

CONTRACT OF AIR TRANSPORTATION OF PASSENGERS AND LUGGAGE IN BOLIVIAN AVIATION “BOA”

1. DEFINITIONS

For the purposes of these conditions, the following will be understood for each of the following terms:

1.1 “Ticket” or “Ticket Passage” is the one issued by the carrier or its authorized agent in physical or electronic form. The ticket is a document of individual or collective transport, which gives an account and makes full faith of the celebration and the conditions of the contract of air transport and baggage control.

1.2 “Carrier” or “Transporter”, means Boliviana de Aviación “BoA”, the airline that undertakes to transport the passenger and / or their luggage under this contract or perform any other service related to such air transport.

1.3 “Warsaw Convention” means the Convention for the Unification of Certain Rules Relating to International Air Transport of 1929 signed in Warsaw and the amendments introduced by The Hague Protocol of 1955 and the Montreal Protocols of 1975.

2. CONTRACTUAL PROVISIONS

2.1. The present Ticket or Air Ticket (E-Ticket), is an adhesion contract for the transport of passengers by air, signed between Boliviana de Aviación “BoA” as CARRIER AND THE PASSENGER. The same will be subject to the legal provisions established in the Law of Civil Aeronautics of Bolivia (Law 2902), General Transportation Law (Law 165), the Bolivian Aeronautical Regulation (RAB), Regulation of Protection of the Rights of the User of the Air and Airport Services (DS 285), and other legal provisions in force, as long as they do not contravene those already established.

2.2 This agreement establishes the conditions to which the transportation service provided by “BoA” will be subject, which implies the knowledge and acceptance of the passenger.

2.3 Likewise, the contracting parties declare that at the moment of the purchase of the ticket or e-ticket they have learned and know the tenor and content of this adhesion contract, obliging themselves to faithfully and strictly comply with all its legal effects.

3. GENERAL RULES OF AIR TRANSPORT

3.1 The issuance of the Ticket Passage attests to the celebration and acceptance of the conditions of the passenger transport contract and their baggage by air, between BoA and the passenger identities that are inserted in the Passage Ticket. The name of the passenger inserted in the Passage Ticket turns out to be personal and non-transferable, and can be issued by mechanical and / or electronic means.”

3.2 BoA may deny boarding of the passenger, if it is found that the Passage Ticket has been obtained by unlawful or fraudulent means, or if the means of payment used has been fraudulent, rejected, or does not comply with the formalities for boarding.

3.3 Likewise, BoA may deny the boarding of a passenger, or arrange their disembarkation, if it considers that the passenger could affect the safety of the flight and / or of the passengers, when any attitude or behavior contrary to morality and behavior is presented. good customs, either on the ground or on board the aircraft, which may be: a) acts contrary to the instructions given by the crew of the aircraft

or any of the employees of BoA; b) demonstrate a behavior contrary to the good behavior and order that a passenger must maintain; c) Commits an infraction or offense that, in the opinion of BoA, could endanger or risk the safety of the aircraft, the persons or property therein, or jeopardize or compromise good order and discipline on board; d) have signs of having ingested alcoholic beverages in excess and / or some psychotropic substance; e) for failing to comply with any order or requirement of the State's authority.

3.4 In case of situations of force majeure or fortuitous event, BoA may cancel the operation, transport its passengers by other transporters and / or change the aircraft intended for the operation. BoA will not assume the responsibility of guaranteeing the connections contracted by a passenger with a third party. BoA must inform the passenger of the identity of the company that will operate the flight. If the identity of the operating company was not known at the time of booking, BoA undertakes to inform the passenger as soon as the identity of the same is known.

3.5 Any passenger who does not arrive to travel or who arrives late for their boarding, may modify their date of flight, as long as the rate paid in accordance with the provisions of the Ticket allows, upon payment of the penalties established in accordance with said rate, amount that can be translated into Bolivians on national routes, in US dollars, and / or euros on international routes. Any change of date, origin, destination, itinerary of the Passage Ticket, as well as the return of the net value paid for it, is subject to the conditions and restrictions of the fare contracted by the passenger, upon payment of the amounts described above.

3.6 The Ticket Pass is valid for one year from the date of its issuance or valid until the date that specifically indicates the fare purchased by the passenger; the fare does not determine the validity of the ticket as a document. Once said term has elapsed, or any other term indicated in the tariff conditions, the Ticket may not be used.

3.7 The Passage Ticket will be valid for a carrier different from the one that issued it, as long as the interline agreements, the payment method and the tariff regulations authorize it.

3.8 It is the exclusive responsibility of the passenger to obtain and comply with the requirements for travel imposed by any authority and must present identification, departure, transit, entry, visas, vaccines and other documents required depending on the destination, without the Carrier assumes any responsibility for delays or refusals of boarding suffered by the passenger associated or derived from the breach by the passenger of the previous obligation. The Transporter will deny boarding to those passengers who do not present the necessary documentation or whose identity does not correspond with the one indicated on the Board of Shipping or Pass on Board, without any responsibility for the Carrier.

3.9 The passenger must appear at the airport in the Transporter's counters, at the time indicated by the Carrier, in order to comply with the departure procedures, which may not be less than one (1) hour for domestic flights of two (2) hours within the American continent, and three (3) hours in advance, for flights to Europe and Asia, at the time set for the departure of the flight.

3.10 BoA is committed to making every effort to carry the passenger and baggage with reasonable punctuality. The hours indicated on the Passage Ticket or in any other publication are not guaranteed in terms of compliance as they may vary due to reasons of supervening force majeure, security or other extraordinary circumstances. BoA will adopt all reasonable and possible measures to avoid delays in the transportation of its passengers and luggage. BoA does not assume the responsibility of guaranteeing the connections, for events that are not attributable to it, being the obligation of the latter, to transport the passenger from the point of origin to destination

3.11 If situations arise in which passengers with some degree of disability are required to transfer, or require special attention due to illness, they must notify and obtain prior information from the Transporter, so that the Transporter can make certain requirements or special transport conditions that must be met and coordinated before acceptance of such passengers for boarding. Failure to comply with this requirement, the Carrier will be released from any liability in case it denied boarding for not having complied with the rules and / or policies of the company.

3.12 The passenger may cancel the trip, in the following cases: The return of the passenger ticket, if that is requested by the passenger, subject to the conditions of the rate and according to the internal policies of the air carrier, of which must be brought to the attention of the Competent Authority.

3.13 Women in pregnancy should not travel by air, if the pregnancy period exceeds seven (7) months, unless the trip is strictly necessary, in which case they must sign a document, endorsed with a medical certification, about your aptitude for the trip, unloading the responsibility of the transporter before any eventuality that arises due to its state during the flight.

4. RULES FOR THE TRANSPORT OF LUGGAGE

4.1 Baggage means only the personal effects necessary to make the trip.

4.2 The passenger will not be able to check the baggage to be transported in any other flight that is not in which he will board.

4.3 The Carrier will not register the baggage to a destination other than the end shown on the Passage Ticket.

4.4 The passenger must transport their luggage according to the weight, measures and maximum baggage allowed by the Carrier, counting with franchise in quantity and weight inserted in the Passage Ticket, if there is excess amount and / or weight, the passenger must make payment according to the policies of the company.

4.5 The baggage allowed may vary according to the conditions of the fare, cabin and route, and will be expressed in pieces or kilos. BoA reserves the right to alter these franchises and the dimensions of the luggage.

4.6 As a precaution and security, only one piece of carry-on baggage can be carried in the cabin, with dimensions and weight that allow it to be placed in the upper compartments of the aircraft or under the seats.

4.7 Checked baggage will be delivered to the bearer of the baggage check, unless proven otherwise. In case of damage to luggage during transport, the claim must be presented immediately after the damage is discovered and before leaving the air terminal.

4.8 In compliance with national and international provisions, the Carrier may deny transportation as baggage (hand or invoiced), if within them are found or are detected articles and / or dangerous substances that may constitute a risk to the health of passengers, the safety of the flight or the same aircraft, the airport security personnel must remove the dangerous goods and substances transported by the passenger in their carry-on baggage, in order to make them available to the respective authorities in accordance with the legal provisions applicable to the particular case.

4.9 The luggage to be transported by BoA must be in good condition before being delivered to the

transporter.

4.10 The passenger has the right to carry with him and on the same flight, the amount of luggage and weight established by the carrier; except in cases of force majeure in which the latter was forced to delay luggage, a situation that must be communicated to the passenger in a timely manner.

4.11 The passenger has the obligation to mark his luggage with his name, country, city and telephone number, in order to identify him in case of loss of the check or by any other circumstance.

4.12 BoA is not responsible if the passenger includes in its registered baggage, fragile, perishable, valuable items (money, jewelry, stones or precious metals), electronic devices (photo or video cameras, computers, mobile phones), medicines, and documents of identification, negotiable, titles or other values, among others.

5. LIMITS OF RESPONSIBILITY

5.1 If a passenger's journey starts and ends within the Plurinational State of Bolivia, the transportation service and the limits of liability will be regulated by the applicable legislation in the same State. In the event that a passenger's trip has the character of international, the Warsaw Convention or any other international legal provision in force in our Plurinational State of Bolivia will apply. These conventions and legal provisions will regulate, when appropriate, the limits of liability of the Carrier for death or personal injury of the passenger and the loss, delay or damage of the baggage."

