

## Animawings General Terms and Conditions of Carriage

### CHAPTER I. DEFINITIONS

„Animawings-Anima Wings Aviation S.A.” means the company/ licenced air carrier name registered in Str. Gara Herastrau, 4C, building B, 1st floor, Green Court Building, Bucharest, Romania.

“Additional services” means any products or services the passenger can take benefit of, related to the air transport, others than air transport, services that can be offered by Animawings or by third-party suppliers (for example, checked-in baggage, sporting equipment, pets, extra leg room service, catering).

“Additional tax” means the tax collected by The Airline from the passenger and represents additional services provided by the air carrier.

“Authorised agent” means person or company, authorized by the law and who has an agreement with The Airline to represent it in selling the air transport services.

“AWG” represents the identification code of The Animawings Airline.

“Baggage” or “Luggage” means goods and personal objects carried by the passengers during the flight and being transported as hand luggage or checked-in luggage.

“Baggage Identification Tag” represents the baggage identification tag, which is attached to the fragile, heavy baggage, packed in an improperly way, registered with delay or overweight, which will be accepted and transported only in case these are tagged with “limited liability”. Animawings Airline is not responsible for these.

“Boarding Pass” represents the document provided with a bar code, issued by the check-in system (DCS/ Departure Control System) after accomplishing the check-in procedure, online or at the airport of departure, and based on which the boarding is permitted.

“Booking Number/ PNR – Passenger Name Record” represents the unique code defined as an alphanumeric code of 6 (six) characters obtained by the passenger or by the authorised agent once the booking process was finalized successfully. The PNR is valid only for identifying a booking in the reservation system for the asked flight. The PNR contains necessary information about the passenger’s trip (traveling date, itinerary), but also personal details (passenger’s contact information). The information included into the PNR can be used according to the actual laws.

“Call Center” represents the reservation and information support center, reachable by calling the phone numbers indicated on the official website of The Airline, meaning <https://animawings.com/contacts/>.

“Charter” represents an agreement between an air carrier and another party (tour operator/ company) who is renting an aircraft.

“Charter Flight” represents a flight operated based on an agreement between the air carrier and another legal party who is renting the aircraft.

“Check-in” represents the procedure of checking the traveling documents, of tagging the checked-in baggage and of issuing the Boarding Pass, at the place and during the established time.

“Check-in online” represents the procedure of checking traveling documents, accomplished via the official website of The Airline.

“Checked-in baggage” or “Hold baggage” means the baggage carried in custody, by The Airline, by having added an identification tag.

“Code-share” represents a marketing agreement based on which an Airline is placing its identification code on a flight operated by another airline and based on which this is selling tickets for that specified flight.

“Connections” represents the link between 2 (two) or more segments of flight, operated one-way, booked by the passenger in only one traveling ticket.

“Connected flight” means a flight with an intermediated stop which requires to switch the crew and the flight number.

“Contractual conditions” represents the accepted terms at the time of creating the booking, named also General Terms and Conditions of Carriage.

“Convention” represents any of the below instruments:

- Warsaw Convention (1929);
- Guadalajara Convention (1961);
- Montreal Convention (1999);
- Tokyo Convention (1963);
- Regulation (CE) No. 261/2004 of The European Parliament and The Council on February, 11th 2004;
- The Communication of The Commission regarding the interpretation of The Regulation (CE) No. 261/2004 of The European Parliament and The Council in establishing the common rules regarding the compensation and passengers’ assistance in case of denied boarding and cancelation or extended flights delay and of The Regulation (CE) No. 2027/1997 of The Council regarding the air carrier liability in case of accidents such as it was modified by The Regulation (CE) No. 889/2002 of The European Parliament and The Council (2016/C 214/04);
- Regulation (CE) No. 2111/2005 of The European Parliament and The Council on December 14th, 2005;
- Regulation (CE) No. 2027/97 of The European Parliament and The Council on October, 09th 1997;
- Regulation (CE) No. 1107/2006 of The European Parliament and The Council;

Referenced to The International Regulations, The European Regulations and The National Regulations is considered as including any change, amendment, rectification and refresh of all these.

“Crew member” means an empowered Animawings representative to execute tasks on board, according to the aeronautic procedures.

“Damage” represents the prejudice caused by physical injury or death of a passenger, the loss, the deterioration or theft of the checked-in baggage, the lack of content or any other loss which results or is connected by air transport or our others secondary services.

“Damage caused by the passenger” represents the prejudice caused by the passenger to the air carrier.

“Days” means the calendar days.

“DEPA” means the person who has a removal order and who is accompanied by a special escort of the authorities from that state.

“DEPU” means the person who has a removal order and who is not accompanied by a special escort of the authorities from that state.

“Domestic flight” means a flight operated with departure airport and arrival airport, in the same country.

“DST / SDR” or „Special Drawing Rights” means the special drawing rights being considered a virtual currency of the World Monetary Fund. The value of DST is based on a basket of five international currencies: the American Dollar, Euro, the Chinese Renminbi, The Japanese Yens and The British Pound.

“EURO” represents the currency agreed by The European Commission according to Articles 118 and 123, included in the Agreement of establishing The European Community. This is the official currency of Euro Zone.

„Excess Baggage” means the baggage exceeding the maximum allowance indicated on the traveling ticket.

“Fare base” represents the ticket tariff level at the moment of searching in the booking system of Animawings.

“Flight” means the air transport of passengers and their luggage, starting with block off (the moment the aircraft begins to move, either from a boarding gate or from a parking stand, for take-off) and ending with block on (the moment the aircraft reaches a final stop, either at a gate or at a parking stand, after landing).

“Flight segment” represents one single flight, operated between 2 (two) points (airports).

“Flight with stop” represents a flight with an intermediated stop, but which does not require to switch the crew and/ or the flight number.

„Forbidden objects” means weapons, explosives and other provisions, articles or dangerous goods, like any other forbidden objects considered by The Airline.

“Group” represents minimum 10 (ten) passengers travelling together on the same route and date, based on a finalized agreement with the air carrier.

“Hand baggage” or “Carry-on Luggage” means any baggage, other than the checked-in baggage, which is carried by the passenger during the whole trip.

“Infant” represents a type of passenger, aged between 0 and 24 months, at the traveling date, both departure and return. No seat is given to an infant who must always be accompanied by an adult. An adult may accompany only one infant.

“International flight” means a flight operated between, at least, two countries, including any possible stop between the departure airport and the arrival airport.

“Itinerary” means a notification of the air transport services, issued for the passenger based on a booking process, which contains the name and the flight details (the departure airport, the arrival airport), the departure time, the arrival time, the seat number (in case this is reserved), but also references to The General Terms and Carriage Conditions.

“Electronic coupon” means that part of the traveling ticket issued by Animawings or behalf of Animawings, where is mentioned the flight segment the passenger is willing to use, and which needs to be in possession of the passenger.

“Major Force” represents those unusual and unforeseeable circumstances, beyond passenger’s and Airline’s control, the consequences of which could not have been avoided even if all precautionary measures had been applied.

“Mandatory tax” means the tax or levy imposed by government institutions in exchange for services rendered or certain rights. These mandatory taxes are inherent in the performance of the air transport service and include the fuel tax and the airport tax.

“Multi-Sector Flight” represents a flight formed by 2 (two) or more segments of flight, sold under the same booking number, which cannot be separated.

“Passenger” means a person who holds a valid travel document, who travels with the consent of the carrier and who holds a seat on board the aircraft, except for flight crew members.

„Personal Data” represents any information referenced to an identified or an identifiable person (the person who can be easily identified directly or indirectly, by name, by ID number, by location, by online identificatory or by one or more specific elements, such as his physical, psychological, genetical, mental, cultural, or social identity). Animawings collects personal data through its official website:

<https://animawings.com/>, but also through authorized agents or through other services of Animawings. Animawings can collect, the same, personal data through any interaction with its customers or any other specific entities interested in Animawings services, like phone, internet, or e-mail.

“Person with reduced mobility” means any person who has difficulties such as a physical handicap (sensory or locomotive, permanent or temporary) or emotional, cognitive or any other cause of handicap or age, and whose condition requires proper attention and adaptation of the general available services to his/her needs.

“PIR” means Property Irregularity Report and it represents the delay notification and baggage damage registered at the Lost & Found Baggage Office, before leaving the baggage claim area of the arrival airport. PIR is considered as an indispensable part of any baggage complaint.

“Route” means the itinerary applied to one or more flight segments, with the same flight code, followed by the aircraft from the departure point to the destination airport.

“Special services” represents assistance services offered to the passengers who need these (persons with reduced mobility, unaccompanied minors, etc).

“Stop” represents the point (except the boarding and landing point) mentioned in the schedule as scheduled stop.

“Tag” represents the document issued by an authorized person on behalf of the air carrier only to identify the checked-in baggage. It contains 2 (two) parts (one attached to the checked-in baggage, the other one detachable and handed to the passenger) which contains information such as: the passenger’s name, the traveling date, the flight, the number of registered checked-in baggage pieces, the checked-in baggage weight.

“Tariff” means the value paid for air transport service, reserved by the passenger, for a certain fare base, for a certain route, flight, and date. The Tariff includes mandatory taxes, being considered as inherent for air transport service.

“Tariff Rules” represents the conditions of creating/ issuing a booking reservation according to the services included in the fare bases, mandatory and additional taxes, paid by the passenger to the air carrier.

“Third party” is any company or person, except passengers, representing The Airline or any of its suppliers.

“Ticket” or „Electronic Ticket” means the itinerary issued by Animawings or issued behalf of Animawings, where there is mentioned the passenger’s name, the route this will travel on, date and hour of flight, but also other relevant details for traveling.

“Unaccompanied Minor” represents a type of passenger aged between 6 and 14 years, at the traveling date, who travels unaccompanied by an adult. For Romanian Citizens, the maximum age limit for unaccompanied minor is 18 years.

“Website” means the Animawings official internet page <https://animawings.com/> available to any customer, to find information regarding The Airline and its services or to find contact details of the Airline.

## CHAPTER II. APPLICATION

### 2.1. GENERAL CONDITIONS

Excluding the terms detailed in Article 2.2., The General Conditions of Carriage are applied only to the air transport service offered by Animawings. The General Conditions of Carriage mentioned on the traveling ticket, on the electronic coupons, on the identification tags or any other traveling document accepted by the air carrier are the subject of these Terms and Conditions of Carriage.

### 2.2. CHARTER OPERATION

For charter operation, The General Terms and Conditions apply if they are detailed into the Charter Agreement.



### 2.3. RIGHT OF PREVALENCE

In case of inconsistencies between The General Terms and Conditions of Carriage and other provisions, the air carrier may stipulate in connection with certain issues, these Terms and Conditions of Carriage shall prevail.

## CHAPTER III. TICKETS AND BOOKING PROCESS

### 3.1. GENERAL PROVISION REGARDING THE TICKETS

The ticket or the electronic ticket, together with The General Terms and Conditions of Carriage and other rules and important information shown on the official internet page of the air carrier (<https://animawings.com/>), represent The General Terms and Conditions of Carriage agreed between passenger and Animawings.

Animawings will transport only that passenger indicated on the traveling ticket or on the electronic ticket and who is obliged to present a valid ID document according to the destination, domestic or international, and to the law.

For school trips, maximum 12 minors accompanied by one adult are allowed.

### 3.2. BOOKING AND ISSUING THE TICKET

The passengers can reserve the traveling tickets for Animawings flights by using the below channels:

- a. Animawings ticketing offices.
- b. Call Center Department.
- c. Official website <https://animawings.com/>;
- d. Authorized agents by Animawings.

The booking process for a ticket and for a certain Animawings flight is completed only when the payment is fully processed. The Animawings booking system will issue the ticket (e-ticket) associated with a reservation at the same time with the trip itinerary and the payment transaction confirmation. This confirmation will be sent via e-mail, via SMS or printed, depending on the channel the passenger chose to book on.

For internet bookings, including the bookings made on the official Animawings website, the booking number will be shown on the screen, once the transaction was successfully finalized and, after that, sent via e-mail. Animawings strongly recommends printing the electronic ticket since this document contains information which may be required during the check-in procedure. Passengers do not need to reconfirm a flight for which they already have a booking number. The passenger is responsible to check if he/she received the above documents (meaning ticket, itinerary, and payment confirmation) on the provided e-mail address, and, in case any of these documents was not delivered, the passenger needs to contact Animawings, by calling the Call Center Department, and to indicate this situation and to ask to receive a resolution.

Animawings is not responsible in case the passenger does not present at the check-in desk, in the departure airport, the payment confirmation and the ticket itinerary printed, reason for which Animawings is entitled to refuse boarding of the passenger in question, without being able to benefit from the rights conferred by [Regulation \(EC\) no. 261/2004](#) regarding the granting of compensations.

The passenger is fully responsible for providing correct personal contact data in order to receive the booking confirmation and the electronic ticket.

For any further ticket change, once the booking was completed, the conditions detailed in Article 3.3. of this agreement will be applied.

### 3.3. TICKET CHANGES



The Electronic Ticket bought by the passenger either online or through an authorised agent, shall be valid only for the route identified on it and for the Passenger whose name is specified on the Ticket, from the place of departure to the destination, on the day and for the flight specified on such ticket.

In case the passenger wishes to change any travel-related data, such as date, route and/ or name change, the passenger needs to contact the air operator with maximum 4 hours before the initial departure hour and according to The General Terms and The Conditions of Carriage of Animawings. Such changes may trigger another calculation of the tariff and the payment of a penalty fare according to the conditions related to the application of the tariff. The passenger may accept the new price or maintain the initial ticket. The rules governing the change of the Electronic Ticket are detailed in The General Terms and Conditions of Carriage which are listed on the official internet page.

The booking change can be made up to 4 hours before the departure time and it is possible even if the online check-in formality was done. In such case, once the passenger made all the changes, the online check-in formality needs to be redone and The Boarding Pass reprinted. If the changes were made with less than 12 hours before the departure time, the check-in formality will be done in the airport.

In case the booking change is made online, this change is applied to all passengers in the original booking. In case the change is needed only for some of the passengers in the original booking, the passengers will need to contact The Call Center Department.

Name changes are no longer allowed if the ticket itinerary includes several flight segments, and the travel date for one of the segments has passed. Date or route change is allowed at a fare class superior or at least equal to the one at which the initial ticket was purchased.. The bookings issued for Light Wings bundle are not eligible for any change.

#### 3.4. ASSIGNMENT

Animawings reserves the right to offer any seat to the passengers, and they must accept it based on the offered availability. Animawings has the right to reassign the passengers' seating in the aircraft, even after boarding, if this is mandatory due to operational, safety and security reasons.

If passengers paid for preferential seats, but due to operational, safety or security reasons, these could not be used, being relocated to other seats specific to an inferior fare base than the one initially chosen, the air carrier will not refund the difference, or the price paid for the initial preferential assignment.

#### 3.5. BOOKING CANCELATION

The price paid for Animawings bookings is not refundable. In case the passenger decides to cancel the trip with the air carrier, he/she can request the refund of airport taxes, but not more than 30 (thirty) days after the initial travel date, and with the provision of paying a processing fee. None of the other amounts paid by the passenger is refundable if the price conditions do not specify something else.

In case of death of serious illness which makes it impossible for the passenger to travel, depending on the commercial strategy of The Airline, an option of refund can be accepted and with the provision of paying a processing fee.

If necessary, The Airline may make changes to the travel date, waiving any restrictions or fees, but only if it receives an appropriate supporting document before the date of travel.

### CHAPTER IV. PRICES, TAXES AND TARIFF RULES

#### 4.1. PRICES

The fare will be applied for air transport from the point of departure to the point of destination, according to the flight itinerary. The fare of the travel ticket purchased by the passenger will be calculated in accordance with the Animawings fares, valid on the date of purchase of the travel ticket. The fare represents the equivalent value of the air transport service, booked by the passenger, for a certain fare family, for a certain route, flight, and date. The tariff includes the mandatory taxes, inherent to the performance of the air transport service.

#### 4.2.1. MANDATORY TAXES

The mandatory tax is defined as the tax imposed by the governmental institutions in exchange of provided services and rights. These mandatory taxes are inherent to air transport service and include the fuel fee and airport taxes. For more details, please check the [Taxes and Tariffs Section on the Airline website](#).

#### 4.2.2. ADDITIONAL TAXES

The additional taxes mean the taxes the passenger is paying to the air carrier in exchange of provided additional services.

For more information, please check The Taxes and Tariff section on The Airline website.

#### 4.3. TARIFF RULES

These are the 3 (three) bundles offered by The Airline and herein the passenger may find all the details:

##### Light Wings

- The lowest available fare;
- Free check-in;
- 1 small hand luggage with maximum dimensions of 40x20x28 cm and maximum weight of 6 Kg;
- This fare does not allow the change of the travel date nor the cancellation.

##### Speedy Wings

- The lowest available fare;
- Free check-in;
- 1 small hand luggage with maximum dimensions (40x20x28 cm) and maximum weight of 6 Kg;
- 1 additional hand luggage with dimensions of maximum 55x40x20 cm and weight of maximum 10 Kg;
- Possibility to select the seat on the plane, except for the first row and Extra Leg Room seats.

##### Comfort Wings

- The lowest available fare;
- Free check-in;
- 1 small hand luggage with maximum dimensions of 40x20x28 cm and maximum weight of 6 Kg;
- 1 additional hand luggage with dimensions of maximum 55x40x20 cm and weight of maximum 10 Kg;
- 1 hold baggage with maximum dimensions of 100x80x30 cm and with a maximum weight of 23 Kg;
- One-time date changes free of charge; price difference can be applied;
- Possibility to select the seat on the plane, including the seats located in the first row and the Extra Leg Room (subject to availability);
- Free meal;
- 50% discount on the ticket cancellation fee;
- Free priority boarding.

#### 4.4. PAYMENT AND CURRENCY

The payment of the full amount of the booking represents the last step the passenger needs to make in the whole booking process, this is considered mandatory to receive the electronic ticket, the itinerary, and the payment confirmation.

The prices, the mandatory and additional taxes are paid in EUR. Even if the amounts are displayed in EUR, RON, or USD, these will be converted in EUR at the end of the booking process.

Animawings is using an internal currency convertor applied to all amounts converted from RON or USD in EUR. The traveling ticket can be paid by:

- Card
- Cash
- Bank transfer

##### 4.4.1. Card payment

In case the passenger wants to finalize the payment using a card, the system will redirect him to plati.online for safety transactions. The payment can be finalized using the below types of cards depending on the chosen currency: Visa, Mastercard, Maestro.

The payments need to be authorized by the card owner, the air carrier keeps the rights to cancel the reservation, without any notification, if there is any reasonable reason to consider the transaction as a fraud. Such situation can be determined by the following:

- The passenger cannot provide, if asked, contact data of card owner in order to proceed with the security check;
- The card owner did not authorize the payment and claims that the reservation was made fraudulently;
- There is a fraud history of previous payments initiated by the passenger or the card owner;
- The provided information which is necessary to finalize the payment is incorrect/ improper/ contradictory/ are related to a fraudulently behaviour.
- There have been several attempts to make the payment, contradictory data being introduced.

#### CHAPTER V. PASSENGER'S PERSONAL DATA

The passenger's personal data provided by him at the time of booking is processed and used by Animawings for the following purposes: complete the booking, purchase and issuance of the ticket, air transportation and related services, accounting, invoicing and audit (including verification of credit cards or other cards) to facilitate border and customs control procedures for safety, security, health, administrative and legal purposes, for statistical and marketing analysis, for testing its own system, its maintenance and development, to develop and deliver services, and to improve customer service. It is also possible that this data may be used for marketing studies by other companies that are not part of the Animawings group.

Personal data processed under a contractual obligation are retained for specified periods of time that can be viewed in the [Company's Privacy Policy](#). After the expiration of these time periods, processed personal data will be erased/ destroyed. Passenger's personal data is processed by Animawings and communicated to certain contractual partners for the provision of contracted services, such as Animawings offices, authorized agents, credit companies and card issuers, government agencies processing data, and other companies that are involved in the transportation of the passengers concerned, but only for the purposes set out above. These also include sending personal data outside Romania.



Passenger's personal data will be disclosed to public authorities upon request, in accordance with applicable law. In the context of the processing of the passenger's personal data for the above purposes, the latter has the following rights: the right of access and the right to request the rectification or erasure of personal data, the right to oppose the processing, the right not to be subject to an automatic decision (including the creation of profiles), the right to data portability, the right to lodge a complaint with the National Supervisory Authority for Personal Data Processing and the right to appeal to the competent courts. Both the passenger and the person who is booking the tickets, declare that they acknowledge the fact that Animawings can use the personal data (name, e-mail address, telephone number, nationality, date of birth) to enable the electronic transaction and to process this information.

If the passenger does not wish to receive any information, marketing communications on behalf of Animawings and/ or Animawings partners, he/ she is kindly asked to notify The Airline, using the email address mentioned in The General Terms and Conditions of Carriage.

## CHAPTER VI. CONNECTIONS

Animawings is not responsible for flights in connection or for other transport means in connection with its flights. Animawings flights are not sold as being connected with its own flights or with other airlines flights. The passenger is responsible by any own connection, the check-in procedure needs to be accomplished for each connected flight.

## CHAPTER VII. THE CHECK-IN PROCEDURE

### 7.1. THE TIME LIMIT FOR THE CHECK-IN PROCEDURE

In order to complete the check-in, border and boarding formalities, passengers must arrive in time before take-off time. Check-in counters open 3 (three) hours before the departure time written on the travel ticket and close 40 minutes before the flight, the time limit may vary depending on certain flights or airports. Although the aircraft is positioned on the ground, passengers who do not fall within the time limit provided in this article will not be accepted on the flight. Completion of check-in formalities is the sole responsibility of the passengers. Passengers who do not show up in time for boarding, for whatever reason, or who lack the necessary travel documents, will not be accepted to travel, Animawings not being responsible for the financial losses caused.

### 7.2 CHECK-IN OBLIGATIONS

The check-in service at the airport is free, regardless of the route the passenger will travel.

During the check-in procedures, the passengers are obliged to present the travel ticket, the valid identity card or passport (as the case may be), the documents necessary to enter the destination country (visa), the hold baggage / luggage to be weighed, as well as hand luggage to check if it falls within the weight and size limits.

Given the COVID-19 pandemic, passengers must be informed of the applicable travel regulations and comply with the required conditions before traveling. Details can be found on the website of the Ministry of Foreign Affairs: <https://www.mae.ro/en>.

Important:

From 13 August 2021, only Covid digital certificates (with QR code) will be recognized as documents proving vaccination, testing, or having had the disease when crossing the EU borders. Crossing borders is possible without the existence of these certificates, but in compliance with the national quarantine rules of each state.

All persons traveling to Romania must fill in, before making the trip, a health form available here: <https://chestionar.stsisp.ro/>

When leaving for Greece, it is mandatory to fill in the PLF (Passenger Locator Form) through the website <https://travel.gov.gr>, at least 24 hours before the trip, regardless of the state of origin, by all persons who arrive in this state.



When leaving for Turkey, it is mandatory to fill in the entry form through the portal [register.health.gov.tr](https://register.health.gov.tr), with a maximum of 72 hours before boarding. The form will be presented at boarding in physical format (printed) or electronically (on mobile phone / tablet). After completing the form, the HES code will be issued, based on which passengers will have access to domestic transport and accommodation.

All persons traveling to Spain must fill in, before making the trip, a health form through the Spain Travel Health (SpTH) application or the website <https://www.spth.gob.es/>. If the passenger is a minor or a dependent, the form can be completed by the guardian, who will be responsible for the veracity of the information provided. After completing the form, a unique QR health code will be generated, which will have to be presented (digitally or on paper) at the health check performed at the destination airport. If the form is signed from the application, it will appear in the "My trip" section, and the user will also receive a printable email.

All passengers entering the Arab Republic of Egypt, through any airport, must present a molecular PCR-type test with a negative result for SARS-CoV-2 virus infection, performed no later than 72 hours before the trip or an accredited COVID-19 vaccination certificate, which certifies that they were completely vaccinated 14 days before arrival. The certificate must be recognized by the health authorities of the country of origin and include a QR code, without deletions/ modifications/ additions, and be presented on paper. Children up to the age of 6 are exempted from taking a PCR test upon entering the territory of the Arab Republic of Egypt.

In addition, all persons traveling to the Arab Republic of Egypt must complete, prior to travel, a health form available [here](#).

Upon return to Romania from Egypt, it is mandatory to appropriately wrap the hold baggage (to be accepted at check-in) in accordance with the security requirements of the Romanian Ministry of Transport, by Order no. 1780/2018.

All passengers must present at the entrance to Tanzania a molecular PCR test with a negative result for SARS-CoV-2 virus infection, performed no later than 72 hours before arrival in this state and will have to fill in a form available on the website: <https://afyamsafiri.moh.go.tz/>. People arriving in this state must complete the form at least 24 hours before entering Tanzania.

Foreign nationals and residents arriving in or leaving Tanzania may be randomly tested (at their own expense) for SARS-CoV-2 virus infection, including passengers in transit to other destinations (rapid test, the cost being 25 USD).

For special cases where the infant is already 24 months aged at the time of travel and for which the parent/ legal representative already paid the infant tariff, the air carrier has the right to refuse the child for travel if the parent/ legal representative is refusing to pay the difference between the infant tariff and the child tariff.

The responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules, and instructions to travel to/from certain countries is the passengers. Animawings has the right to refuse for travel any passenger whose documents are not according to the laws, rules, or instructions regarding the travel. The Airline is not responsible in any way to the passenger, to obtain the necessary documents for travel or to comply with the laws, rules, requirements or instructions about which the passenger was informed in writing or otherwise, or the consequences of the passenger not obtaining the necessary documents or not complying with the laws, rules, requirements or instructions given.

### 7.3. TRAVEL DOCUMENTS

The responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules, and instructions to travel to/from certain countries is fully of the passengers. Animawings reserves the right to refuse for travel any passenger whose documents are not according to the laws, rules, or instructions regarding the travel.



#### 7.4. RESPONSIBILITIES UPON ENTRY IN ANOTHER COUNTRY

The passenger is fully responsible for the situations when the customs authorities in the country of destination where he/she has travelled with Animawings refuse his access on the territory and compel The Airline to take the passenger back to the place of departure.

In the case of refusal of entry / immigration, the passenger will pay any fine applied to the air carrier by the Government or by the Immigration Office in question, plus the cost of transport from that country back to his country of origin or other indicated place by the competent authority. Animawings will not reimburse the cost of any flight that the passenger cannot make due to the refusal to enter the destination country and is not responsible for any financial losses.

#### 7.5. FINES, PENALTIES, DETENTION COSTS ETC.

If the Airline has the obligation to pay fines, penalties, or other expenses because the passenger did not observe the laws, regulations, orders, or other travel-related requirements in the country of destination or of departure or if The Airline has to obtain for its customer the necessary documents, the passenger has the obligation to pay Animawings back, upon The Airline request, any cost or expense incurred for such purpose. To recover such costs or expenses, Animawings may take into consideration the value of any transport which the passenger did not use or any other funds in the Airline possession. Animawings also reserves the right to recover any fine, penalty or costs in court.

### CHAPTER VIII. BOARDING

#### 8.1. BOARDING FORMALITIES

After performing the check-in procedure, the passenger will be informed about the place and time where he/she will have to present in order to complete the security, customs and boarding formalities. Given that the airport authority is responsible for allocating both aircraft slots and boarding gates, Animawings informs passengers that these times may change after the check-in procedure is completed, which is why Animawings is not responsible for changing boarding gate and / or boarding time. In order to avoid any confusion or delays, the passenger will have to follow carefully the announcements made both through the amplification station and on the airport monitors. Animawings informs passengers that the boarding gate closes 15 (fifteen) minutes before take-off time. Moreover, in order to avoid unpleasant situations, Animawings advises passengers to take into account that both the security check and the border crossing formalities take time and they must not to be late at the boarding gate.

#### 8.2. SAFETY INSPECTIONS

Under certain circumstances, for flight security reasons, upon the request of governmental institutions or airport authorities, the passenger will have to undergo any necessary checks in connection with him/ her and/or his/ her baggage.

### CHAPTER IX. DENIED BOARDING

#### 9.1. RIGHT OF THE CARRIER TO REFUSE THE PASSENGER TO BOARD

The Airline reserves the right to deny the boarding of one of its passengers if:

- a) the passenger is in a visible state of agitation as a result of the consumption of alcohol and / or psychotropic substances, his behaviour may endanger the safety of the flight or may disturb the other passengers of the flight.
- b) the passenger's mental or health condition is not good, and he/she does not present the doctor's recommendation regarding his ability to travel by plane.
- c) if during a previous flight with our company, the passenger had an inappropriate behaviour, and The Airline has reasons to believe that this will happen again.
- d) if the passenger refused to comply with The Airline's conditions regarding the content, shape, and sizes of the checked-in baggage and / or any other objects accepted on board the aircraft.

- e) if the passenger refused to submit to Security control, either on his/her own person or on his/her luggage.
- f) if the passenger failed to pay the tariffs, charges or overcharges related to the flight, valid on the travelling date.
- g) the passenger did not meet all the conditions for leaving/ entering the country.
- h) if the passenger submits an Electronic Ticket which was illegally obtained, from a company other than Animawings, from agents unauthorized by The Airline or which was reported as being stolen or lost, which is a forgery or if the passenger is incapable to prove that he/ she is the person recorded on the Electronic Ticket.
- i) if the passenger fails to observe our instructions regarding flight safety and security.
- j) if the passenger behaves choleric and/ or violently, uses threatening words or insults towards the flight crew members, ground staff of the air carrier or other passengers of the flight.

If the passenger gets sick when he/ she is onboard the aircraft and The Airline deems that an emergency landing on the nearest airport in order to receive the necessary medical assistance is for his/ her interest, the passenger will be liable for the payment of the medical expenses and the accommodation costs for his/ her family or friends accompanying him/ her and for the future costs related to his/ her carriage from the unplanned stoppage point to his/ her final destination. The Airline recommends his customers to have a medical and transport insurance valid for the period of travel.

If the air carrier, in its reasonable discretion, has refused to carry a passenger in accordance with the provisions of this Article or if the passenger has been escorted from the aircraft on an unplanned stop, the air carrier may cancel the unused flight segment of the ticket, without the passenger having the right to be transported further. Consequently, the air carrier is not liable for any loss or damage that is alleged to be due as a result of any such refusal to carry the passenger. If, under this Article, the air carrier is forced to refuse boarding of a passenger, and this causes a flight delay, the air carrier is not responsible for this delay.

## CHAPTER X. PASSENGERS WHO REQUIRE SPECIAL ASSISTANCE

### 10.1. GENERAL INFORMATION

Acceptance for carriage of disabled persons, pregnant women, sick persons, or other persons requiring special assistance depends on a prior arrangement with The Airline.  
Animawings does not accept for carriage unaccompanied minor (UM) on its flights.

### 10.2. PASSENGERS WITH DISABILITIES

Animawings offers assistance for passengers with disabilities in accordance with Regulation (EC) no 1107/2006 of The European Parliament and of The Council from 05 July 2006 concerning the rights of disabled passengers and passengers with reduced mobility when traveling by air. Due to safety and security reasons, the passengers who requires special assistance cannot travel/ use the seats on the first row or at the exits.

Given the principle of social inclusion and non-discriminatory treatment, disabled passengers and those with reduced mobility will receive the necessary assistance according to their special needs without being charged any additional fees.

Animawings assumes and guarantees the transport of the disabled person or person with reduced mobility, subject to availability, during the flight, provided that the passenger is in possession of an electronic ticket for that flight and provided that the specific additional service is requested for each segment at least 48 hours before the published departure time of that flight.

If a person with a disability or reduced mobility is assisted by an accompanying person, the airline will make all possible efforts to assign that person besides the person with disability or reduced mobility, provided a notice is sent to us at least 48 hours before the published departure time of the flight. If it is necessary to use a utility dog certified by the competent authorities, with valid documents, it will be boarded in the cabin provided that the specific additional service is requested, at least 48 hours before



the published departure time of the flight, as well as under the condition that the person assumes the obligation to comply with the domestic legislation specific to the country where the destination airport is located and in accordance with the applicable internal rules regarding the transport of assistance dogs on board aircraft, this type of transport will be done without additional fees.

If the airline is announced through a notice given at least 48 hours before the flight that for a person with disability or reduced mobility it is necessary the transport of up to two pieces of mobility equipment, including electric wheelchairs, Animawings will assume their transport subject to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods, transport is done at no extra charge.

Due to safety and security reasons, the transport of oxygen cylinder is strictly forbidden.

If the wheelchairs, other mobility equipment and assistive devices are lost or damaged during handling, during transport on board the aircraft, the passenger to whom the equipment belongs is compensated in accordance with domestic law. If necessary, flight attendants will aid in moving to toilet facilities for disabled people or with reduced mobility.

Animawings and its agents shall make publicly available to persons with disabilities or reduced mobility information regarding special assistance that can be given to them as well as essential information on the flight, within the dedicated and existing section on the Company's website.

If the airline or agents receive notice of a request for specific assistance, Animawings will undertake to transmit this information to all factors involved.

As soon as possible after the departure of a flight, the airline communicates to the governing bodies of the destination airport the number of disabled persons and persons with reduced mobility that are on board the aircraft and require specific assistance.

Animawings may refuse boarding and transport of a disabled person or person with reduced mobility in order to meet applicable safety requirements established by international, community or national law or in order to meet safety requirements established by the authority that issued the air operator's certificate to the air carrier concerned (respectively, the Romanian Civil Aeronautical Authority), or if the size of the aircraft or its doors makes the boarding or carriage of that disabled person or person with reduced mobility physically impossible.

### 10.3. SPECIAL CONDITIONS FOR PREGNANCY

Providing the passenger's pregnancy has been without complications there is no problem flying without medical certificate whilst pregnant until the 28th week. A form (Declaration of Indemnity) must be completed in the airport that the passenger is under 28 weeks of pregnancy.

Passengers who are between 28 and 34 weeks of pregnancy can travel only if a medical certificate is presented at the airport, certificate issued within 10 days before the date of travel and containing the following information: the estimated date of delivery, confirming that pregnancy is without complications, the complete name and telephone number of the doctor. The medical certificate must state that the respective passenger can travel by plane.

The obligation to present the documents provided above, attesting the right to travel, belongs exclusively to the passenger. Animawings reserves the right to refuse boarding to the passenger if she has a special condition. In such cases, the air carrier shall be relieved of all liability. In the absence of this medical certificate, Animawings reserves the right to refuse boarding the passenger in question. If the passenger has a singular pregnancy, without complications, she is not allowed to travel by plane after week 34. If the passenger has a twin pregnancy, or with triplets, etc., without complications, she is not allowed to travel by plane after week 32.

The baby's mother can travel 48 hours after birth, provided the birth is without complications and without surgery. If the birth was done by caesarean section or surgery was required for the mother, the minimum period after which she can travel is 10 days, if she has the approval of the doctor.

## CHAPTER XI. THE BAGGAGE

### 11.1. THE CHECKED-IN LUGGAGE

#### 11.1.1. General Rules



Each passenger is entitled to a maximum of 4 (four) pieces of baggage with the maximum dimensions of 100 x 80 x 30 cm (length x width x height) per piece and maximum weight of 23 kg per piece.

Each piece of luggage will be accepted based on the agreed fare base and accepted bundle; the airline reserves the right to collect extra costs for each piece of luggage accepted at the check-in desks. If the weight of a luggage piece is over 23 kg, Animawings can ask for extra charges to accept its transport. In any situation, the maximum weight allowance of a piece of luggage cannot be over 32 kg.

Baggage weight cannot be cumulated between two or more passengers.

Children up to the age of 2 (two) years old are allowed, free of charge, one piece of checked-in baggage, with a maximum weight of 23 kg. Strollers consisting of several parts, used for the infant, shall be considered checked-in baggage, and any additional baggage shall be charged in accordance with the baggage tariff for adult passengers.

Passengers travelling with children aged between 2 (two) and 5 (five) years of age are entitled to bring one stroller per child, free of charge. When the passenger hands over the hold baggage at the check-in counter, the baggage will be issued an Identification Tag, and it will enter the custody of Animawings to be transported to the destination. Animawings recommends passengers to write their name, address and a telephone number where he/she can be contacted, on the luggage. The hold baggage will be transported with the same aircraft as the passenger. If this is not possible for reasons beyond the control of the air carrier, Animawings has the obligation to transport the hold baggage to the destination which is written on the electronic ticket, in the shortest time.

#### 11.1.2. Transport of bicycles

Bicycles are accepted for transport only as checked-in baggage for a standard fee. The handlebar of each bicycle needs to be rotated and fixed along the frame, the pedals need to be removed, the wheels need to be deflated and the whole ensemble must be in a protected pack.

Animawings does not accept the transport of electric bicycle or any other sports equipment's which use any lithium battery. Animawings reserves the right to charge additional costs for each bicycle accepted at check-in.

#### 11.1.3. Transport of sports equipment

We accept the transport of golf sports equipment, skiing, water skiing, in exchange for an applicable fee. The transport of this type of sports equipment requires packaging in the appropriate cover for air transport and must not exceed the weight allowed for hold baggage (maximum 23 kg). Animawings reserves the right to charge additional costs for each piece of sports equipment accepted at check-in.

### 11.2. COLLECTING AND DELIVERING THE LUGGAGE

The passenger has the obligation to collect the luggage once he gets to the destination indicated on his electronic ticket.

According to Chapter VI herein included in these General Terms and Conditions of Carriage, Animawings does not guarantee connections with other flights or with other means of transport. This is why Animawings is not responsible to transfer the passenger's luggage to other airlines, the customer being the one obliged to pick-up the luggage from the band and to register further, on the next flight.

If the luggage is not picked-up from the band and registered further, on the next flight, and not even collected in the next 30 calendar days starting with the initial moment it was registered in the deposit, this will be kept in the airline's custody for a deposit fee. If, after 30 days since the moment the luggage was deposited, the luggage is not claimed, Animawings can dispose of it without assuming any responsibility.

The right to collect the luggage belongs to its owner or to the legal representative who can present the identification tag of the luggage.

### 11.3. BAGGAGE WITH DECLARED VALUE



11.3.1. As an operating air carrier, Animawings will accept the carriage of baggage with declared value, only on condition that the specific additional service is added to the reservation of the passenger who wishes to carry the baggage with declared value.

11.3.2. In order to be able to carry a baggage with declared value, the passenger must add the specific additional service during the reservation, paying an additional fee in accordance with the [Fees and Tariff Rules Section](#).

11.3.3. The value declared by the passenger cannot be higher than 500 EURO over the value provided by law, so that the air transport operator will be liable, only in case of loss of the luggage with declared value, up to the congruence of the declared amount.

11.3.4. The passenger cannot submit for carriage a baggage with declared value in unsuitable containers, e.g. cardboard boxes, bags, sacks, backpacks, soft-sided suitcases, etc., that cannot secure the integrity of the baggage.

11.3.5. The passenger must not include in the luggage with declared value the following items: money, jewellery, precious metals, keys, video cameras, computers, medicines, glasses, sunglasses, contact lenses, watches, mobile phones, personal electronic devices, important documents, cigarettes, tobacco or tobacco products or other valuables, business documents, passports, artifacts, paintings or other art and other identity documents.

11.3.6. The packaging of the baggage with declared value so that it is accepted on the flight is the obligation of the passenger, the air carrier will not assume any responsibility for the damage caused by the inadequate packing of the baggage with declared value.

11.3.7. If the handling agent who processed the baggage with declared value, during the check-in process, considers that special packaging is necessary, in order to ensure the integrity of the luggage and the items inside it, the passenger must comply with the requirements imposed by the handling agent, otherwise Animawings reserves the right to refuse the transport of luggage with declared value in accordance with its specific transport rules, and the luggage will be transported according to the general conditions of transport (as registered luggage without declared value). In such cases, the air carrier shall not be liable in accordance with the declared amount and the fee paid by the passenger shall not be reimbursed.

11.3.8. Animawings accepts to transport the luggage with declared value only if Animawings is the air carrier on the respective flight segment.

#### 11.4. HAND LUGGAGE

11.4.1. Only one small carry-on bag is permitted free of charge. This must not exceed 6 Kg in weight and must not measure more than 40 cm x 28 cm x 20 cm. Depending on the fare base of the booked ticket, a second hand luggage up to maximum 10 Kg in weight and dimensions of 55 cm x 40 cm x 20 cm can be transported in the cabin. The total dimensions of each piece of hand baggage includes all its parts (i.e. wheels, handles, outer pockets, etc.). Any other personal items (i.e. a purse or bag), as well as any electronic devices (i.e. camera, tablet, laptop, etc.) must be included in this hand baggage.

Additionally, each passenger may bring in the cabin products purchased from Duty Free stores inside the airport, packaged and sealed in Duty Free bags.

Infants are not allowed a piece of hand baggage, but they may benefit from the advantages provided in article 11.1.1.

Musical instruments admitted by security control may be transported as hand baggage, provided they have maximum dimensions of 80 cm x 40 cm x 23 cm (length x width x height) and maximum weight of 10 Kg. If a musical instrument exceeds the specified dimensions and/or weight, the passenger shall be charged the amount equivalent to an additional seat, if one is vacant, in order to ensure transport of the instrument in the cabin.

In case the passenger wants to transport a fragile baggage, with dimensions and weight exceeding those of a hand luggage, the baggage can be carried on an additional seat, mandatory a window seat and adjacent to the passenger's seat, and by respecting the following conditions:

- a) to have the minimum dimensions higher than the maximum allowed for hand luggage, respectively 55 cm x 40 cm x 20 cm (length x width x height).
- b) to fit in the maximum dimensions, respectively 140 cm x 43 cm x 30 cm (length x width x height), if the luggage will be placed on the floor, and 60 cm x 43 cm x 50 cm length x width x height), if the luggage is placed on the seat.
- c) to be properly packed so that its outer surfaces do not have sharp protrusions.
- d) be fastened with the seat belt throughout the flight
- e) not to exceed the weight of 50 kg.

The passenger needs to transport the hand luggage on his own, without introducing into the cabin any stroller or to create any damage or to disturb the other passengers on board.

11.4.2. If a passenger arrives at the boarding gate with a piece of carry-on luggage, which does not comply with the dimensions or weight specifications in article 11.4.1, or with an additional cabin bag, the passenger will have to pay an urgent baggage processing fee. The respective baggage will be processed and transported as checked-in baggage.

11.4.3. In compliance with the Conditions of Carriage, prior to boarding all passengers must weigh their carry-on baggage to ensure it fully meets size and weight requirements (including handles, wheels and any possible protrusion). This service is available at the check-in desk and at the boarding gate. The check-in/ boarding personnel have the right to check passengers' baggage to ensure it fully complies with provisions of these Conditions of Carriage.

11.4.4. The airline reserves the right to refuse transport of any carry-on baggage not complying with the provisions of article 11.4.. Passengers who fail to comply with the Conditions of Carriage for carry-on baggage may be refused boarding should they not allow their baggage to be stored in the aircraft hold. Animawings will not be held accountable for any damage caused by passengers, should they refuse to comply with these conditions of carriage.

## 11.5. ITEMS UNACCEPTABLE IN THE BAGGAGE

It is forbidden to include in the luggage of passengers objects that could endanger the safety of the flight, the aircraft or the passengers, the items provided in the Technical Instructions for the Safe Transport of Dangerous Goods by Air issued by the International Civil Aviation Organization (ICAO), in the instructions of the International Air Transport Association (IATA) and in our regulations (further details are available upon request), as per example:

- a) Radioactive Materials.
- b) Weapons and firearms, lethal or non- lethal ammunition, other than those used for hunting or sport. The following shall be an exception to this rule:
  - Weapons and firearms and ammunition for hunting or target shooting which may be transported only as Checked-in Baggage according to our Conditions of Carriage. These must be unclamped into components, packed accordingly, and separated from the related ammunition. Ammunition must be transported pursuant to the Regulations on the Carriage of Dangerous Goods issued by ICAO and IATA. Such items must be declared at check-in.
  - Panoply weapons, swords, daggers, and other similar items which may be carried only as Checked-in Baggage according to our Conditions of Carriage. These shall be declared at check-in.
- c) Tools and other objects for cutting / drilling / blunting carried only as Checked-in Baggage according to our Conditions of Carriage. Such items shall be declared at check in.



d) You must not introduce in your Checked-in Baggage money, jewellery, precious metals, laptop computers, personal electronic items, important papers, documents, passports, or other identity documents.

The failure to observe such recommendation exonerates us from any liability related to the loss, deterioration, or destruction of the above-mentioned items, which may occur during handling or transportation.

## 11.6. LIVE ANIMALS

11.6.1. Animawings accepts, in the passenger's cabin, to carry small living animals belonging to the PET category (pet + cage with a total of maximum weight of 8 kg.) only cats or dogs, in special cages with the maximum dimensions of 45x30x23cm, the owner having the responsibility to transport the cage under the seat in front. The cage of the animal must be provided by the passenger and correspond to the conditions of size and weight, as well as the requirements of solidity, protection of the animal and of the persons and surrounding objects. No more than 4 (four) animals are allowed on board. In this case, the transportation is done against a fee per pet, per flight segment, purchased via our web page or at the airport as part of the check-in procedures.

It is permitted to transport more animals in one cage if a decent comfort is provided to stand or lay simultaneously without touching each other but respecting the weight and limit allowed. In this case, the transportation is done against a fee per cage, per flight segment, purchased via our web page or at the airport as part of the check-in procedures.

Passengers traveling with infants cannot also travel with a PET.

Passengers traveling with PET (dog or cat + cage of maximum 7 kg) in the plane cabin must go to the check-in desk in the airport at least 90 minutes before departure, with the documents mentioned in art. 11.6.2., to carry out the necessary formalities related to the PET. Passengers traveling with PET are required to go to the check-in desk even if the online check-in was made and/ or passengers have no baggage to register. An additional PET can be transported in the cabin only if an additional seat is purchased.

11.6.2. In order to travel with a pet in an EU state, live animals must meet the following requirements:

- have a microchip implanted under the skin;
- have a health certificate;
- have a valid rabies vaccine, in accordance to the following EU legislation:  
[http://ec.europa.eu/food/animals/pet-movement/eu-legislation/non-commercial-eu\\_en](http://ec.europa.eu/food/animals/pet-movement/eu-legislation/non-commercial-eu_en)
- have a passport for animals, issued by the veterinarian.

11.6.3. For passengers traveling with a pet in cabin, the allocation of seats will be on the penultimate row, in order not to create any discomfort to other passengers. In case there are more PET animals on board, Animawings reserves the right to separate the passengers and assign them at least 10 (ten) rows apart, to avoid any loud interaction between animals.

## 11.7. HUMAN REMAINS

The transport of human remains is allowed under the following conditions:

1. If the transport of human remains is done in a coffin, this can be arranged exclusively through the cargo service.
2. If the transport of human remains is done in an ash urn, this can be done either in the checked-in baggage, in compliance with the provisions of art. 11.1.1. either in the hand luggage or as hand luggage, in compliance with the provisions of art. 11.4.1, or through the cargo service.

In the case of transporting urns with ash, these must meet the following conditions: the packaging must ensure tightness and total discretion throughout the journey and be made of a material that allows X-ray inspection (therefore not lead or titanium). The passenger carrying human remains in an ash urn must



have all the documents required by the competent authorities at the points of departure, transit and destination. Animawings is not responsible for the conditions of acceptance of the urns with human ashes of other airlines that operate possible flights in connection.

#### 11.8. WEAPONS AND AMMUNITION

11.8.1. To transport a weapon, the passenger must comply with the legislation for weapons and ammunition and must have a permit to carry it. Weapons can only be transported as hold baggage, in accordance with the company's Transportation Rules. Firearms are transported disassembled according to the laws governing the Weapons and Ammunition Regime and properly packaged, separated from the related ammunition. The ammunition is transported according to the ICAO and IATA Dangerous Goods Transport Rules. Weapons and ammunition must be declared at check-in. According to IATA regulations, a passenger cannot carry more than 5 kg of ammunition per flight.

11.8.2. There is a tax for transporting a weapon, payable online or at the check-in, as a special service request.

### CHAPTER XII. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

#### 12.1. SCHEDULE

12.1.1. Animawings operation schedule is the one published in the booking system on the official website and on the flight ticket. The flight times appearing in the schedule may be changed during the period comprised between the date of publication and the date on which the passenger's travel is scheduled. Any amendment occurring in the schedule shall be introduced in the booking system on the Animawings website.

12.1.2. Before confirming the reservation, Animawings will inform the passenger of the flight schedule valid on that date, which shall be printed on the Electronic Ticket received as a result of making the booking and confirming the payment. Animawings will make every effort to inform the passenger of any changes in the flight schedule, by all means available to the air carrier (e-mail / telephone / handling agent), which is why we recommend that the contact details provided in the reservation are of the passenger.

#### 12.2. FLIGHT CANCELLATION

12.2.1. If a flight is cancelled or not carried out according to the flight schedule specified on the flight ticket, with the consent of the passengers, Animawings will act as follows:

a. It will transport the passenger with the first flight of the air carrier to the final destination of the passenger, within the available seats, without paying additional taxes and in case it is imposed, it will extend the validity of the flight ticket,

or

b. Will refund in full the amount paid by the passenger, the Company's liability ceasing from that moment.

### CHAPTER XIII. REIMBURSEMENT

13.1. Pursuant to the terms provided herein, no Electronic Ticket shall be refunded, with the exception of tickets where the fare base allows a partial cancellation and refund.

13.2. If Animawings cannot fulfil its transport obligation, it will refund the tariff paid or part of it in accordance with this article:

a. Full refund of the amount written on the flight ticket, in case the flight has been cancelled and there is no possibility to offer an alternative.

b. In case the flight of a segment of the route registered on the flight ticket is cancelled, the amount returned to the passenger will be equal to the difference between the fare paid for the entire route and the fare applicable on the non-travelled segment.



13.3. Reimbursements shall be made only to the persons whose name is specified on the Electronic Ticket or to those who made the payment, against submission of the unused ticket or coupon and of the payment receipt.

13.4. The applications for reimbursement shall be made in writing and sent to the airline by using the online contact form available on the official website.

13.5. The reimbursement shall be made in the same currency as the one used for the payment of the Electronic Ticket.

13.6. If the passenger accepts another form of reimbursement (additional services of the Company / vouchers / credit), the provisions hereof shall apply to the respective form of repayment.

#### CHAPTER XIV. CREDIT/ VOUCHER/ EMD

A credit (voucher) represents a discount that Animawings offers to its passengers when purchasing new tickets. There is no physical or electronic credit. It will be used only as means of payment when booking new tickets and/or Animawings services. The validity of the credit will be communicated to the passenger when it is granted. The credit can only be used through the Customer Service Department.

The voucher or EMD (Electronic Miscellaneous Document) represents a document with a unique identification code offered by Animawings to its passengers for future purchases (tickets/ services). The voucher or EMD can be used by calling our Customer Service Department or on the official website of the airline.

If the passenger has accepted an alternative form of reimbursement or compensation, he/she cannot reverse the decision.

#### CHAPTER XV. CONDUCT ABOARD AIRCRAFT

##### 15.1. GENERAL ISSUES

A turbulent passenger is a person who commits any of the following acts on board an aircraft, from the moment the aircraft door is closed, before take-off, until the moment it is opened, after landing, and during its processing (check -in / boarding), regardless of when it is done:

- aggression, intimidation or threat that may endanger public order and tranquillity on board the aircraft or the safety and security of persons or their property;
- deliberate recklessness or damage to the aircraft, equipment, structure and related equipment, and which may endanger public order and tranquillity on board the aircraft or the safety and security of persons or their property;
- intentional communication of false information, which endangers the safety and security of the aircraft;
- refusal to follow a legal instruction given by or on behalf of the aircraft commander by a crew member, in order to ensure the safety and security of the aircraft or of persons and property on board or in order to maintain order and discipline onboard the aircraft;
- refusal to comply with the legal instruction regarding the smoking ban on board the aircraft;

In accordance with the Tokyo Convention, and taking into account the above, the commander of the aircraft has the authority:

- to prohibit access to the aircraft of the person in an inadequate condition, in case this could endanger the safety of the aircraft or its occupants;
- to disembark any person or any part of the cargo which he considers, from his point of view, to be a potential danger to the safety of the aircraft or its occupants, the passenger being in an

improper condition or behaving inappropriately having no right to a refund or compensation and with the possibility that he/she will be denied a future flight;

- to decide to land at the nearest airport in order to disembark the turbulent passenger.

If the inappropriate behaviour of the turbulent passenger results in the accomplishment of an act that contains the elements of a possible contravention or crime, the Airline will report both this inappropriate behaviour and its consequences to the competent authorities in order to initiate a possible contravention or criminal investigation for actions taken by the turbulent passenger on board the aircraft. In the event that due to the misconduct of the passenger, the air carrier is forced to divert the trajectory of the aircraft to a new destination, other than the one previously established, for the passenger in question to be disembarked, the latter will bear all costs following this forced landing, including any penalties imposed on the air carrier by the competent authorities of the country in which it landed. The passenger is not allowed to consume alcoholic beverages, other than those served or sold by the crew members, on board the aircraft. The air carrier reserves the right to refuse to serve alcoholic beverages to any passenger who is in an inadequate condition, in order not to harm the safety and security of the flight.

## 15.2. ELECTRONIC DEVICES

Due to flight safety reasons, Animawings may forbid or restrict the use of electronic devices onboard the aircraft, including mobile phones, laptops, mobile recorders, portable radios, CD players, electronic games or transmission/reception devices, including remote controlled toys or any similar devices.

## CHAPTER XVI. ADMINISTRATIVE FORMALITIES

### 16.1. GENERAL ISSUES

16.1.1. The passenger is entirely responsible to obtain all documents and visas necessary for his/her travel.

16.1.2. Animawings is not liable for the consequences resulting from the impossibility to obtain the necessary documents or visas.

### 16.2. TRAVEL DOCUMENTS

Before the flight, the passenger must submit all exit, entry and health documents or other documents required by the laws, rules, orders, or requirements of the countries involved and he/she must allow the airline to make and keep copies of such documents. Animawings reserves the right to refuse carriage of passengers if they do not comply with the above requirements or if their travel documents are not appropriate.

### 16.3. NECESSARY VISAS

Given the international relationship involved in passenger transport, each passenger has the obligation to have all the rights to enter the territory of the destination country. All necessary information can be checked by visiting the official websites of the Border Police of the destination country or by calling the local embassy/ consulate/ representation in the destination country.

For more information, passengers can check the below official websites:  
<https://www.politiadefrontiera.ro/>, <https://www.mae.ro/en>.

### 16.4. REFUSAL OF ENTRY IN THE DESTINATION COUNTRY

If the passenger's entry in a certain country is refused, he/ she is liable to pay all fines or fees imposed on Animawings by the government of the respective country and the cost he/ she paid for his/ her carriage from that country. Animawings shall not pay back the tariff the passenger paid for his/ her carriage to the country where his/ her entry was prohibited.

### 16.5. PASSENGERS ARE RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.



If the airline is compelled to pay fines or penalties or to incur expenses resulting from the passenger's failure to observe travel-related laws, rules, orders, or requirements of the countries involved or from his/ her impossibility to submit the necessary documents, the passenger shall pay back to the airline, upon request, any related amount or expense. For such purpose, Animawings may use the equivalent amount of the unused segments on his/ her Electronic Ticket or any other funds which belong to the passenger but are in our possession and if this is not enough, the air carrier may turn against the passenger to recover the full outstanding amount.

#### 16.6. AIRPORT CUSTOMS AND SECURITY INSPECTION

Upon request of the customs personnel or of another governmental official, the passenger will have the obligation to submit his baggage to the customs inspection. Animawings shall not be liable for any loss or damage occurring during such verifications or due to his/her failure to observe such requirements.

Prior to boarding, the passenger has the obligation to undergo the security check, both for him/her and his/her baggage.

#### 16.7. INTERRUPTION IN CASE OF EMERGENCY DURING THE FLIGHT

If one passenger gets sick when he/ she is onboard the aircraft and Animawings deems necessary an emergency landing on the nearest airport in order to receive the necessary medical assistance, the passenger will be liable for the payment of the medical expenses and the accommodation costs for his/ her family or friends accompanying him/ her and for the future costs related to his/ her carriage from the unplanned stop point to the final destination. Animawings strongly recommends passengers to have a medical and transport insurance valid for the period of travel.

### CHAPTER XVII. LIABILITY FOR DAMAGE

#### 17.1. GENERAL CONDITIONS OF LIABILITY

Animawings' liability shall be determined by its General Terms and Conditions of Carriage. Animawings' liability is limited, and the airline strongly recommends to its customers to take out adequate insurance for the travel they are planning to make.

Except for the cases provided by the Romanian and EC Regulations, Animawings' carriage shall be subject to the rules and limitations in connection with the liability established by the Montreal Convention provided that the carriage is an international carriage to which the Convention applies. Except in the cases provided for by international law, the air transport performed by Animawings is subject to the rules and limitations related to the liability established by Regulation (EC) no. 261/2004 only if the transport is a community one. Any liability of the air carrier for damages shall be reduced if the passenger, by any negligence, error or omission on his part, favours, causes or contributes to the damage. The air carrier will only be liable for damage that occurs during the flight or on the flight segments where the flight number with our code (AWG) appears in the carrier's box on the travel ticket for that flight or flight segment.

#### 17.2. LIABILITY FOR CARRY-ON BAGGAGE

Animawings is not liable for the loss or lack of contents of the passenger's Carry-on Baggage.

#### 17.3. LIABILITY FOR CHECKED-IN BAGGAGE

Animawings' liability for the loss or lack of contents of the Checked-in Baggage shall be restricted to SDR 19 per kilogram. The value of the compensation will be determined according to the weight registered at the moment of handing over the hold baggage, and not according to the value of the missing or damaged objects. In the exceptional case that the weight of the Checked-in Baggage is not recorded upon check-in, the indemnity shall be calculated at the standard weight of 23 kilograms. If the hold baggage is damaged, it will be compensated according to its wear. Wear will be calculated as follows: in the first year of use, wear represents 20% of the purchase value, according to the purchase receipt. Starting with the second



year, 10% is added to the value of the wear for each subsequent year of use. The air carrier does not assume responsibility for luggage stained with certain substances (wine, oil, food or similar) or for those that have suffered minor damage (for example: scratches, rupture of the seam caused by excess weight, and not only, cipher, keys, broken locks, broken side handles, wheels and any luggage accessories). If the passenger shows up at the check-in counter with damaged luggage, it will be picked up and labelled with the Limited Release label, and the air carrier will have no responsibility for the condition of the luggage. If the passenger transports prohibited objects in accordance with art. 11.5 in the hold baggage, the air carrier is not liable for damage caused to them. If the hold baggage contains perishable or spoiled goods (food, beverages), the air carrier reserves the right to remove and house such contents, without the passenger being compensated.

The air carrier is not responsible for:

- damage of the hold baggage, to the extent that it occurred as a direct or indirect result of improper quality of baggage, a defect or defect in material / shape or overloading it;
- damage caused at the Security control;
- superficial damage resulting from the normal handling of checked baggage handed over for transport, such as: loss / destruction of tightening / securing belts, minor cuts and scratches, flaking, loss / damage of items attached to the luggage that were not provided by the manufacturer and not affects the normal, subsequent use of luggage (padlock, name tags, straps, covers, etc.).

The Terms and Conditions of Travel do not cancel exclusions or limitations of liability present in the international, European regulations or in the internal laws in force unless this is expressly specified. If the holder's hold baggage is delayed, the air carrier is liable for proven damages, only if it has not taken all necessary measures to avoid such damage or if it has been impossible to take such measures. The compensations offered by the air carrier for the delayed luggage, regardless of the expenses incurred by the passenger during this period, are the following:

- between 1 - 3 days, the amount of 30 euros is offered (for this whole period);
- between 3-5 days, the amount of 50 euros is offered (for this whole period);
- between 5-7 days, the amount of 70 euros is offered (for this whole period);
- between 7 - 21 days (if the luggage is identified on the 21st day), the amount of 100 euros is offered (for this whole period).

If the passenger, intentionally or negligently, contributed to the occurrence of damages, the value of the claims will be reduced by the amount related to his/her contribution.

#### 17.4. LIABILITY IN CASE OF ACCIDENTS

According to European Regulation (CE) No. 889/ 2002 of The European Parliament and Council, from 13 May 2002, bringing changes for European Regulation (CE) 2027/ 1197 of the Council, from 09 October 1997, regarding the liability of the air carrier, if there are situations which may result in the death, hurting or bodily injury of the Passenger further to an accident occurring onboard an aircraft of our company or during the embarking and disembarking operations during a flight performed by Animawings, the airline compensation is not limited financially.

For any damages up to the amount of SDR 113,000, the air carrier cannot contest the claim for compensation. For this amount, the air carrier can defend itself against any compensation, by proving that the airline and its agents respected the necessary measures in order to avoid the damage or by proving that for the airline and its agents was impossible to apply the necessary measures. In case the air carrier proves that the damage was produced or favoured by the passenger 's negligence, the airline may be relieved in whole or in part of liability.

The airline shall make, without delay and during a period that does not exceed 15 days after the date when the identity of the person entitled to compensation was established, advance payments to the



person having immediate economic needs, proportionally to the damages incurred (the amount shall not be lower than SDR 15,000 per Passenger in case of death).

Any advance payment shall not represent acceptance of liability and may be reduced from next payments, but it shall be returned if the negligence of the Passenger or of the person who received the payment caused or contributed to the damage, or if the person who received the payment is not the person entitled to compensation.

## CHAPTER XVIII. DEADLINE FOR SUBMISSION OF CLAIMS OR ACTIONS

For any irregularity (loss/ damage/ theft of baggage), the passenger must report to the Animawings Lost & Found Office, located in the airport baggage claim area, for the PIR (Property Irregularity Report) to be made before leaving the airport. If the passenger whose luggage has been delayed / lost / damaged does not submit a PIR report before leaving the baggage claim area at the arrival airport, the air carrier will decline responsibility.

18.1.1. Receipt of the baggage by the holder of the Identification Tag without registering a PIR, before leaving the baggage claim area of the airport of arrival, represents sufficient proof that the luggage was delivered, in good conditions and in accordance with the Transport Agreement, by the carrier.

In accordance with (EC) Regulation no. 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Regulation (EC) no. 2027/1997 regarding the liability of the airline operators in case of accidents, in case of loss or damage of a checked baggage, the passenger must file a written complaint within 7 (seven) days from the registration of the PIR, and in case of delayed baggage, the passenger is obliged to file a written complaint within 21 (twenty-one) days from the registration of the PIR.

18.1.2. It is mandatory for passengers to ask for a copy of the completed property irregularity report (called PIR) when any type of damage is noticed. This report is filled-in by an employee of the Lost and Found department in the airport with the information provided by the passenger. The PIR is not an official complaint, it is an internal document of the airline/ handling company used to identify the luggage. The passenger must attach the RIP to the claim made in accordance with the above article, in order for it to be considered valid.

18.1.3. The airline responsibility stops in the moment the checked-in luggage is placed on the baggage belt, in the airport of arrival. Animawings will not be held responsible for luggage mistakenly identified by another passenger. The passenger who mistakenly identified the baggage is responsible for all costs incurred by both passengers involved. The authority who is in charge with these cases is the Police from the airport of arrival.

18.1.4. In case the passenger wants to contact the Lost & Found Department of Animawings, the contact details are the ones written on the PIR. In case the baggage was not recovered in the above time (max. 5 days), the passenger can contact directly Animawings.

## 18.2. LIMITATION OF ACTIONS

In accordance with the relevant European Regulations, any claim for compensation / indemnity in accordance with the Travel Terms and Conditions must be submitted within 2 (two) years from the date of arrival of the aircraft or from the date on which the aircraft was to arrive. In this case, any legal action opened after the expiration of the term provided above, is considered prescribed.

## 18.3. TIME OF RECEIVING AND OF RESPONSE TO COMPLAINTS

If the passenger has a dissatisfaction with the Animawings services, he/she can submit a request / complaint to the air carrier by using the e-mail address: [customerservice@animawings.com](mailto:customerservice@animawings.com) or by sending his/ her written complain to the below address: Anima wings Aviation SA, 4C Gara Herastru Street, Green Court Building B, 01st Floor, 02nd District, Bucharest, Romania.

The airline undertakes to reply to any type of complaints (to which all necessary documents / evidence has been attached) within 60 days of receipt.



## CHAPTER XIX. CARRIER'S ARRANGEMENTS FOR ADDITIONAL SERVICES

Based on the contract of carriage and the contractual terms between the passenger and Animawings, the company undertakes to ensure for the passenger's food and drinks, on demand and for a price, during the trip. If the airline decides for and on the passenger's behalf with a third party to supply to his/ her services, other than carriage by air, or if the airline issues a ticket or a voucher in connection with the carriage or the services (other than carriage by air) provided by a third party such as hotel reservations or car renting, in performing this Animawings acts solely as the passenger's agent. In such case, the terms, and conditions of the third party shall apply. The airline shall be liable to you only in case Animawings is guilty of negligence in connection with the conclusion of such arrangements.

## CHAPTER XX. FINAL CLAUSES

### 20.1. INTERPRETATION

The titles of each Article of these General Terms and Conditions of Carriage are for convenience only and may not be used for the interpretation of the text.

### 20.2. VALIDITY OF THE PROVISIONS

If one of the provisions of the Animawings Terms and Conditions of Travel is or becomes inconsistent with the law, inapplicable or otherwise invalid, these Animawings Terms and Conditions of Travel will be construed as if that provision was not written and the illegality and invalidity not be affected by any other provision of the Animawings Terms and Conditions of Travel.

### 20.3. CHANGE OF THE GENERAL CONDITIONS OF CARRIAGE

Animawings reserves its right to change the terms and conditions of carriage, with the preliminary notification of these changes by publishing them on the website at the section "Terms and Conditions of Carriage".

### 20.4. CHOICE OF LAW AND JURISDICTION

These Terms and Conditions of Travel are governed by Romanian law. Any disagreement between the passenger and the air carrier, in connection with or deriving in one way or another from such transport, shall be subject to the jurisdiction of the competent courts in accordance with the relevant European Regulations.

### 20.5. AIR CARRIER INFORMATION

Animawings, as an air carrier, assumes the responsibility to inform the passenger, at the time of booking, about the identity of the air carrier operating the flight, regardless of the method of purchasing the ticket. The passenger has the right to initiate a claim or to claim refunds and compensation from either the operating air carrier or the contractor air carrier. The passenger must always check the terms and conditions of the operating air carrier. The flights published on the official website <https://animawings.com/> are operated by Anima Wings Aviation S.A. or the company identified as the airline in the ticket booking process.