

AIR TRANSPORTATION CONTRACT FOR THOSE FLIGHTS OPERATED WITHIN THE PLURINATIONAL STATE OF BOLIVIA

I. DEFINITIONS

- 1.1. "Ticket" or "Travel Ticket", is the arrangement of documents that make up the array and conditions of the Air Transport Contract and baggage control which is made up by all or some of the following documents; (i) Terms and conditions of the Air Transport Contract; (ii) Regulations contained in a document named Purchase Information (*Información de su compra*) submitted by the company or trip details submitted by any ticket office; (iii) an Electronic Ticket magnetically recorded; (iv) Specific applicable conditions in accordance to the fare paid by the passenger; (v) the Boarding pass; and (vi) Communications and Contract Fares recorded before the Aeronautics Authority of those countries that may request them.
- 1.2. "Carrier" is the airline that transports or promises to transport the passenger and his/her baggage according to this contract, or that serves the passenger in any other way related to the air transportation.
- 1.3. "SDR" Special Drawing Rights ("*DEG*" *Derechos Especiales de Giro*) as defined by the International Monetary Fund.

II. REGULATIONS

2.1. The passenger is obliged to fulfill and obey – without any objection – the regulations set forth by the General Law of Transportation (*Ley General de Transporte*) No. 165; Bolivian Civil Aviation Law (*Ley de la Aeronáutica Civil de Bolivia*) No. 2902; Regulation of the User Rights of Air and Airport Services (*Reglamento de Protección de los Derechos del Usuario de los Servicios Aéreo y Aeroportuario*) approved through Supreme Decree No. 285 dated September 9th, 2009 which make up this contract as well as those regulations and company policies established by AMASZONAS S.A.

2.1.1. "General Law of Transportation (*Ley General de Transporte*) No. 165": Sets forth general transportation regulations within the Plurinational Estate of Bolivia.

2.1.2. "Bolivian Civil Aviation Law (*Ley de la Aeronáutica Civil de Bolivia*) No. 2902": Sets forth specific regulations for air transport services within the State of Bolivia.

2.1.3. Supreme Decree No. 285 Regulation of the User Rights of Air and Airport Services (*Reglamento de Protección de los Derechos del Usuario de los Servicios Aéreo y Aeroportuario*): Approves and sets forth rights and obligations for airlines, airport authorities and passengers – air transportation service users.

2.2. The passenger is obliged to become familiar, fulfill and obey – without any objection – the international regulations related to air transportation.

2.2.1. "Warsaw Convention": Agreement for the standardization of regulations related to International Air Transportation signed in Warsaw in 1929, modifications introduced by the 1955 Hague protocol and 1955 Montreal Protocols.

2.2.2. "Montreal Convention": Agreement for standardization of certain regulations for International Air Transportation signed in Montreal, Canada on May 18th, 1999.

III. TICKET AND ELECTRONIC TICKET (E-TICKET)

3.1. This travel ticket or electronic ticket (e-ticket) is an Air Transport Contract subscribed between COMPAÑÍA DE SERVICIOS DE TRANSPORTE AÉREO AMASZONAS S.A. and THE PASSENGER which is subject to the regulations established by The Montreal Agreement or Warsaw Agreement as well as other applicable regulations in the departure or destination countries. It sets the conditions under which the service is provided by the enterprise and implies the knowledge and the passenger's acceptance of **AMASZONAS S.A.**'s Regulations and conditions established therein. Thus, the user must verify all the information recorded in the official invoice as well as the conditions set in the Air Transportation Contract at the moment of reception and before flying.

3.2. The travel ticket is a physical, personal, untransferable and nonnegotiable document. No passenger may travel without his/her corresponding travel ticket.

The electronic ticket (e-ticket) is a virtual document that represents a paid and confirmed reservation. In that sense, no passenger may travel without an identification that bears a current photograph of the passenger. This document allows AMASZONAS to confirm the identity of the passenger. To that extent, the accepted documents are the Identification Card and the Passport. Change of names or service transfers are not allowed.

3.3. In case of alteration, amendment, scratch, modification, electronic fraud or when the travel ticket or electronic reservation is used fraudulently by a person that is not the holder, **AMASZONAS S.A.**, may void and seize the travel ticket or cancel the electronic reservation without any refund.

3.4. In case electronic purchases made with bogus credit cards are verified by the company, AMASZONAS S.A. will file legal actions for damage and will deny the passenger to embark any of its flights.

3.5. The company does not take on any responsibility in case of loss of the travel ticket or in the cases described in 3.3. and 3.4. above.

3.6. To change ticket route(s) and/or date, the passenger must pay a pre-establish tariff published by AMASZONAS S.A. and with proper written authorization of the official ticket holder or confirmed e-ticket reservation.

3.7. It is the passenger's responsibility to provide AMASZONAS S.A. accurate personal information as well as contact information in the departure city in case of one-way tickets (OW) and departure and arrival cities for round trip tickets (RT). In case of incorrect or incomplete information is provided, AMASZONAS S.A. will not be liable to inform the passenger of changes that may occur.

3.8. E-tickets are official invoices, so it is the passenger's responsibility to provide true and correct information for ticket issuance because once a ticket is issued (printed), no changes can be made to it.

3.9. AMASZONAS S.A. cannot update or modify routes or dates on tickets issued by companies with whom it does not have commercial agreements; in such cases, the passenger should turn to the ticket issuer for that kind of services.

3.10. AMASZONAS S.A. policies command that air tickets must be used in the sequence they were originally booked/purchased; otherwise, the changes will be charged to the passenger in accordance with to the company's tariffs.

3.11. For special products such as frequent passenger, the user is to accomplish the company's policies and conditions of use.

3.12. For special services such as pet transportation, special baggage, ill passengers, etc., the user must get information at www.amazonas.com and notify the airline and make a reservation at least 24 hours in advance; otherwise, the airline might deny embarkation.

IV. PASSENGER EMBARKATION

4.1. The international flight passenger must check in at the departure airport, at least two hours (2) before the flight's departure time in order to meet the requirements, procedures and legal formalities requested by the migration, narcotics, customs and other authorities before boarding. The documentation for the flight is closed thirty minutes (30) before the flight's scheduled departure time; therefore, the space reservation of the passenger that does not check in until that time will be automatically cancelled without any responsibility on **AMAZONAS S.A.** For those passengers with "WEB CHECK IN" service carrying baggage to be checked, the time frame for check in is one hour and twenty minutes (01:20) before the flight's departure time and one (1) hour before the flight's departure time at the pre-boarding area (as long as the airport authority allows this time frame) if no checked baggage is being carried bearing two copies of the boarding pass. In every case, the migration forms must be filled out appropriately before proceeding to the pre-boarding area.

4.2. The transportation will be from airport to airport, according to the itinerary established in the travel ticket or electronic ticket (e-ticket), among the places and dates specified in the mentioned documents.

4.3. It is the passenger's obligation to fulfill all the government requirements for any flight, to have ready available identification documents, corresponding entry and departure permits, visas and others as well as to check in at the time specified by AMASZONAS S.A. which is the minimum time to complete all the 4.4. AMASZONAS S.A. has the privilege to refuse or interrupt transportation without liabilities of passengers: (a) with health problems; (b) under the influence of alcohol or evident signs of intoxication that may risk the security of the flight or security of other passengers; (c) who do not fulfill the government requirements for the flight, or do not bear the entry and/or departure permits, visas and any other health or migratory requirements; or (d) who fail to check in at the time required by AMAMSZONAS S.A. to complete all the embarkation procedures described on this contract or to be at the boarding area as stated on the boarding pass.

4.5. AMASZONAS S.A. has the privileges of denying transportation of any person who had acquired a ticket in violation of the applicable law, carrier fares, rules and regulations.

V. FLIGHT AND ITINERARY FULFILLMENT

5.1. It is clearly established that the indicated hours in the schedule/itinerary or in any other place are not guaranteed nor are part of this Air Transport Contract; **AMAZONAS S.A.** may modify the schedule stated in the travel ticket if needed without an advance notice.

5.2. In case of total or partial cancellation of flight due to changes and delays resulting from unforeseen superior force events such as: adverse atmospheric conditions, social commotion, acts of terrorism or sabotage, accidents in the airport that interfere with aerial operations, technical contingencies that are not attributable to preventive maintenance, flight replanning any other fact that prejudices the normal operations that may not be controlled directly by the operator, related to air transport, **AMAZONAS S.A.**, will apply current regulation to provide additional services.

5.3. If the reservation is confirmed (OK) or reconfirmed, the passenger may cancel it, without any additional fee, previous notice to **AMAZONAS S.A.**, of at least seventy-two (72) hours in advance to the hour stated in the itinerary of the flight. If the passenger omits the pre-notice during the established term he/she must cede to **AMAZONAS S.A.** – as a compensatory fee for damages – a current monetary penalty according to the paid fare. Promotional fares are not subject to refund and might create additional fees or penalties as well as the payment of tariff difference.

5.4. AMAZONAS S.A. passengers are obliged to confirm and reconfirm flights at least twenty-four (24) hours before the flight both at departure and destination. In case this is not done, AMAZONAS S.A. might freely and without liability use the unconfirmed space.

VI. CHECKED AND CARRY-ON BAGGAGE

6.1. The ticket or e-ticket grants THE HOLDER the right to transport checked baggage in the flight being flown to a limit of 20 Kg (44 Lbs.) for adult passengers and 10 Kg (22 Lbs.) for children. The excess baggage transportation is subject to space available, applicable fee payment calculated on the ticket or e-ticket fare.

6.2. AMAZONAS S.A. liability is limited to seventeen (17) Special Drawing Rights (*"DEG" Derechos Especiales de Giro*) per kilogram of checked baggage to the maximum weight established by current regulations. If destruction, loss or damage were partial, the compensation would be paid according to the recorded checked baggage weight. Bearing in mind that it is the passenger's obligation to declare his/her belongings and valuables carried in the baggage. If the passenger wishes to ensure his/her baggage for a higher value accepted by the airline, he/she should get an insurance policy on his/her own at any insurance company.

6.3. The allowed carry-on baggage is limited to 3 Kg (7 Lbs.) and it must not exceed 30cm x 20cm x 27cm (12" x 7" x 11"). In case these dimensions or weight are exceeded, the baggage will not be transported and the passenger is liable for this event. The carry-on baggage vigilance is of entire responsibility of the passenger.

6.4. It is the passenger's responsibility to carry his/her belongings in suitcases or properly packed for its transportation, otherwise the airline might deny its transportation. AMAZONAS S.A. will issue the passenger two baggage tickets per each checked piece, one for the passenger and one for the airline.

6.5. At destination, the airline will hand over the baggage to the passenger only after he/she has shown the corresponding baggage ticket. If the baggage ticket is lost or stolen, AMAZONAS S.A. will not be able to hand over the baggage nor will it be liable for handing it over to the person who bears the corresponding baggage ticket.

6.6. In reference to passenger accidents, AMAZONAS S.A. is only liable for those that occurred during boarding, flight and/or deplaning as long as the passenger reports this occurrence to **AMAZONAS S.A.** before leaving the disembarking area. In terms of baggage damage, AMAZONAS S.A. is only liable for damages that occurred while the baggage is in effective custody of the airline. AMAZONAS S.A. is not liable for any passenger accident or baggage damage occurred while the passenger and his/her baggage are commuting from the city to the airport.

6.7. In case the baggage is damaged, the passenger must file a written claim to AMAZONAS S.A. as soon as possible he/she notices it and before leaving the disembarking area. If the passenger fails to do so, AMAZONAS S.A. will not be liable for damages or theft according to current regulations.

6.8. AMAZONAS S.A. in fulfillment of current aeronautical regulations is not liable for lost and/or damaged electronic appliances, fragile items, currency, medicine, jewelry, mobile phones, and documents in general. These items must at all times remain under the passenger's custody in his/her carry-on

baggage. Valuables will be transported only with a value statement. AMASZONAS S.A. in order to transport valuables requires an insurance policy and/or additional security measures. AMASZONAS S.A. may refuse to accept a value statement when part of the transportation is to be made by a different carrier. Fragile or perishable items, currency, jewelry, precious metals, negotiable notes, property titles, commercial documents, passports and other identification documents or samples could be accepted as declared baggage in accordance with current regulations; otherwise, they will be accepted as checked baggage and will be compensated according to current regulations.

6.9. In case of delayed baggage hand over, the only payment AMASZONAS S.A. will pay is a maximum amount of seventeen (17) Special Drawing Rights (*"DEG" Derechos Especiales de Giro*). The airline will not accept other receipts or expenses that sum up more than 15% of the baggage whose calculated value is based on the weight described in 5.8. above.

6.10. AMASZONAS S.A. does not take on liability for damages occurred as a result of baggage screening by security, customs and/or narcotic authorities, either at departure or destination airports. In such cases, AMASZONAS S.A. will only coordinate the claim before the corresponding authority.

6.11. AMASZONAS S.A. will not be liable for retained or seized baggage by any authority or by any other carrier with whom the airline has transportation agreements.

VII. ACCIDENT COMPENSATIONS

7.1. In reference to passenger accidents, AMASZONAS S.A. is only liable for those that occurred during the flight, while boarding and/or deplaning. In terms of baggage damage, AMASZONAS S.A. is only liable for damages that occurred while the baggage is in effective custody of the airline. AMASZONAS S.A. is not liable for any passenger accident or baggage damage occurred while the passenger and his/her baggage are commuting from the city to the airport.

7.2. In case of passenger injury or death, AMASZONAS S.A. liability is limited to a maximum of Thirty-two thousand five hundred (32500) Special Drawing Rights (*"DEG" Derechos Especiales de Giro*) or its equivalent to US Dollars. The premium will be paid through the airline's insurer company and in accordance with its conditions, procedures, terms and deadlines stated on the insurance policy.

VIII. REFUNDS

8.1. AMASZONAS S.A. will process ticket refunds as long as their initial sequence is "464#####" and current regulation allows such transaction. Promotional and reduced fares are not subject to refunds which must be verified by the passenger at the moment of purchase. In case of combined fares, refunds will be based on the most restrictive fare. Any other case will be evaluated and processed by the airline's policy.

8.2. AMASZONAS S.A. will not process refunds to those tickets issued by operators with whom it has agreements. In such cases, the passenger must turn to the ticket issuer in order to claim a refund.

8.3. AMASZONAS S.A. – previous evaluation – will determine acceptance of refund applications applying 85% deduction for administrative expenses based on the net fare (free of tax and issuance fees), agency commissions (if applicable) and the commission on credit card payment. The refund process must not take more than six (6) months from the application date made by the invoice holder and based on the payment method. Every refund application must state the ticket(s) number(s) and state the reason of refund with backup documents the passenger might deem useful.

8.4. The ticket/e-ticket fare are valid for use for a period of ninety (90) days starting the purchase date unless otherwise stated on the ticket itself, on the airlines' fare manuals, on the terms and conditions of transportation or on the applicable regulations and current fare conditions.

8.5. For modifications or updates, tickets or e-tickets are valid for maximum eleven (11) months starting the purchase date. Tickets or e-tickets are valid for one (1) year for use. This validity cannot be extended, so unused tickets/e-tickets monetary value will be credited to AMASZONAS S.A.