

## **CONTRACT OF TRANSPORTATION**

**1. DEFINITIONS** For the purpose of the present conditions, it is understood what follows for each of the terms listed below:

1.1 "Ticket" or "Transportation Ticket" is the document issued by the carrier or on the carrier's behalf through its authorized agents, being either in paper form or electronic ticket magnetically registered. The Ticket issued for traveling is an individual or collective document, which verifies the entering in a contract of air transportation and baggage control, and includes the Conditions of Contract, notices, coupons and baggage control.

1.2 "Transporter" or "Carrier" means Boliviana de Aviación "BoA", the airline that carries or commits to transport the passenger and/or his baggage in virtue of this contract or that performs any other service related to such air transportation.

1.3 "Warsaw Convention", means the Agreement for the Unification of some regulations related to the International Air Transportation of 1929 subscribed in Warsaw and the modifications introduced by The Hague Protocol of 1955 and the Montreal Protocols of 1975.

## **2. APPLICATION OF CONTRACT**

2.1. The Transportation Ticket or Electronic Ticket (E-Ticket) is a binding contract for the transportation of passengers by air, subscribed between Boliviana de Aviación "BoA" as the CARRIER AND THE PASSENGER. The latter will be subject to the legal obligations established in the Bolivian Aeronautical Law (Law 2902), the General Transportation Law (Law 165), the Bolivian Aeronautical Regulations (RAB), the Protection Act for the Rights of the Users of Air and Airport Services (D.S 285) and any other rules, or directives imposed by governmental agencies, unless in contradiction with those already pre-established. "

2.2 These rules herein are applicable to transportation service provided by "BoA. By purchasing a Ticket or accepting transportation, the passenger agrees to be bound thereby.

2.3 The contracting parties, declare that at the moment of purchase of the Transportation Ticket, or E-Ticket, they are aware of the content of this binding contract and abide by its strict compliance, with all its legal effects.

### **3. GENERAL RULES OF AIR TRANSPORTATION**

3.1 The issuance of the Transportation ticket verifies the entering in a contract and the acceptance of the conditions of the contract of air transportation of the passenger and his/her baggage subscribed between the passenger and BoA whose name appear in the Ticket. The Ticket issued in the name of the passenger is nominative, personal and non-transferable, and its issue can be made totally or partially by physical or electronic means. "

3.2.BoA reserves the unrestricted faculty to deny transportation of the passenger, in any of the segments of the itinerary, if the Ticket has been obtained infringing the law or if the means of payment has been declined, revoked or made invalid, or if the passenger does not comply with the corresponding formalities for boarding.

3.3. In the same manner, BoA will deny boarding to a passenger, or will arrange for its disembarkation, if it considers that the passenger could affect the safety of the flight or of the passengers; It will specially deny embarkation to any passenger that shows an attitude or behavior that on the ground and/or onboard the aircraft constitutes: a) an act contrary to the instructions issued by the crew of the aircraft or of any of BoA's employees; and/or b) a conduct contrary to the reasonable behavior that should be maintained by a passenger; and/or c) an infraction or offense that in the opinion of the BoA could present a risk or danger to the safety of the aircraft or of the persons or goods in the same, or that endangers or compromises the onboard order and discipline; and/or d) the showing or signs of having consumed alcoholic beverages in excess and or any psychotropic substances; and/or e) the non-compliance with any applicable law or regulation or the non-acceptance of any requirement requested by the respective governmental authority.

3.4 In case of necessity (including but not limited to an unforeseen circumstance or “force majeure”), BoA, can cancel the operation, and/or transport its passengers on other carriers, and/or change the aircraft assigned to the operation. BoA will not assume the responsibility of guaranteeing the connections contracted by a passenger with third parties. BoA’s obligation will be to inform the passenger of the transporting carrier’s name that will be operating the flight he/she is protected on. However, if at the time of reservation, the identity of the carrier be unknown, BoA will do its utmost to inform the passenger as soon as practicably possible.

3.5. Any passenger who does not show up for check-in or show up late for embarkation, may be allowed to modify its traveling dates, if allowed by the tariff paid in accordance to what is concerted in the Ticket and previously paid in Bolivian peso (peso boliviano) on domestic routes, American Dollars and/or euros on international routes. Any change of date, origin, destination itinerary of the Transportation Ticket, as well as the return of the amount paid for the same, is subject to the conditions and restrictions of the tariff contracted by the passenger; such payments of the previously mentioned amounts will have to be paid.

3.6. The Ticket is valid for a year from the date of issue, or valid until the date mentioned on the ticket for the fare paid by the passenger. After such term, or any other lesser term indicated in the conditions of the tariff, the Ticket cannot be used.

3.7. The Ticket can be used on a Carrier distinctive of that of the issuance of the Ticket, only when approved and authorized by the interline agreements, form of payments and tariff regulations.

3.8. It is of the exclusive responsibility of the passenger to find out, obtain and comply with the travel requirements imposed by any authority and must present the identification and exit documents, transit, entry, visas, vaccines and others required depending on the destination, and the Carrier will have no responsibility for the delays or denials of embarkation to the passenger associated or derived of the non-compliance of the passenger with this obligation. The Carrier will deny embarkation to those

passengers that do not present the required documentation or whose identity does not correspond to the one indicated in the Boarding Pass, without ulterior responsibility for the Carrier.

3.9. The passenger must be present at the Carrier embarkation counter or check-in, at the time indicated by the Carrier, in order to comply with the departure formalities; this anticipation will be not less than one (1) hour for domestic flights, two (2) hours for flights within the American Continent and three (3) hours for flights to Europe and Asia, before the time set for the flight departure.

3.10. BoA commits to make every possible effort to transport the passenger and his/her baggage with reasonable punctuality. The times indicated in the Transportation Ticket or in any other publication are not guaranteed as far as their observance since there can be reasons of occurrences of “force majeure”, safety or other extraordinary circumstances. BoA will adopt all possible reasonable measures to avoid delays in the transportation of the passengers and baggage. BoA does not assume responsibility to guarantee the connections, for reasons beyond his control, its obligation only being the transportation of the passenger from the point of origin to destination.

3.11. In situations whereby there be a need to transport passengers with disabilities or illnesses or with necessity to be transported with an assistance, passengers should notify and obtain information with the necessary anticipation about the requirements or special conditions to the transportation that must be complied with and coordinated before the acceptance of such passengers for their embarkation. The non-compliance of such requirements will release the Carrier of any responsibility in case it denies the embarkation for not having complied with the current norms and/or policies of the company on this matter.

3.12. The passenger may retract from traveling in the following case: The Transportation Ticket refund, in case the passenger requests it, will be subject to the conditions of tariff and according to the internal policies of the Carrier, the same that have to be known by the corresponding authority.

3.13. Pregnant women in their seven (7) month, and unless travel is strictly necessary, will have to provide a doctor's certificate stating that the doctor has examined and found the passenger to be physically fit for air travel to and from the destination requested on the date of the flight, thus declining all responsibility on the Carrier for any further issue that may arise from the transportation of such passenger during the flight.

#### **4. REGULATIONS FOR BAGGAGE TRANSPORTATION**

4.1 Only the personal effects necessary for the trip will be considered as Baggage.

4.2. The passenger cannot check-in the baggage to be transported on any other flight other than the one he/she is going to board.

4.3 The Carrier will not check-in the baggage to a destination other than the one that appears in the passenger's ticket.

4.4 The passenger must comply with the maximum weight, measurements and maximum permitted allowance by the Carrier; the baggage allowance and the payments or overcharges for excess baggage should be mentioned in the passenger's ticket, and the passenger obliged to pay according to the Company policies.

4.5. The allowed baggage may vary depending on the conditions of the tariff, cabin and route, and will be expressed in pieces or kilograms. BoA reserves the right to change such allowances and the size of the baggage.

4.6. As a precaution and for safety, only one piece of baggage is allowed in the cabin, with dimensions and weight that allow them to be placed in the overhead compartments of the aircraft or under the seat.

4.7. The checked baggage will be delivered to the bearer of the baggage ticket, unless proven otherwise. In case of damage to the baggage during transportation, a written claim must be made immediately following the discovery of the damage and before leaving the terminal area.

4.8. In compliance with national and international regulations, the Carrier will deny the transportation, as baggage (carry-on or checked-in), of those articles and dangerous substances that could constitute a risk to the health of the passengers, flight safety or property itself; thus allowing the security personnel at the airport to retrieve the articles and dangerous substances transported by the Passenger or in its carry-on baggage with the purpose to make them available to the corresponding authorities in accordance with the local regulations in this respect.

4.9. The baggage to be carried by BoA must be in good conditions before being handed out to the Carrier for transportation. The Carrier shall have no liability where Damage resulted from the inherent defect, quality or vice of the Baggage.

4.10. The passenger has the right to carry with him/her and on board the flight he/she has been checked-in, the quantity and weights established by the Carrier; unless the carrier is compelled to leave the luggage behind for unforeseeable reasons. Such situation will have to be communicated to the passenger.

4.11. The passenger has the obligation to identify his/her baggage with a baggage tag with his/her name, country and city of residence and telephone numbers, so that the baggage be identified in case of the loss of the baggage tag or any other circumstances.

4.12. BoA will not be held liable if the passenger includes in his/her checked baggage fragile articles, perishables, valuables (money, jewelry or precious metals), electronic devices (cameras or video cameras, computers, cellular telephones), medicines, passports and other identification documents, negotiable papers, securities or other valuables, share certificates, bonds and other valuable documents.

## **5. LIMITS OF RESPONSABILITY**

5.1 If the passenger's trip originates and ends within the Plurinational State of Bolivia, the transportation service and the responsibility limits will be regulated by the applicable legislation within that very same State. In

the case of international trips, the Warsaw Convention or any other applicable international norm recognized and in vigor in our Plurinational State of Bolivia will apply, as it corresponds. These conventions and regulations will control, when it corresponds, the limits and responsibility of the Carrier for death or personal injuries to the passenger and for the loss, delay or damage to the baggage.