALIDITY

6.4.1. Ticket

6.4.1.1. The ticket will be valid for one year from the date of issue.

6.4.1.2. In case of a ticket reissue the CARRIER may collect a penalty or the difference between the initial fare and the fare applicable at the time of reissue. Additionally, it may collect an administrative fee.

When the Passenger cannot travel within the period of validity of the Ticket, because at the time the Passenger requested reservations the CARRIER was unable to confirm a reservation, the validity of the ticket will be in accordance to the fare purchased. In the event that it is not possible to confirm a reservation the

Passenger will be entitled to a refund, if the fare provides for such a refund, or he (she) may request a reissue, paying a higher fare which can be confirmed in accordance to the norms contained in these conditions; thereby releasing the CARRIER from any liabilities

The validity of a ticket for the purpose of reissue or refund, provided the fare allows one or the other, will be one year.

6.4.1.3. If after having commenced a journey the Passenger is prevented from traveling within the period of validity of the Ticket by reason of illness, the CARRIER will extend the validity until the date when the passenger becomes fit to travel or until the Carrier's first flight after such date, from the point where the journey is resumed. The extension of validity will be for a maximum of 90 days, counted from the date of travel annotated in the paper or electronic ticket. Such illness must be attested to by a medical certificate. The reservation and fare application will be the same as that which the Passenger purchased initially. In the same manner the validity of the tickets of immediate family members who travel with the affected Passenger will also be extended.

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 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 may likewise be modified. Any such modification shall be made upon the receipt of a valid death certificate and any such extension shall not be for a period longer than forty-five (45) days from the date of death.

6.4.1.4. A ticket is valid for travel on the date, flight and the class of service for which a reservation has been confirmed, and it is only valid between the airports of the cities indicated in the from/to space within the thick lines on the respective flight coupon. The Passenger will not be able to use a coupon where the space(s) corresponding to the route has the word(s) "VOID" written in.

6.4.1.5. A ticket cannot be used for travel if its validity expires before the commencement of travel, or termination of the same. In this case it can be reissued or refunded according to existing norms and procedures, including the conditions of the fare purchased. If the ticket has expired, it cannot be reissued nor refunded.

ARTICLE 6.5. COUPON SEQUENCE AND USE

The Ticket will not be accepted and it will lose its validity if all the coupons have not been used, from the place of departure via any Agreed Stopping Places to the final destination, i.e. they must be used in the sequence as shown on the ticket. In the event that the Passenger does not use the coupons in the same sequence as that issued, the Passenger may not use any of the sectors, not flown, nor submit for a refund of the same.

- The Ticket is not valid and the CARRIER may reject it if the first flight coupon, or if the electronic coupon corresponding to a route has not been used or if the Passenger decides to commence travel at an intermediate stopover or transfer point. In the event that the Passenger wishes to travel on a route different from than shown on the ticket, it will have to be reissued and the CARRIER will collect any difference between the price paid and the total price for the revised transportation. If the new price is lower, then the Passenger will be entitled to a refund, but the unused coupons have no value. Additionally, the CARRIER can charge a penalty and/or an administrative fee for these changes.
- The Passenger must be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (e.g. the first segment is not used) or reversing the direction of travel can result in an increase in price. Taxes levied on a ticket, airport fees and other charges may vary, depending on the place for commencement of travel. Furthermore, many fares are valid only on the dates for the flights shown on the ticket and may not be changed at all, or only upon payment of an additional fee.
- Each flight coupon contained in the Ticket is valid for transportation in the class of service and on the date and flight for which space has been reserved. All reservations must be made in accordance to the conditions of the corresponding fare, and it will be subject to the availability of space on

the flight which has been requested when making the reservation and shown on the ticket.

ARTICLE 6.6. REFUND OF A LOST TICKET

A Ticket which has been lost or portion thereof, can be reissued or refunded if there is satisfactory proof to the CARRIER of the loss and upon payment of any

applicable service charge subject to the following conditions:

- a. That the lost ticket, or portion thereof, has not been used, previously refunded or replaced. It must be considered that other carriers may invoice Avianca for the ticket; therefore it is Avianca's policy to wait three months, counted from the date on which it is blacklisted, before making a refund. The refund will be made as long as the conditions of the fare allow it, i.e. if the fare is refundable.
- b. That the person to whom the refund is made, or the ticket is reissued, undertakes to repay the CARRIER for the amount refunded (or the price of the reissued ticket) in the event that the lost ticket or portion thereof is used by any person or that refund or portion thereof is made to any person in possession of the ticket.

If the loss occurs in Colombia, a formal declaration (report) to the police authorities is required. If it takes place in another country, the applicable proof will be used.

ARTICLE 6.7. REFUNDS

6.7.1. Definition

Whenever the Passenger cannot use the Ticket, or portion thereof, he or she may request a refund for the unused amount as long as the fare conditions allow it. There are NON-REFUNDABLE fares and events for which the passenger will not be entitled to a refund on account of disregarding obligations found in the contract of carriage.

If a portion of the ticket has been used, the refund will be the amount remaining after deducting the used portion, valued at the price of the full unrestricted normal fare ("F", "J", "Y"), from the total amount paid, whenever the passenger has

purchased a fare that can only be sold round trip. If the fare can be sold one way, then the deduction will only be the amount flown. In both cases there may be a deduction for covering service charges, fees or cancellation penalties.

6.7.2. Procedure for the refund

Tickets or transportation documents which have been paid for in cash may be refunded in cash or check, at the CARRIER'S option. Tickets which have been paid with a check will be considered as a cash payment once the check has been covered by the customer's bank. Those paid with a credit card will be credited to the card-holder's account.

Tickets which are issued against a Prepaid Ticket Advise (PTA), paid for by a person other than the passenger, will be refunded only to the purchaser. When it is the passenger who requests the refund, he or she must include a written authorization from the purchaser, along with a photocopy of said person's identification.

All refunds dealing with purchases made by credit card will be handled directly by the airline, and under no circumstances will a travel agency or an airline ticket office be able to refund cash as a result of a transaction made with a credit card.

6.8 STOPOVER

In certain cases at the request of the passenger, a stopover which is not included in the contract of carriage, at a connecting or transfer point, may be granted subject to the availability of space and overall policies. In this case an addendum to the contract of carriage will have to be signed, and as long as the following conditions are met:

- a. That there is a contract for carriage between the airline and the passenger with specified points of origin and destination and a connecting or transfer point at a third airport.
- b. That under special circumstances the transfer at the connecting point (airport), previously mentioned cannot be carried out due to particular conditions.
- c. That the Passenger voluntarily requests a stopover in the connecting or transfer points.

- d. That a stopover, as defined in these conditions of carriage, is the voluntary interruption of a journey, at a ticketed point, for a period of time longer than that required for a direct transfer, or when changing flights, staying past the time of departure of the next connecting flight, which in some exceptional cases may include an overnight stay.
- e. That the airline is willing, by exception, at the passenger's request, and in accordance with availability and company policy, to grant the stopover for the duration necessary to guarantee the passenger's connection. The passenger would not have the right to a stopover under the existing conditions of the contract of carriage.
- f. The granting of said stopover is a modification to the contract of carriage which exists between the passenger and the airline. This modification will be included in the contract by signing an addendum to the contract at the airport of the point of origin.
- g. That the passenger voluntarily requests the stopover subject to the understanding the all stopover expenses shall be covered by him or her.

CHAPTER 7. FARES AND CHARGES

7.1 FARES

7.1.1 GENERAL

A fare is the amount which a passenger pays 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 transportation services between airports and between airports and town terminals. The fare will be calculated in accordance to the Tariff and its conditions in effect on the date of payment of the ticket for travel on the specific dates and itinerary shown on it. If there are any changes in the itinerary or dates of travel, this may impact the fare to be paid.

7.1.2. RESTRICTIONS

Fares vary according to the passenger's needs. As a general rule, the higher priced fares have the least number of restrictions and viceversa.

Fares, taxes and fees are payable in the currency of the country in which the ticket is issued. If the fare is quoted in a different currency, it will be converted to the currency of payment using the existing exchange rates.

7.2. OTHER CHARGES

7.2.1 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by governments or other authority, or by the operator of an airport shall be payable by the passenger. The airline collects them on behalf of the respective authorities who impose them, by including and showing them separately in the ticket. These taxes, fees and charges imposed on air travel are not part of the fare and they are constantly changing; to the point that they can be levied or raised after the ticket has been issued. Whenever this occurs the passenger may have to pay the difference or the new levy. Likewise, if the taxes, fees or charges are abolished or reduced, the passenger may claim a refund. These taxes, fees and charges may be a fixed amount or a percentage of the fare.

CHAPTER 8. BAGGAGE REGULATIONS

ARTICLE 8.1. DEFINITION

It means such articles, effects and other personal property of a passenger as are necessary for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage. Tools and instruments used in connection with the person's activities and/or profession may also be included in the baggage as long as they are in reasonable quantities.

Checked baggage will, whenever possible, be carried on the same aircraft as the passenger, *unless the carrier decides for safety, security or operational reasons to carry it on an alternative flight*. The Passenger must deliver all baggage which he or her wishes to check in for custody of the CARRIER, timely, at the airport counter.

ARTICLE 8.2. TYPES OF BAGGAGE

8.2.1. Checked Baggage

It is that baggage which has been placed in custody of the CARRIER and for which a Baggage Identification Tag has been issued for each piece. The weight of each piece is placed on the baggage tag.

8.2.2. Free Baggage Allowance

It is the baggage in terms of weight (in total and/or by piece) or the number of pieces and volume which may be carried without payment of a charge. Since the amount varies by route, it is recommended that the passenger consult with the airline, when making the reservation, what the free baggage allowance is for the particular route.

WEIGHT SYSTEM

Domestic Flights within Colombia

The amount of baggage that a passenger may carry free of charge within the country is as follows:

Free Baggage Allowance

| TYPE OF PASSENGER | BUSINESS CLASS J/C/A/E FARES | ECONOMY CLASS FARES Y/M/Q/H/V/N/L/S/X/Z/B /D/W/T/K/U |
|---|---------------------------------|---|
| Adults or children paying 50% or more of the adult fare | 30 kilograms 66 lbs | 20 kilograms 44 lbs |
| Children (between 2 and 12 years) | 20 kilograms 44 lbs | 20 kilograms 44 lbs |
| Infants | Not Applicable | Not Applicable |

The weight of each piece is not to exceed thirty (30) kilograms (66 pounds). The sum of the external dimensions (height + length + width) of each piece cannot exceed 158 centimeters (62" inches).

Flight to/from South America, Central America and the Caribbean

For flights to/from Aruba, Buenos Aires, Caracas, Curaçao, Guayaquil, Lima, Panama, Punta Cana, Quito, Rio de Janeiro, San Jose (Costa Rica), Santo



Domingo, Sao Paulo, Santiago de Chile, Valencia (Venezuela), the weight system applies and the maximum amount is as follows:

Free Baggage Allowance

| TYPE OF PASSENGER | BUSINESS CLASS J/C/A/E FARES | ECONOMY CLASS Y/M/Q/H/V/N/L/S/X/Z/B /D/W/T/K/U FARES |
|-----------------------------------|---------------------------------|---|
| Adults | 40 kilograms (88 lbs) | 30 kilograms (66 lbs) |
| Children (between 2 and 12 years) | 40 kilograms (88 lbs) | 30 kilograms (66 lbs) |
| Infants | 10 kilograms (22 lbs) | 10 kilograms (22 lbs) |

The weight of each piece is not to exceed thirty (30) kilograms (66pounds). The sum of the external dimensions (height + length + width) of each piece cannot exceed 158 centimeters (62" inches). The sum of the external dimensions for the infant's piece cannot exceed 115 centimeters (45" inches), besides an umbrella (collapsible) stroller.

PIECE CONCEPT

Flights to/from the United States, Mexico and Spain (Europe)

For flights to/from the United States, Mexico and Spain (Europe) the piece concept applies, and the free baggage allowance is as follows:

Free Baggage Allowance

| TYPE OF PASSENGER | BUSINESS CLASS J/C/A/E FARES | ECONOMY CLASS Y/M/Q/H/V/N/L/S/X/Z/B /D/W/T/K/U FARES |
|-------------------|---------------------------------|---|
|-------------------|---------------------------------|---|

| | | |
|---|--|--|
| Adults or children paying 50% or more of the adult fare | 3 pieces weighing up to 23 kilos (50 lbs) each | 2 pieces weighing up to 23 kilos (50 lbs) each |
| Children (between 2 and 12 years) | 3 pieces weighing up to 23 kilos (50 lbs) each | 2 pieces weighing up to 23 kilos (50 lbs) each |
| Infants | 1 piece weighing up to 10 kilos (22 lbs) each | 1 piece weighing up to 10 kilos (22 lbs) each |

The sum of the external dimensions (height + length + width) of each piece cannot exceed 158 centimeters (62" inches). The sum of the external dimensions for the infant's piece cannot exceed 115 centimeters (45" inches), besides an umbrella (collapsible) stroller.

Flights between Panama and Ecuador (both directions)

Free Baggage Allowance

| TYPE OF PASSENGER | BUSINESS CLASS J/C/A/E FARES | ECONOMY CLASS Y/M/Q/H/V/N/L/S/X/Z/B /D/W/T/K/U FARES |
|---|--|---|
| Adults or children paying 50% or more of the adult fare | 2 pieces weighing up to 32 kilos (70 lbs) each | 2 pieces with a combined weight not exceeding 32 kilos (70 lbs) |
| Children (between 2 and 12 years) | 2 pieces weighing up to 32 kilos (70 lbs) each | 2 pieces with a combined weight not exceeding 32 kilos (70 lbs) |
| Infants | 1 piece weighing up to 10 kilos (22 lbs) each | 1 piece weighing up to 10 kilos (22 lbs) each |

Maximum weight per piece 32 kilograms (70pounds) and the sum of the external dimensions (height + length + width) of each piece cannot exceed 158 centimeters (62" inches). The sum of the external dimensions for the infant's piece cannot exceed 115 centimeters (45" inches), besides an umbrella (collapsible) stroller.

Interline Agreements

The free baggage allowance policy that applies, when two or more carriers are involved in the journey is the one applied by the airline operating the longest segment.

8.2.3. Carry-on baggage (Unchecked)

Avianca, for domestic and international travel, allows one piece of hand baggage with a maximum weight of 10 kilograms (22 pounds). The sum of the external dimensions (height + length + width) cannot exceed 115 centimeters (45" inches)

A device for sizing the hand luggage is found at the passenger service counters; we recommend that the passenger verify the dimensions of his (her) carry-on luggage.

Each passenger can also carry one personal item in his (her) custody, free of charge. It can be one of the following items:

Lady's hand bag or purse.

Coat, blanket or wrap.

Walking stick or cane.

Camera or binoculars.

Photographic equipment and video recorder, laptop computer.

Diaper bag, including baby food for consumption during the flight.

Safety seat for a small child or baby for the lap. Umbrella stroller

Wheel chair, crutches, or prosthesis for the passenger's use as long as he (she) depends on them.

These items may be carried in the passenger cabin as long as their size, volume and weight do not inconvenience the other passengers, nor do they obstruct the emergency exits, the aisles or the doors, nor affect the security of the passengers in the event of turbulence, aborted take-offs, or hard landings. According to Civil Aeronautics regulations all carry-on baggage must fit in the bins above the passenger(s) or underneath the seat in front.

All carry-on baggage that is too large or irregular and does not fit in the overhead bins or under a seat will have to be checked along with the checked baggage.

Occasionally, there may be additional limitations with the carry-on baggage, depending on the capacity of the overhead bins of certain aircraft. These restrictions may apply even after the boarding has begun. Therefore, some carry-on baggage may have to be carried in the hold, and in such cases a baggage tag for the item will be given to the passenger.

Duty free purchases are also included in the carry-on which is permitted.

Knives, penknives, box cutters, razors (not in a cartridge), ice picks, scissors- with pointed tips and sharpened blades and/or similar items are not permitted in the carry-on baggage.

Note: In accordance with the International Civil Aviation Organization – ICAO's guidelines regarding the inspection of liquids, gels and aerosols taken in the carry-on baggage on international flights, the airport authorities of most countries have adopted the following regulations:

1. All liquids, gels and aerosols must be in containers under 100 milliliters, or its equivalent in volumetric measurements.
2. The containers must be placed in a clear, plastic zip-top bag which must be closed and a maximum capacity of 1 liter.

The following are exempt from the previous restriction:

Medicine, liquids (including juice) or gels for diabetic people, or other medical needs. These items must be supported by a doctor's certificate or prescription.

Medications, baby formula and food, and breast milk or juice in baby bottles are allowed in reasonable quantities for babies or small children.

Items purchased at the Duty free shops found in airports or in-flight. These items must be in sealed containers, protected from any undue processing and there must be satisfactory proof that they have been purchased at the airport shops (or in-flight) on the date of travel. This applies for passengers boarding at an airport, as well as for those who transit flights.

8.2.4. Conditional baggage

Excess baggage will be treated as conditional baggage; it is understood to be baggage that exceeds the free baggage allowance and for which there are additional charges.

Whenever excess baggage is received, it should be labeled as “CONDITIONAL BAGGAGE”, indicating that it may be sent on a later flight after the passenger has been informed.

The CARRIER has the right to refuse boxes or crates as conditional baggage.

8.2.5 Items and personal effects not allowed as carry-on baggage; but which may be taken as checked baggage

The passenger is not permitted to carry any of the following items in his (her) carry-on baggage: sharp objects such as knives, box cutters, axes, meat cleavers, walking sticks or canes or umbrellas with metallic points, scissors, harpoons, spear guns, sporting guns or tools which may be used as a weapon. Realistic replicas of firearms (including toy guns), potentially dangerous items such as a Bow and Arrows, baseball or cricket bats, Billy clubs, brass knuckles, black jacks, boxes with sharp or pointed edges, blasting caps, more than one box of matches or more than one cigarette lighter, fishing pole, nail clippers with a small knife or and/or pointed metal file, ski poles, ice picks, razors and razor blades, screwdrivers, pointed metallic objects, martial arts weapons, extinguishers, tear gas or any other type, flamethrowers, whips, wrenches and pliers, hammers, mallet, Saws (including cordless portable power saws), golf clubs, hockey or lacrosse sticks, cattle prods, chemicals or neutralizing gases, cork screw, mace/pepper spray, pool cues, Drills and drill bits (including cordless portable power drills), pipes, and perfumes bottled in containers with the shape of hand grenades or a weapon, snare traps or any other type of tool, liquid or gel whose container is larger than 100 milliliters, or any piece of equipment which may be used as a weapon, or any other item which the CARRIER may consider dangerous will not be permitted in the passenger cabin.

These items will only be carried as part of checked baggage in the hold of the aircraft, and all sharp objects in checked baggage should be sheathed or securely wrapped to prevent injury to baggage handlers and Security Officers.

8.2.6 Items not allowed, either as checked baggage or carry-on

These are items which cannot be carried by the passenger under any circumstances.

- Any item which can be used for attacking or defense of a person such as (amongst others): firearms, sharp, pointed or items with sharp edges.
- Sporting guns, toy guns or any replicas (The CARRIER should be consulted by the passenger about the carriage of firearms prior to the date of departure.)
- Aerosols, matches and lighters.
- Fireworks.
- Any type of fuel.
- Paints, Turpentine and Paint thinner
- Solvents.
- Adhesives.
- Liquid bleach.
- Compressed gases or pesticides.
- Fire arms and ammunition. (May be carried, only if the CARRIER is consulted in advance and the airline authorizes it. Its carriage must comply with the procedure which has been established and applicable aeronautical regulations.
- Dangerous Goods. (See Chapter 9 of these Conditions of Carriage)

8.2.7 Carriage of firearms

The transportation of firearms is permitted only in the cargo holds of the aircraft, subject to compliance the norms set out by the authorities and the airline. It is highly recommended that the passenger consult the airline about the procedures, before the date of travel. The carriage of firearms, weapons or replicas of kind in the passenger cabin is not permitted in any of the airline's aircraft.

8.2.8 Handling of electronic equipment on board.

All portable electronic devices must remain off and properly stowed during taxi, takeoff, approach and landing until the plane is at the gate and the seat belt sign is off.

Electronic devices aboard aircraft are classified as Not Permitted, Restricted and Allowed. Following is a brief listing of them. The passenger should consult the airline before using any of them aboard an aircraft.

Not Permitted: The use of any of the following devices is not permitted at any time inside the aircraft: AM/FM Radios, peripheral processors or games that are connected by cables and devices such as printers, fax units, etc, remote controls (CD's, DVD's, toys with remote control), PC's or laptops with a cordless computer mouse, *wireless headphones*, TV sets, Two-way radios (Citizen's Band, Ham Radios, Walkie Talkies), VHF receivers.

Restricted: The use of the following devices aboard an aircraft is permitted only when the doors of the aircraft are still open and after landing, following the crew's instructions: Mobile (cell) phones, wireless modems, GPS that uses an external cable as an antenna, two way pagers, PDA with two way communications, calculators/ lap tops equipped with games, CD players, magnetic or digital tape recorder, lap tops with a wired mouse, games with sounds that generate electromagnetic waves and video cameras.

Allowed: Equipment provided by the airline (e.g.: telephones, videos, in-flight entertainment), electric razors, electronic watches, hearing aids, heart pacemakers and other approved medical devices, headphones for diminishing noise, one way pagers.

ARTICLE 8.3. HANDLING AND BAGGAGE CONTROL

8.3.1. Acceptance and check-in of Baggage

Recommendation: Identify each piece with the passenger's name and address on the inside as well as the outside of the baggage.

8.3.1.1. All baggage must be presented at the check-in counter by the passenger when checking in for the flight; so that it will be handled adequately and carried in the hold of the aircraft or accepted as carry-on baggage.

8.3.1.2. If it is not possible to carry all or part of the passenger's baggage on the same flight, he (she) should be informed in advance so that he (she) can decide which items must be carried on the same flight and which can be sent on a later flight.

8.3.1.3. Once the baggage is weighed, the number and weight of each piece is registered in the CARRIER'S system.

8.3.1.4. Each piece will be labeled with a tag containing the flight number, transit or connecting point (if any), and final destination, as well as a tag number. A claim check corresponding to each piece will be adhered to the ticket cover or other document and given to the passenger.

8.3.2. Acceptance of Damaged or worn luggage

Whenever a passenger presents luggage that is not in good condition, or worn a "Limited Responsibility" tag should be filled out and the passenger informed that the CARRIER will not be responsible or liable for the condition of the luggage nor for any damage resulting from that condition..

ARTICLE 8.4. BAGGAGE CLAIM

Baggage will be returned only to the person who presents the claim check for the tag attached to the particular piece.

If the passenger loses or misplaces the claim check, the luggage may be returned, subject to the following conditions:

- If the passenger has labeled the luggage on the outside, or in the inside he (she) must produce proper identification confirming ownership.
- If the property does not have any identification, inside or out, the owner should be able to describe the contents of the luggage to the CARRIER'S personnel. .
- The person must be identified and it must be verified that he (she) traveled on that flight by checking the passenger list.
- The number of pieces and their respective weights which are claimed will be verified.

- The passenger must sign a voucher acknowledging receipt of the luggage. Said voucher shall contain the passenger's name, identification number, place of contact and the number (s) of the bag tag(s) that the passenger receives.

8.4.1. Unclaimed baggage

8.4.1.1. Every airport keeps a register of all unclaimed baggage. This register has the following information:

- Numbering of the registry.
- Date, flight number and point of origin

- Bag tag number(s)
- Type of luggage
- Date of delivery or of return
- Signature, identification number and comments of the person presenting the claim.

8.4.1.2. If after six (6) months, counted from the date of receiving the baggage, the passenger has not claimed it, the CARRIER will no longer be responsible for it, and may dispose of it.

8.4.2. Partial delivery of baggage

When not all of a passenger's baggage is received, the pieces that do arrive should be weighed in order to determine the weight of the missing baggage. The number of missing pieces, along with the tag numbers should also be recorded.

CHAPTER 9. CHECK-IN AND ADMINISTRATIVE PROCEDURES

ARTICLE 9.1. CHECK-IN COUNTER

9.1.1. Arrival times

9.1.1.1. When travel is wholly within Colombia the passenger(s) should arrive at the check-in counter at least one (1) hour before the scheduled departure of the flight. During peak travel periods, i.e. school vacations and holidays, it is recommended to arrive one and a half (1 hr 30 minutes) hours before departure.

9.1.1.2. For international flights, the passenger should arrive at the check-in counter three (3) hours before departure in order to complete all necessary international requirements (security/safety, migration, etc.)

9.1.3. In any event the passenger should arrive at the airport within the times indicated by the CARRIER or its authorized agent. If the passenger does not comply with the minimum check-in requirements, he (she) might lose the seat on the flight for which a reservation has been confirmed, and all reservations may be cancelled.

These minimum check-in times may vary; therefore it is recommended that these requirements be consulted before every trip.

9.1.2. Administrative formalities

9.1.2.1. General

9.1.2.1.1. The passenger shall be solely responsible for all necessary travel documents, including visas and all other laws, regulations, orders, demands and travel requirements of the countries to be flown from, into or over, and it must comply with all requests from said countries with respect to migratory and border controls.

9.1.2.1.2. The information service that the CARRIER may provide with respect to these matters does not preclude the passenger's direct responsibility to know and to comply with all the applicable formalities. The CARRIER shall not be liable for the consequences to any passenger resulting from his (her) failure to comply with the requirements mentioned in point 9.1.2.1.1 above

9.1.2.2. Travel Documents

9.1.2.2.1. The passenger shall present all exit, entry or transit, health and other documents required by laws, regulations, order, demands or requirements of the countries concerned, and permit CARRIER to take and retain copies thereof.

9.1.2.2.2. The CARRIER reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit CARRIER to take and retain copies thereof.

9.1.2.3. Refusal of Entry

A passenger whose entry into any country or territory, as a destination or transit, is denied must pay or reimburse to CARRIER all fines and charges which might be levied by the authorities of the country denying entry. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded. Likewise, any expenditure which arises out of the denial shall be paid by the passenger. CARRIER may use towards such expenditure any funds paid to CARRIER for unused carriage, or any funds of the passenger in the possession of CARRIER.

9.1.2.4. Customs Inspection

If required by any competent customs or Government authority, the passenger shall attend inspection of his or her baggage, checked or unchecked. The CARRIER is not liable to the passenger for any loss or damage suffered as a result of these inspections, including the time when said baggage is in custody of the authorities, or if the passenger fails to comply with such requirement.

9.1.2.5. Security Inspection

The passenger shall submit to any security checks by Government or airport officials or by the CARRIER.

CHAPTER 10. OVERBOOKING

ARTICLE 10.1. PROCEDURE FOR DENIED BOARDING COMPENSATION

The procedure consists of informing passengers who are booked for a specific flight about an overbooking, and finding passengers whose itineraries are not only flexible, but also willing to give up their seat(s) in exchange for some compensation. Said compensation is sent in accordance to applicable norms, or by CARRIER when there are no legal regulations.

The compensation may be a voucher for a specific amount which can be applied towards total or partial payment of CARRIER'S services, at its ticket offices. Some of the services which may be paid for with this type of voucher are: purchase of tickets, excess baggage charges, payment of CARRIER'S travel plans and purchase of miles for the frequent flyer plan (*Avianca Plus*).

Under different circumstances, i.e. the passenger refuses to give up the seat, and there are no volunteers; then the compensation will be in accordance to the applicable regulations which exist at the location where the overbooking occurs.

CARRIER may from time to time modify the scheme of compensation for overbooking; nevertheless subject to the legal requirements in force.

CHAPTER 11. CONDUCT ABOARD AIRCRAFT

It is the passenger's obligation to follow all instructions from the carrier and its crews, given out during boarding, taxiing, take off, landing and disembarking, particularly those pertaining to security and safety, as well as those with respect to his (her) behavior on the aircraft. According to law, the commander or chief pilot is the highest authority on board the aircraft; therefore the other crew members and all the passengers are subject to his (her) authority while on board the aircraft.

The passenger will refrain from any act or behavior endangering the security of the aircraft, himself (herself) or the other passengers or property aboard, as well as refrain from any actions against good conduct, morals or discipline, or that in one manner or other accuses discomfort for the other passengers. The crew of the respective flight is empowered to take all the measures it deems necessary to handle and/or control any situation. Said measures can include disembarking the passenger and/or refusal to carry the passenger in the particular flight or any other one and the restraint of the passenger.

ARTICLE 11.1. ACTS AGAINST SECURITY

Specifically, all passengers must refrain from:

- a. Unfastening the seat belt or leaving the seat when the crew has instructed otherwise.
- b. Operating aboard the aircraft portable radios, cell (or mobile) phones, electronic games, or transmitting devices, including radio controlled toys and walkie-talkies or any other electronic devices without CARRIER'S permission since they can interfere with the flight systems and the communications or navigation of the aircraft.
- c. Removing or misusing life-vest or any other emergency equipment or device aboard the aircraft or in the airports.

- d. Tampering with any alarm or smoke/fire detection system or any other security device found in the aircraft.
- e. Smoking in any section of the aircraft during a domestic flight, or in any non-designated area in international flights when smoking is permitted.
- f. Adopt attitudes or make comments which might create fear or panic amongst the other passengers.
- g. Attack, physically or verbally, any passenger or crew member of the flight, or any ground personnel.
- h. Carrying aboard an aircraft, or in any airport, weapons or sharp, cutting, puncturing or blunt objects which may be used for injuring or harming anyone.
- i. Adopt attitudes which cause discomfort to other passengers or perform obscene actions.
- j. Consume food and beverages, not provided by CARRIER, during the flight without the crew's authorization.
- k. Boarding the aircraft, or remaining aboard while being impaired from alcohol or drugs, thereby presenting a risk to himself (herself) or to the other passengers.
- l. Removing CARRIER'S property, or that of the other passengers aboard.
- m. Perform any other act which is considered improper or discomforting by CARRIER, or the aeronautical authorities, or which is set out in the contract of carriage or in the aeronautical regulations.

11.2. GENERAL POLICY

- The crews are empowered to take any action which is deemed necessary in order to prevent and control all types of irregular conduct.

CHAPTER 12. CANCELLED, DELAYED FLIGHTS AND CHANGES IN THE OPERATION

12.1. DEFINITIONS

CANCELLED FLIGHT: That flight which is never performed.

DELAYED FLIGHT: That flight whose scheduled departure and/or arrival is delayed by more than 15 minutes.

CHANGES IN THE OPERATION: It is that last minute change in the operation for reasons associated with, or related to the operation itself.

UNFORSEEN CIRCUMSTANCES (FORCE MAJEURE): These are circumstances or situations beyond the control of CARRIER which cause the cancellation of a flight, or that delay the departure; such as weather conditions preventing the operation of a flight, technical malfunctions not connected to the maintenance program or routine checking of the aircraft or caused by passengers or third parties at the time of the flight, malfunction of the ground support equipment, amongst others.

12.2. POLICIES

The company reserves the right to endorse carriage to another CARRIER and or change the aircraft at any time.

In the event of a flight cancellation, delay, operation ahead of schedule, route change, or missed connection, the company's policies with regard to the particular situation will be applied. These policies have been set in accordance with applicable regulations.

The CARRIER will not be liable for delays, cancellations or operational changes due to force majeure, or weather conditions which affect the safety of the flight. Likewise, it will not be liable for any damages resulting from the delay in the carriage of passengers, baggage or goods when there is sufficient proof that it was impossible to avoid the delay.

CHAPTER 13. IN-FLIGHT SERVICE.

13.1 Definition

In-flight service is that which the CARRIER provides during the flight, and which varies in accordance to the route, duration and the characteristics of the flight itself.

As part of the in-flight service, a selection of beverages, food and entertainment may be offered. Furthermore, CARRIER may offer, directly or through third parties, on-board duty-free sales.

CARRIER shall determine which type of service it will provide, depending on the conditions of each particular flight. When beverages and meals are served during the flight, this is not to be considered as an obligation of the CARRIER.

13.2 Policies

In any event, CARRIER reserves the right to change its in-flight service and/or policies, since they are not regulated with the exception of that which is contained herein.

CHAPTER 14. ALLIANCES AND COMMERCIAL AGREEMENTS

Alliances are defined as cooperation agreements between airlines in order to obtain synergies which will provide the following advantages: an improvement to a route structure, improvement of passenger service, increased efficiency by rationalizing the capacity offered, cost savings, sharing resources, etc.

At any time during the duration of these Conditions the CARRIER may become a member of one or more alliances or commercial agreements. The passenger(s) shall be informed whenever this occurs.

Currently, the CARRIER has important commercial agreements with other airlines, such as:

ARTICLE 14.1. COOPERATION AGREEMENT BETWEEN AVIANCA

Avianca were authorized by Resolution 03980, dated September 6th, 2005 from Aerocivil to implement an operational cooperation agreement with respect to tariffs and schedules, marketing, joint sales and advertising, crew assignments and Charter Contracts.

ARTICLE 14.2. CODE SHARE AGREEMENTS

A Code Share agreement is one which provides for the use of an airline's designator code, not operating the flight, on the route or route segment operated by a different airline. In other words, this is the type of agreement through which an operating carrier allows another carrier (marketing carrier) to place its airline code on the flight operated by the former.

Whenever routes are part of such an agreement, the passenger(s) will be informed about the airline actually performing the carriage.

ARTICLE 14.3 INTERLINE AGREEMENTS

These are agreements which the CARRIER has with other airlines for the reciprocal sale of air transportation services; thereby complementing each other's route network and permitting the application of through fares to/from points where one of the airlines does not operate, or when there are differences in schedules and frequencies.

NOTE: In this case, when CARRIER issues a ticket which includes a route or segment, operated by another airline and that carrier's airline code is inserted in the respective flight coupon, CARRIER acts only as an agent of that airline.

CONNECTIONS

The CARRIER will strive to facilitate all connections for its passenger(s) and their baggage, not only with its own services, but also with other airlines with which it has agreements; however it is not obligated to guarantee them.

Whenever a passenger purchases a separate ticket to make a connection with an airline with which the CARRIER does not have an interline or ticketing agreement, (i.e. the route or sector is not included in Carrier's ticket) no consideration nor treatment as a connection will be provided.

As a result, the passenger will be solely responsible for any inconveniences and/or damages to himself (herself) or baggage on account of the situation describe in he previous paragraph.

SUCCESSIVE CONTRACTS OR CARRIERS

A successive contract of carriage is one which several carriers have to execute in succession, after having agreed to it as part of an overall interline agreement, and is regarded as a single operation. The international aspect of the contract will not

change, even if one or more sectors of the contract have to be executed within the territory of one Nation.

CHAPTER 15. LEGAL ASPECTS OF LIABILITIES (DOMESTIC AND INTERNATIONAL)

ARTICLE 15.1. LIABILITY OF CARRIER IN DOMESTIC AIR TRANSPORTATION (WITHIN COLOMBIA)

15.1.1. Liabilities in case of death or bodily injury to a passenger

ARTICLE 1880 of the Colombian Commercial Law ("*Código de Comercio*") imposes liability on the CARRIER for death or bodily injury of a passenger simply by proving that the occurrence which caused the event took place aboard the aircraft or during boarding or deplaning.

The CARRIER may be released from liability, if it proves that the damages occurred due to one of the following circumstances.

- Acts or omissions done with intent to cause damage by third parties. Caused by a third party.
- Exclusive fault of the passenger.
- Force majeure without the existence of any fault attributable to CARRIER; said fault being the cause for damage.
- Physical injury or the existence of a previous illness of the Passenger which have not been worsened as a result of actions or negligence by CARRIER.

Additionally, CARRIER must prove that it took all precautions to avoid damage, or that it was impossible to do so.

15.1.1.1. Maximum Compensation

The maximum compensation in case of CARRIER'S liability will not be over the equivalent of twenty five thousand grams of pure gold per passenger.

15.1.2. Liability for checked and unchecked baggage

The Law imposes liability on CARRIER for the loss or damage of both checked and unchecked baggage when the occurrence that caused the damage took place aboard the aircraft, or under custody of CARRIER, its Agents or employees.

15.1.2.1. Maximum Compensation

The maximum compensation in case of Carrier's liability will not be over the equivalence of ten grams of pure gold per kilogram of goods or checked baggage for each passenger. In the case of Carry-on or unchecked baggage, CARRIER'S liability will be a maximum equivalence of two hundred grams in pure gold for all carry-on objects per passenger. CARRIER does not offer the alternative of carriage of goods having a higher declared value.

ARTICLE 15.2. LIABILITY OF CARRIER IN INTERNATIONAL AIR TRANSPORTATION

15.2.1. Carrier's liability and each carrier involved in the journey is determined by its own Conditions of Carriage. Carrier's liability provisions, subject to international regulations, are as follows:

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

15.2.1.2. Whenever the air transportation is not governed by the Convention's regulations, the rules set up by the Commercial Laws of Colombia will apply, particularly those found in Book V, part II.

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

15.2.1.2.2. CARRIER is liable only for damage occurring during air transportation on its own flights, or in flight segments where its airline designator code is included in the "Carrier" box of the respective flight coupon.

When CARRIER issues a ticket over the lines of another Carrier, it does so only as an agent for the other Carrier.

With respect to checked baggage the Passenger shall have a right of action against the first or last Carrier.

15.2.1.2.3. 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, CARRIER shall not be liable for any illness, injury, disability, including death, attributable to such condition or for the aggravation of such condition.

15.2.1.2.4 CARRIER is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirement, or from failure of the passenger to comply with the same.

15.2.2. Liability for carry-on baggage and for checked baggage

15.2.2.1. CARRIER is not liable for damage to unchecked or carry-on baggage unless such damage is caused by the negligence of CARRIER. *If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.*

15.2.2.2. Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, the liability of CARRIER in the case of checked baggage shall be limited to the amount indicated in the Convention.

If the weight of the checked baggage is not recorded or undetermined, it will be assumed that the total weight of the checked baggage does not exceed the free baggage allowance that is applicable to the specific route and fare class.

15.2.2.3. Carrier's liability shall be limited to proven damages (compensatory damages) within the limits established by law and the applicable international regulations. Said damages shall be settled in any legal currency which CARRIER which CARRIER chooses. CARRIER shall not be liable for indirect or consequential damages, or any other non compensatory damages.

15.2.2.4. CARRIER is not liable for damage to fragile or perishable items, money (cash), jewelry, precious metals, silverware, negotiable papers, securities, lap tops (computers), electronic devices, business documents, passports and other identification documents or samples which are included in the passenger's checked baggage.

15.2.2.5. Any exclusion or limitation of liability of CARRIER shall apply to and be for the benefit of agents, employees and representatives of CARRIER. The

aggregate amount recoverable from CARRIER and from such agents, employees, representatives and person shall not exceed the amount of Carrier's limit of liability.

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

15.3 TIME LIMITATION ON CLAIMS AND ACTIONS: Any right to damages shall be extinguished if an action is not brought within two years, (in accordance with the law), reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived. This time limit may not be modified by either of the parties.