Air-Berlin GmbH \& Co. Luftverkehrs KG Saatwinkler Damm 42-43 13627 Berlin

Bei Rückfragen Service-Telefon
01805737800
( $0,12 € / \mathrm{min}$.)
MR
ALEXANDER KANAVIN
MECHELININKATU 1C A11
00180
HELSINKI
FINNLAND

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I NVOI C E A N D C O N F I RMA T I ON :
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Trav.Agency : AIR BERLIN / Internet ENDKUNDEN ENGLISCH-AB-TIX
Transaction/inv. no. : 9049460/3 Invoice date : 09.05 .06
Customer : KANAVIN, ALEXANDER A799335 Flightdate : 13.06 .06
E-Mail : AK§SENSI.ORG
E

The flight schedule as shown below is subject to change.
OUTWARD: 13.06.06 HELSINKI - BARCELONA
RETURN: 21.06.06 BARCELONA - HELSINKI


Kerosene surcharge 1 PERS: 18.00 EUR
steuerfrei 3b Abs. 1 iVm. 26 Abs. 3 UStG
*** AB-TIX - ELECTRONIC TICKET!
Please keep your booking reference and
your valid ID or passport ready for
check in.
Seat reservation(s) 1 POS.: 16.00 EUR
16 \%VAT: 2.21EUR NET: 13.79EUR
EXCESS BAGGAGE FEES ARE TO BE PAID
AT THE AIRPORT.
ALL FLIGHTS ARE NON-SMOKING FLIGHTS.
SITZR. NETTOB: 13,79 16\% MWST: 2,21
SITZPLATZ 2F-3F/2F-2A

ALREADY PAID
TOTAL VAT 16 \%:
TRAVELLER ..... AGE ..... AGE

1 MR KANAVIN, ALEXANDER 27
Please note, in case of cancellations (our general conditions of contract-paragraph 5) the refund of any overpaid amount will be automatic to your original form of payment. The deposit of 326.00 EUR has already been paid. All payments will be charged to your credit card EC53532990xxxxxxxx.

Please confirm your return flight between 48 and 24 hours prior to your departure, stating your booking number. From abroad: (+49) 30-41021021 --- From Germany: 030-41021021

If you use our Service "ticketless flying", your data will be held electronically in our check-in system.

Please ensure that all travellers carry a valid photo ID. Final check in: 60 minutes prior to departure. For any enquiries please contact our serviceteam at 08707388880 (GB) or 01805737800 seven days a week, 24 hours a day. Thank you for booking Air Berlin. We wish you a pleasant flight with us.

Our terms and conditions apply. You can find them in the Air Berlin timetable or on the internet on airberlin.com.

Mitglied Sitz der Gesellder IATA schaft Berlin HRA: 23373
USt-ID: DE 136662780

PHG: AIR BERLIN Beteiligungs GmbH HRB: 38364

Geschaeftsltg: Commerzbank AG Joachim Hunold BLZ 10040000 Elke Schuett Kto 2171221 Karl Lotz Swift COBADEBB

Date issued: 01.10.2005

1. Contract

This contract comes into existence with the booking and delivery of the confirmation of booking.

## 2. Prices/payment

The services and prices shall apply as confirmed with the booking. After the contract has been concluded, the Airline is entitled to amend the price of the flight in the event of any change in fuel costs or charges for particular services, such as airport or security charges, or in the event of changes in exchange rates, where such changes amount to at least $10 \%$ of the unit price. Such amendments are permissible provided that the period between the conclusion of the contract and the agreed date of travel is greater than four months and that the Airline informs the passenger of the amendment as soon as it becomes aware of such changes. In the event of a seat-related increase in costs of carriage (e.g. fuel costs), the Airline may demand payment of the increased amount; otherwise the additional costs of carriage shall be divided by the number of the seats on the aircraft and the resultant increase applied as a charge to each individual seat. If charges such as airport charges, payable by the Airline, are increased, the price of the flight may in turn be increased by the appropriate proportionate amount. In the event of a change in exchange rates after the contract of carriage has been concluded, the price of the flight may be increased in line with the amount by which carriage has become more expensive for the Airline. A price increase may only be demanded up to 21 days before the agreed departure date. If the price increases applied after conclusion of the contract amount to more than $5 \%$ of the total flight price, the passenger is entitled to withdraw from the contract without incurring any expense. In the event of any reduction or cancellation with regard to taxes, charges or costs that are not included in the price of the flight but that have already been paid, the additional amount will be refunded.
All payments are to be made either by a credit card accepted by the Airline or by direct debit from a German, Austrian or Dutch bank account to be specified by the person making the booking. The passenger may pay the entire cost of travel in cash, but only at an Air Berlin/NIKI ticket desk and on the day of booking. In each case the full amount is to be paid. An advance payment in cash will not be accepted. The payment may not be collected by an intermediary. If a credit card company or a bank should refuse to settle the debt arising from the contract, the Airline shall be entitled to withdraw from the contract after setting a date for payment, and to cancel the booking. In such an event a handling charge of 25 EUR (rounded amount in local currency: approx. 21 GBP ) per passenger will apply.

## 3. Travel documents

Passengers using our AB-TIX service (e-tickets) will receive confirmation of their booking by post or email and can collect their boarding card for the booked flight on presentation of a valid identification card or passport and the booking reference at the check-in desk. Passengers booking through a travel agent can collect their tickets from the travel agent within twenty days of departure. If the travel agency does not issue tickets and in all other cases, passengers will either be sent their tickets by post (approx. 10 days prior to departure) or, if posting the documents no longer appears a reasonable option (especially for addresses outside Germany), passengers can collect their tickets from the Air Berlin / NIKI ticket desk on presentation of a valid identification card or passport and their booking reference. Passengers will not be allowed to board without a valid document (or without AB-TIX). If replacement documents have to be issued for reasons beyond the Airline's control, a fee of 25 EUR (rounded amount in local currency: approx. 21 GBP) will be charged for each replacement document.
Every passenger is responsible for observing all legal provisions pertinent to undertaking the journey (e.g. passport, visa and health regulations, including those regarding accompanying pets) as well as for ensuring that the travel documents are complete. In the event of non-compliance, the Airline is entitled to refuse carriage and to charge the passenger for all resultant costs and damages.
4. Rebooked flights

A flight is considered to be rebooked if, prior to any individual departure, the date of departure, the destination, the departure airport for the outward and/or return flight, as applicable, is changed at the passenger's request and while seats are still available. The passenger name may only be changed up to two hours prior to departure of the first leg of the flight.
In the event of a flight being rebooked and/or the name of the passenger being changed, the difference between the original fare and the possibly higher current fare must be paid; if a flight is changed to one with a lower-cost fare, rebooking is only possible at the original price of the flight. However, a charge of 25 EUR (rounded amount in local currency: approx. 21 GBP) per passenger will always apply. Rebooking involving flight and/or name changes may also be arranged by telephone. Rebooking to a later flight is only possible - subject to local authority approval at the destination - if the rebooked date is no more than 365 days after the date originally booked. If a flight is changed on and for the date of departure, the rebooked flight must be within 24 hours of the originally booked departure or the next departure after the originally booked flight. Once the time of the booked outbound flight has elapsed, the flight may not be rebooked in the name of another person and no name changes will be allowed. No refunds will be paid for unused flights. Rebooking fees, i.e. fees for change of flight and/or passenger name, may only be paid by approved credit cards or by direct debit. Rebooking fees are not charged for infants (babies). Discounts do not apply to rebooking fees. Corporate tickets (CompanyFlexFare) can only be cancelled and/or rebooked free of charge and without incurring any additional cost up to two hours before the departure, otherwise no refund applies.
5. Withdrawal from the contract by the passenger/cancellations

If a booked flight or other confirmed service (e.g. seat reservation, carriage of pets, special reservations) is cancelled, the Airline must be informed of this in writing, quoting the booking reference, before the passenger embarks on the journey. Notification may be made by fax to +49 (0) 30-41 021003 or by letter sent to Air Berlin, Service Team, Saatwinkler Damm 42-43, D-13627 Berlin, Germany. The decisive date is the date of receipt at Air Berlin. Cancellation is no longer possible once a passenger has embarked on a journey. In the event of cancellations, the Airline is entitled to charge each passenger the following amounts without any further proof being required, with a minimum charge of 25 EUR (rounded amount in local currency: approx. 21 GBP) being applicable to the cancellation of flights:

Up to 21 days before departure 20 per cent of the fare
Up to 14 days before departure 30 per cent of the fare
Up to 7 days before departure 40 per cent of the fare
Up to day of departure 50 per cent of the fare
On the day of departure 100 per cent of the fare (net)
In calculating the cancellation fees, the Airline has taken into consideration the customary savings on expenses and any other customary utilisation of the service booked. Under German law the passenger is free to prove that the Airline has suffered no or significantly lower damages than the cancellation fee claimed. This also applies if the passenger fails to arrive for the flight at the time stated or is excluded from the flight for not producing a complete set of travel documents. If a residents discount (Balearics) has been claimed, the cost of cancellation will be calculated on the basis of the full flight price. Passengers are recommended to take out insurance for travel cancellation costs. Corporate tickets can only be cancelled and/or rebooked free of charge and without incurring any additional cost up to two hours before the departure, otherwise no refund applies.
6. Changes/changes in departure times

The Airline does its utmost to transport passengers and baggage as punctually as possible. Scheduled flight times may be subject to reasonable changes for operational reasons. The Airline will endeavour to keep changes to flight departures to a minimum and to inform passengers as soon as possible of any such changes (taking into account that information relating to any return flight may be provided when the flight is reconfirmed). Passengers are obliged to confirm flight times 24 to 48 hours before the departure of the return flight by telephoning +49 (0) 30-41 021021 . Passengers are not entitled to claim carriage if they have missed a flight on account of failing to reconfirm the flight time. The Airline is entitled to change the type of aircraft and to transfer carriage as a whole or in part to third parties, with the Airline continuing to be responsible for the booked carriage.
7. Cancellation of a contract due to exceptional circumstances

If, unforeseeably, the journey is greatly hindered, endangered or restricted as a result of Acts of God, either party to the contract is entitled to withdraw from the contract. If the contract is terminated prior to departure, the Airline will refund the travel costs already paid. This covers all of the passenger's claims arising from the contract unless the loss in question is one of personal injury or damage incurred as a result of deliberation or gross negligence.
8. Liability

The current legal provisions shall apply in conjunction with those set out in the Montreal Convention on the standardisation of regulations on international carriage by air with respect to injury to life and limb of the passenger as well as with respect to the passenger's baggage. Except for personal injury, the Airline is only liable for indirect or consequential damage if it has caused such damage with deliberation or gross negligence; the provisions of the Montreal Convention remain unaffected. Any complaints and enquiries concerning baggage are to be addressed to the baggage office directly on arrival. Otherwise written claims for damage are to be sent to Air Berlin, Abt. Kundenservice/Customer Service Dept., Saatwinkler Damm 42-43, D-13627 Berlin, Germany, within the period stipulated by the Montreal Convention. Passengers are recommended to carry valuables, medication, perishable goods or fragile items in their hand baggage (up to a maximum weight of 6 kg is permitted). The information on the ticket concerning the limitation of liability also applies. Unless the preceding paragraph provides otherwise, the objections based on the Montreal Convention and the applicable national law shall apply without restriction.
Information in accordance with the appendix to directive (EC) 2027/97 as amended by directive (EC) 889/02:
"This information summarises the regulations relating to the liability of EC airlines to be applied by those airlines in accordance with the legal provisions of the Community and the Montreal Convention. There are no maximum amounts for liability in the event of the death or injury of passengers. The airline is not entitled to raise objections to claims for damages up to 100,000 SDR (rounded amount in local currency: approx. $120,000 \mathrm{EUR}=98,688 \mathrm{GBP}$ ). The airline may avert payment of claims above this amount by providing evidence that the airline was neither negligent nor culpable in its actions. If a passenger is killed or injured, the airline is required to make an advance payment within 15 days of the person entitled to damages having been identified. This advance payment is to cover immediate economic needs. In the event of death this advance payment shall not be less than 16,000 SDR (rounded amount in local currency: approx. 19,200 EUR $=15,790 \mathrm{GBP}$ ). The airline is liable for damages incurred as a result of delay in the carriage of passengers, unless all reasonable measures to avoid such damage have been taken or if it has been impossible to take such measures. The liability for damage due to delayed performance in the carriage of passengers is limited to 4,150 SDR (rounded amount in local currency: approx. 4,980 EUR $=4,096 \mathrm{GBP}$ ). The airline is liable for damages incurred as a result of delay in the carriage of baggage, unless all reasonable measures to avoid such damage have been taken or if it has been impossible to take such measures. The liability for damage due to delayed performance in the carriage of baggage is limited to 1,000 SDR (rounded amount in local currency: approx. 1, 200 EUR $=987$ GBP). The airline is liable for the destruction and loss of or damage to baggage up to the value of 1,000 SDR (rounded amount in local currency: approx. 1,200 EUR = 987 GBP). If baggage has been checked in, liability applies irrespective of fault or negligence, provided that the baggage had not already been damaged at the time of being checked in. In the case of baggage that has not been checked in, the airline is only liable for culpable conduct. A higher liability limit applies if the passenger submits a separate declaration (in writing) when checking in and pays a surcharge. If baggage is damaged, delayed, lost or destroyed, the passenger is required to inform the airline as soon as possible and in writing. If baggage that has been checked in has been damaged, the passenger is required to report such damage in writing within seven days, or within 21 days of the baggage being made available in the event of baggage being delayed. If the airline carrying out the performance is not identical with the contracting airline, the passenger may address such notification or damage claims to either company. If the name or code of an airline is shown on the ticket, that airline is the contracting airline. Any actions in law for damages must be brought within two years from the date of the aircraft's arrival or the date on which the aircraft should have arrived. These regulations are based on the Montreal Convention of 28 th May 1999, which has been transposed in the European Community by directive (EC) no. 2027/97, as amended by directive (EC) no. 889/2002 and by the national legal regulations of member states."
Information in accordance with directive (EC) 261/04:
This information summarises the regulations relating to the liability of $E C$ airlines to be applied by those airlines in accordance with the legal provisions of the community in the event of a cancellation,
flight delay and/or refusal to transport. The directive only applies, if the passenger is in possession of a confirmed booking for the relevant flight, has arrived for checking in (except in the case of the cancellation of the flight) at the time stated (for Air Berlin / NIKI flights always 60 minutes) or if no time was stated, at the latest 45 minutes before the published time of departure and is travelling at a tariff available to the public. The passenger is not entitled to the following benefits in accordance with the EC directive, if the incident is attributable to exceptional circumstances, which could not have been prevented by taking all reasonable measures (for example, in case of bad weather conditions, political instability, strikes, security risks, unexpected air safety deficiencies). Likewise the passenger is not entitled to these benefits, if he/she was excluded from the flight due to justifiable reasons e.g. related to health, general or operational safety or inadequate travel documents. According to EC directive 261/04, delays exist from a delay of the departure compared with the scheduled time of departure of 4 hours for flights above 3,500 km distance, of 3 hours for flights between 1,500 and $3,500 \mathrm{~km}$ and flights above $1,500 \mathrm{~km}$ within the EC and of 2 hours for flights up to $1,500 \mathrm{~km}$ distance. The passenger is entitled to receive care and support services from the Airline, if it is foreseeable that the flight will have a serious delay. These services are refreshments in an appropriate relationship to the waiting time, overnight hotel accommodation if necessary and the opportunity for two short telephone calls, faxes or E-mails. The Airline is not required to offer the care and support services, if because of them the departure would be delayed even more. In case of delays above 5 hours the passenger is entitled to have the costs refunded for the ticket for those parts of the journey not covered. Moreover, in the case of package tours the provisions of the package tours directive (90/314/EEC) are applied, so that in the case of a cancellation very high cancellation costs may possibly be incurred. With a voluntary or compulsory exclusion from the booked flight in the event of an overbooking, the passenger is entitled vis-à-vis the Airline to care and support services and refunding to the extent already described. In addition, the passenger is offered alternative carriage to the final destination of the booked plane trip. This replacement carriage is carried out at the earliest possible time and subject to comparable terms. Subject to the availability of seats, the passenger can instead also travel to his/her final destination at a later time or a time requested by him/her, whereby the costs for refreshments, hotel and transfer are then to borne by the passenger. In addition, the passenger is entitled to a compensation payment if he/she was compulsorily excluded from the carriage. The Airline decides regarding the manner of payment (cash, cheque or bank transfer or with its approval in the form of a credit note). The value of this payment is dependent upon the distance of the planned journey and the carriage offered alternatively. With flying distances of up to $1,500 \mathrm{~km}$ the compensation payment amounts to 250 EUR (rounded amount in local currency: approx. 206 GBP), between 1,500 and 3,500 km and flights within the EC above 1,500 km 400 EUR (rounded amount in local currency: approx. 329 GBP) and for all other flights 600 EUR (rounded amount in local currency: approx. 493 GBP). If the passenger is offered an alternative flight, the arrival time of which for flights of up to $1,500 \mathrm{~km}$ is no later than 2 hours, for flights between 1,500 and $3,500 \mathrm{~km}$ no later than 3 hours and for all flights above $3,500 \mathrm{~km}$ no later than 4 hours after the scheduled arrival time of the originally booked flight, the compensation payment only amounts to $50 \%$ of the above-mentioned payment values, i.e. in other words 125 EUR, 200 EUR and 300 EUR (rounded amount in local currency: approx. 103 GBP, 164 GBP and 247 GBP). The passenger also has the same rights to alternative carriage, care and support service, refunding and compensation payment as listed above, should the flight for which the passenger has a confirmed booking have been cancelled. The passenger is not entitled to compensation payments, if the cancellation of the flight was carried out due to exceptional circumstances. Likewise, there is no right to compensation payment in the event of information about the cancellation at least 14 days before the booked departure, information about the cancellation between 14 days and 7 days before the booked departure and departure of the flight offered alternatively no more than 2 hours before the original time of departure or arrival no more than 4 hours after the planned arrival time. Information about the cancellation less than 7 days before the departure and departure no more than 1 hour before the original time of departure or arrival no more than 2 hours after the planned arrival time. The appropriate ombudsman for the purposes of the directive for the United Kingdom is the Air Transport Users Council, Room K705 - CAA House, 45-59 Kingsway, London, WC2B 6TE.
Important - please note: This information is required in accordance with directive (EC) no. 889/2002 and in accordance with directive (EC) no. 261/04. However, this information does not constitute the basis of a claim for damages, nor can it be used to interpret the provisions of the Montreal Convention.
9. Other provisions and agreements

These terms apply unless separate agreements have been reached in individual contracts. Please refer to the general conditions of carriage. We recommend that any verbal subsidiary agreements be confirmed in writing. The data made available to us are processed by computer within the scope of the purpose of the contract and any stored personal data are protected by the national data protection acts, with the Airline being allowed to use such data only for the following purposes: making reservations, obtaining an airline ticket, obtaining additional services and processing payments; developing and providing services, facilitating entry and customs clearance procedures and making such data available to government authorities in relation to the journey booked. The Airline is entitled for such purposes to collect, store, utilise and transfer such data to its own branches, authorised representatives, government authorities, other airlines or organisations providing the above-mentioned services. The Airline is entitled to challenge or correct the contract in the event of obvious printing or mathematical errors. If this should result in a price increase, the passenger is entitled to withdraw from the contract within two weeks of receiving confirmation of travel. The legal venue for commercial matters is Berlin. For other matters the legal venue is in accordance with statutory provisions. In the event of one of the above provisions being invalid, the validity of the other provisions shall not be affected.

