



NOKSCOOT CONDITIONS OF CARRIAGE

PREFACE

It's very important to NokScoot that the Conditions of Carriage governing our relationship are clear and understood. We therefore strongly encourage you to read this document and to seek any necessary clarification from us prior to making your purchase. Further information can be found on our website www.nokscoot.com or by calling our guest Call Centre. Please note that, upon completing the purchase process, you will be deemed to have read, understood and accepted these Conditions of Carriage.

CONTENTS

1. Definitions
2. Application
3. Travel Preparation / Guest Information
4. Fares / Fees
5. Booking / Payment
6. Baggage
7. Check-in / Boarding
8. Refusal of Carriage / Denied Boarding
9. Schedule Change / Disruption
10. Arrival / Post-flight
11. Refunds
12. Guest Responsibility
13. NokScoot Liabilities
14. Your Claims

1 – DEFINITIONS

Accompanying Guest means a paying passenger of at least sixteen (16) years of age, who, in our reasonable opinion, can travel independently and is able to and will provide the appropriate assistance and supervision as required for the guest they are accompanying.

Airline Designator Code means the two characters or three letters that identify particular air carriers. NokScoot's code is XW.

Authorised Agent means a sales agent or airport operations agent who has been appointed by NokScoot to represent NokScoot in the sale of air passenger transportation on NokScoot flights and/ or handle airport operations such as check-in and baggage services.

Baggage means your personal property accompanying you on your trip. It consists of both your Checked Baggage and Cabin Baggage.

Baggage Allowance means the amount of Cabin Baggage and Checked Baggage you're allowed to take on NokScoot operated flights without additional charge.



Baggage Identification Tag means the numbered baggage document issued to you that corresponds to the tag attached to each item of Checked Baggage.

Booking (otherwise known as electronic ticket) means the details held in NokScoot's Reservations system that describes your travel itinerary and particulars.

Booking Reference means the reference issued by us or our Authorised Agent which identifies the Booking you have made with us.

Cabin Baggage (sometimes referred to as carry-on or unchecked baggage) means the baggage you may take into the cabin of the aircraft. Please be aware of the allowable Cabin Baggage weight, dimensions and contents stipulated in these Conditions.

Call Centre means the telephone contact center operated by NokScoot to facilitate telephone Bookings and enquiries. The telephone numbers are listed at www.nokscOOT.com.

Carrier means an air carrier or airline.

Check-In-Deadline means the time specified by the airline by which you must have completed check-in and received your boarding pass. Please be aware that guests presenting for check-in after this deadline will not be allowed to board and, depending on the conditions applicable for the Fare Product purchased, may forfeit their ticket without refund, at Scoot's sole discretion.

Checked Baggage means that part of your Baggage, including any excess baggage, which NokScoot has taken into its custody for carriage in the hold of the aircraft and for which NokScoot has issued a Baggage Identification Tag.

Conditions of Carriage or Conditions means these General Conditions of Carriage and includes the conditions of contract or terms and conditions of carriage as set out in your Itinerary and Receipt.

Convention means whichever of the following apply:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the Warsaw Convention);
- The Warsaw Convention as amended at The Hague on 28 September 1955;
- The Warsaw Convention as amended at the Hague and by Additional Protocol No. 4 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961);
- The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal 28 May 1999 (the Montreal Convention);
- Any other applicable protocols or conventions and any enabling legislation.



Fare Product describes the bundle of products and services. NokScoot offers a range of Fare Products comprising, at the most simple, air transportation for a single person between two specified cities, to more complex Fare Products that include products and/or services before, during and/or after flight.

Fare Rules means the terms and conditions applicable to your Booking. Fare Rules can differ between Fare Products, and can be found at www.nokscOOT.com. Fees Chart means the current list of all fees assessed by NokScoot. Fees Chart can be found at www.nokscOOT.com.

Guest, you, your, yourself means any person with a Booking who is to be carried, or who is carried, on an aircraft except members of the crew.

Groups Policy means NokScoot's terms and conditions applicable to bookings of 10 or more guests. Itinerary means a document or documents we or our Authorised Agents issue to Guests travelling on a Booking which includes the Guest's name, flight information and notices.

NokScoot, we, us, our for the purposes of these Conditions of Carriage means NokScoot Airlines Co., Ltd. (Registration No. 0105556174767) and shall include all employees and agents acting on behalf of NokScoot.

NokScoot Promise (or Our Promise to You) means the list of guarantees that NokScoot makes to you. The NokScoot Promise can be found at www.nokscOOT.com.

Special Drawing Rights (or SDRs) means the composite unit of currency that is the official unit of exchange of the International Monetary Fund.

2 – APPLICATION

2.1 – GENERAL APPLICATION

These Conditions of Carriage apply to the transportation of passengers and baggage for any flight where NokScoot – represented by the Airline Designator Code XW – appears on a Booking, except as provided in 2.10, 2.11 and elsewhere in these Conditions.

2.2 – FREE / DISCOUNTED FARE TRAVEL

Unless we state otherwise, these Conditions also apply to free and discounted travel on NokScoot, including travel obtained through the use of frequent flyer miles or other loyalty or award programs.

2.3 – RIGHT TO AMEND

We reserve the right to amend these Conditions, NokScoot Regulations, NokScoot Promise, fares, Fare Products, Fare Rules, fees and Fees Chart and fee terms at any time without prior notice.



Amendments will only impact bookings made or changed after introduction of the amendment unless the amendment was mandated by a government or other regulatory authority or is necessary for safety or security.

2.4 – NO VARIATION

No NokScoot employee or any other person is authorized to vary any of these Conditions. However, this does not affect our right to waive any Fare Rules or amount payable. A waiver on one occasion does not constitute a waiver on any other occasion.

2.5 – TERMS GOVERNING TRANSPORTATION

Your transportation on any NokScoot flight is subject to all of the following: • A Booking and all associated and applicable Fare Rules as stated in your Itinerary; • These Conditions of Carriage as stated in your Itinerary; • Thailand laws, any international Conventions, or other laws / government regulations that may apply to the flight(s) in question; • Any applicable NokScoot denied boarding, schedule change or cancellations policy; • Any specific instruction given to you in writing or verbally by our staff.

2.6 – OVERRIDING LAW

In the event that any provision within these Conditions is inconsistent with any applicable laws, government regulations, orders or requirements that apply to your travel with NokScoot, and cannot be waived by agreement of the parties, such provision shall not apply. Even if a provision is invalid, it shall not affect the validity of any other provision.

2.7 – CONDITIONS PREVAIL OVER PROCEDURES

If any of these Conditions of Carriage is inconsistent with any NokScoot procedures, these Conditions will prevail to the extent of the inconsistency.

2.8 – ADDITIONAL SERVICES AND TRANSPORTATION

a) In the event that NokScoot makes any arrangements or issues any bookings, tickets or vouchers for third-party services and/ or transportation provided by a third party, in doing so, NokScoot acts only as your agent. The terms and conditions of the third party service provider will apply. Where these include limitations of liability that are lower than the limitations of liability in these Conditions of Carriage (see 13), the lower limitation will apply to all non-NokScoot travel arrangements.

b) If NokScoot arranges travel for you on a flight operated with another Carrier's Airline Designator Code, we do so only as an agent for the other Carrier and the other Carrier's conditions of carriage will apply.



2.9 – LANGUAGE

The language of these Conditions of Carriage is Thai language in case such person is Thai citizen or able to read and understand Thai language. English language shall be the language used in the interpretation of these Conditions if such person is not a Thai citizen.

2.10 – CODE SHARES

On some flights NokScoot may have arrangements with other Carriers known as “code shares.” This means that even if you have a Booking with us and/or hold a ticket where NokScoot or our Airline Designator Code is indicated as the Carrier, another Carrier may operate the aircraft. If such arrangements apply, we will advise you of the Carrier operating the aircraft at the time of booking.

2.11 – Interline Services

At times you may also travel on services which we sell but which are operated by other carriers under those carriers’ flight numbers and Airline Designator Codes. Travel on other carriers will be governed by the operating Carrier’s conditions of carriage.

2.12 – CHARTERS

If carriage is performed by NokScoot under a charter agreement, these Conditions of Carriage apply unless we advise you otherwise.

3 – TRAVEL PREPARATION / GUEST INFORMATION

3.1 – PLANNING

a) It is your sole responsibility to make all necessary travel arrangements, and to ensure compliance with all laws, government regulations and orders associated with all points of travel. Prior to making a Booking, you should consider and obtain information about topics, such as, but not limited to: • Entry requirements – visas and identifications; • Medical requirements – including inoculations/ vaccinations; and • Destination information – risks to health and safety.

b) NokScoot may provide assistance with the information referenced in 3.1.a, but this in no way releases you of responsibility in these matters; c) We recommend that you consult local consular offices, local governments and government tourism boards for the information referenced in 3.1.a.

3.2 – TRAVEL INSURANCE

As travel involves many risks, we strongly recommend that each Guest purchase is covered by travel insurance, which can provide coverage in events such as: • Plans change/ trip cancellation; • Medical and hospital expenses; • Personal injury and death; and • Delayed, damaged or lost Baggage.



3.3 – CHILDREN FLYING WITH NOKSCOOT

a) NokScoot defines an infant as any Guest who is under two (2) years of age on the date of travel. If infant travels in the lap of an Accompanying Guest, then infant's transportation may be booked for a fee as per the Fees Chart. If infant occupies a seat (see 3.6), then the prevailing fare will apply. An infant must be at least eight (8) days of age on the date of travel to board a NokScoot flight. Proof of age is required at time of check in, and must consist of evidence acceptable to NokScoot in its sole discretion.

b) NokScoot does not allow or provide bassinets in aircraft cabins.

c) Only forward facing child safety seats are permitted on board and they must be secured for safety reasons. Child safety seats are not provided by NokScoot. If you use a child safety seat on board, you will secure the child safety seat yourself as the NokScoot crew will not be available to assist you. NokScoot will not be liable or responsible for any injury or accident or loss or damage resulting from an unsecured or inadequately secured child safety seat.

d) NokScoot defines a child as any Guest who is at least two (2) years of age, but under twelve (12) years of age, on the date of travel. The prevailing fare applies for the transportation of any child.

e) No infant or child under the age of twelve (12) years on the date of travel may travel on any NokScoot flight, or any flight with NokScoot's Airline Designator Code, without an Accompanying Guest.

f) The infant ratio is restricted to one infant Guest per Accompanying Guest.

g) Parents are reminded to bring all necessary items for the care of infants and children (such as baby food) as these are not available on board.

3.4 – YOUR HEALTH

NokScoot may refuse to carry you if we believe your transportation would be unsafe for you or other guests. Prior to making a Booking, you should inform us if you believe you suffer from any illness, disease or condition that would jeopardize the safety of you or other guests should you fly.

a) In the following circumstances, you are required to tell us in advance of travel:

- If you suffer from any disease which is or you believe may be actively contagious and communicable;
- If you have, because of a disease or any incapacitation, any unusual behaviour or physical condition, which could have an adverse effect on the welfare and comfort of other guests or crew members;
- If you could pose a potential hazard to the safety of the flight or its punctuality;
- If you would require medical attention and/or special equipment to maintain your health during the flight.



- NokScoot cannot provide any advice on your fitness to fly. If you propose to travel with a known, pre-existing medical condition, you should do so only on the written advice of your own medical doctor or health professional.

b) NokScoot requires that you are well enough to travel under your own power or are accompanied by a Guest who can provide you with any necessary assistance (see 3.5.a)

c) If you are pregnant, the following precautions must be observed:

For travel after the first 28 weeks of pregnancy: please produce on request a certificate or letter from a registered medical practitioner or registered midwife advising:

- the estimated date of delivery
- whether it is a single or multiple pregnancy; and
- that there are no complications with the pregnancy

In addition:

- If you are having no complications with your pregnancy you may travel up to the end of the 36th week of pregnancy for single pregnancies or up to the end of the 32nd week for multiple pregnancies (for example, twins)
- Medical clearance is required if you wish to travel after these pregnancy periods
- Medical clearance is required if you are having complications with the pregnancy.

Infants may not travel for 48 hours after delivery and need medical clearance to travel between three and seven days after delivery.

Please Note:

- We do not represent that travel is safe for you at any particular point during your pregnancy. Please obtain independent medical advice prior to your flight. The periods mentioned above are only our minimum requirements;
- Some countries place limitations on the entry of non-national pregnant women. Please check with the relevant embassy or consulate before you travel to ascertain the limitations.

3.5 – SPECIAL ASSISTANCE

a) NokScoot will not allow a person to travel without an Accompanying Guest unless the person can travel safely without assistance or supervision. We do not have the systems, staff or facilities required to assume responsibility for such assistance or supervision. However, we may be able to provide specific assistance services to accommodate guests who require a wheelchair to get to and from the aircraft.

b) Acceptance for carriage of incapacitated persons, persons with an illness or other people requiring special assistance is subject to prior arrangement with us. Guests with reduced mobility who require assistance at the airport, including wheelchair and ambulift services, are required to notify us at least three (3) days before the scheduled departure via a NokScoot Call Centre. Failure to notify us in advance will result in the service being unavailable on your arrival at the airport and you being refused carriage.



c) Please note that you may be charged a fee for the provision of special assistance services, which will be payable by you, either at the airport directly to a third party service provider, or to NokScoot in advance through a NokScoot Call Centre. The services may not be available on all routes due to such factors as local airport limitations.

d) If you intend to travel with your own wheelchair, please advise us at the time of Booking. Absent such notification, we may not be able to carry you and/ or your wheelchair.

e) While NokScoot does not accept pets for transport (See 6.2), service dogs are permitted in the cabin provided advance notice is given at the time of Booking. You must bring absorbent mat(s) and a muzzle that meet our requirements. Failure to notify us in advance may result in the number of permitted service dogs having reached its limit and the service dog being refused carriage. The service dog may also be refused carriage if you do not bring the absorbent mat(s) and/ or muzzle. If you wish to use these special services or notify us of health conditions per 3.4, you must make your Booking via a NokScoot Call Centre, or contact a NokScoot Call Centre immediately following receipt of your Itinerary. Guests requiring special assistance or any services described in 3.5 may not book them by any other method.

3.6 – EXTRA SEAT

For Guests requiring or wanting an extra seat, advance notice must be provided at the time of Booking. NokScoot will charge the prevailing fare for two guests. In order to guarantee adjacent seats, advance seat assignment will also be required and charged at the rate listed In the Fees Chart. The booking must be made via a NokScoot Call Centre. Guests requiring or wanting an extra seat as part of an interline journey may not purchase an additional seat by any other method.

3.7 – SEAT ALLOCATION

Although we will attempt to accommodate your seat reservation request, NokScoot does not guarantee you any particular seat, even you have paid for the seat. We reserve the right to change your seat at any time, even after you have boarded the aircraft, for safety, security, operational or other reason at our sole discretion.

3.8 – PERSONAL DATA

NokScoot fully complies with the personal data protection law of Thailand. You hereby acknowledge and agree that your personal data (including health information where necessary) has been given to us for the purposes of making bookings for carriage and providing you with confirmation of that booking, providing and developing ancillary services and facilities, facilitating immigration and entry procedures, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing, maintenance and development, statistical analysis, and helping us in any future dealings with you.



For these purposes, by entering into a contract of carriage with us you authorize us to retain and use your personal data and to transmit it to our own offices, authorized agents and third party business associates, government agencies, other carriers or the providers of the services mentioned above. The collection and maintenance of such data will be in accordance with NokScoot's Privacy Policy and NokScoot Promise, copies of which are available on www.nokscoot.com, which are subject to change without prior notice.

4 – FARES/ FEES

4.1 – FARE COVERAGE

The fare paid is only valid for transportation on the flight(s) specified in your Booking between the origin airport specified and the destination airport specified. The fare is not valid for ground transportation between airports, to/from airports or between airports and city terminals.

4.2 – FARE RULES

Some provisions of NokScoot fares differ depending on the Fare Product selected; please see the Fare Rules applicable to the Fare Product for more detailed information. Other provisions are common to all Fare Products and are listed below:

- NokScoot fares are non-refundable and cannot be downgraded;
- A ScootBiz Class ticket may not be downgraded to an Economy Class ticket;
- If you do not travel, NokScoot may refund certain taxes and charges to you provided that:
 - 1) We do not remain obliged to remit the tax or charge to the body (e.g. airport or government) on whose behalf we collected it;
 - 2) You submit a request in writing within 90 days of the date of travel specified in the Booking to the address listed in 14.1;
 - 3) A reasonable administration fee, as listed in the Fees Chart, will be deducted from the amount. If the administration fee exceeds the amount of refund, no refund will be paid.

4.3 – TAXES AND CHARGES

a) You must pay all taxes, charges, surcharges and fees (herein referred to as "Taxes and Charges") imposed by a government, municipal, carrier or airport authority. You must also pay the administration fees and charges of NokScoot in relation to your Booking. Taxes and charges will usually be stated separately on your ticket. Please note that Taxes and Charges frequently change and can be imposed or altered after the date that your Booking was made. If any Taxes or Charges change after we have issued your Itinerary, you will have to pay for any increase. Similarly, if any Taxes or Charges you pay to us when you make the Booking are abolished or reduced prior to your flight, you will be entitled to claim a refund of the difference remaining after a reasonable administration fee is applied.



4.4 – FEES

Payment for any product or service offered and provided by NokScoot is non-refundable. Any payment for products or services marketed or offered by NokScoot, but provided by a third party, are governed by that provider's terms and conditions.

4.5 – RULE EXCEPTION

Following any of the extreme or tragic circumstances listed below, NokScoot may, at its sole discretion, exempt the Guest from the terms of 4.2 and 4.4, and the Guest may cancel a Booking and receive a voucher equal to the Itinerary value – excluding any amounts for third party products and services – valid for six (6) months for travel to be commenced and completed within this validity period;

- In the case of the death or serious injury of an immediate family member (defined as spouse, child, sibling, parent, grandparent or grandchild), or death or serious injury of the guest, a full refund in voucher will be provided, excluding any amounts for third party products and services. A full refund will be provided – excluding any amounts for third party products and services – in case of the death of the guest before he boards the flight.

NokScoot may, in its sole discretion, require documented evidence, such as, but not limited to a medical or death certificate;

- In the case of immobility/ medical condition resulting in the guest being unable to travel, NokScoot may, in its sole discretion, require documented evidence, such as, but not limited to a medical certificate which clearly states that guest is unfit for travel.

5 – BOOKING/ PAYMENT

5.1 – BOOKING CONFIRMATION

A Booking is completed when confirmed in writing by NokScoot or an Authorised Agent. We will provide an Itinerary for a Booking made directly with NokScoot. If requested, an Authorised Agent should be able to provide you with an Itinerary. Unless specified otherwise, a Booking is only confirmed when payment has been received by NokScoot in full. In addition to a Booking, you must check in, receive a boarding pass and provide all necessary documentation (such as a passport) in order to board a NokScoot flight. You may also be required to produce any credit card used in making a Booking.

5.2 – PAYMENT

NokScoot or its Authorised Agent will inform you what payment methods are accepted. Payment must be made at the time of booking, except as permitted by select payment methods or the Groups Policy. If a period of time is permitted between booking and payment, we or our Authorised Agent will specify the amount of time to you.



Any Booking for which payment is not received in full by the specified deadline will be cancelled; where partial payment has been made, you will forfeit any fare and any applicable fees and charges without refund, and you accept that NokScoot has no liability to you. NokScoot may, at its sole discretion reinstate a Booking at a fee and any applicable fare difference.

5.3 – BOOKING VALIDITY

Open bookings are not permitted. You must confirm specific flight(s) and dates(s) for any Booking.

5.4 – BOOKING TRANSFERRABILITY

A Booking is not transferrable to another person unless permitted in the Fare Rules and subject to payment of fees and any applicable fare difference. Where permitted, a booking may only be transferred if the flight journey has not begun. You may not otherwise sell, barter or gift your Booking. We will refuse to carry any person who presents her/ himself for travel under your Booking who is not you. Furthermore, all associated fares, fees and charges will be forfeited. The name(s) of Guest(s) must match the name(s) on official government document(s) such as your passport.

5.5 – BOOKING CHANGES

Free and/ or open-ended changes are not permitted. Other terms and conditions governing changes to a Booking depend on the Fare Product selected and specified in your Booking. Please see the Fare Rules for more details. Generally, where changes are permitted, the extent of the change may be limited, and the change may be subject to the payment of fees and any applicable fare difference. For any and all interline fare products whereby a portion of the journey is operated by a partner carrier under their Designator Code, no changes to flight date, time, or city pair may be made.

5.6 – Grace Period

To assist our guests if they made mistakes during the booking process, we offer a 12-hour grace period from time of booking where change fees will not be charged subject to the following conditions:

- The requested changes are only for flight date, flight time or guest name;
- The fare difference is always payable and there is no refund if the guest requests a lower fare class;
- No changes to Origin/ Destination are permitted;
- Adding or cancelling flights is not permitted.

Guests must use Manage my Booking online via www.nokscOOT.com or call a Scoot Call Centre within the 12-hour period after the booking. Any changes made after this time will be charged at the change fees stated in the NokScoot Fees chart.



6 – BAGGAGE

6.1 – BAGGAGE ALLOWANCE

- a) A limited amount of Cabin Baggage may be carried on board provided it complies with these Conditions (see 6.2 and 6.3) and Fare Rules of the Fare Product selected and specified on your Itinerary (see Fare Rules). Infants not occupying a seat have no Cabin Baggage allowance.
- b) Checked Baggage allowance varies by Fare Product. Certain Fare Products do not include any Checked Baggage allowance, while others include a minimum free Checked Baggage allowance. Your Checked Baggage allowance is determined by the Fare Product selected and specified on your Itinerary. For additional details, please see the Fare Rules. Checked Baggage must comply with these Conditions. Infants not occupying a seat have no Checked Baggage allowance.
- c) If NokScoot permits/ requires the purchase of extra seat(s), no Cabin Baggage or Checked Baggage allowance is included with the extra seat(s).
- d) For interline journeys, baggage allowances are assigned for each distinct sector of your journey. Any excess baggage allowances may be added, and subject to separate fees and charges, on a per sector basis.

6.2 – PROHIBITED ITEMS

NokScoot will not accept for transport or carry, and you must not attempt to bring the following items on board as Cabin or Checked Baggage:

- Items prohibited by any applicable national or international law, regulation or order;
- Weapons of any type, including ammunition;
- Items which are likely to endanger the aircraft or persons or property on board the aircraft, or items that may become or are dangerous, such as those items specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, and the International Air Transport Association (IATA) Dangerous Goods Regulations. Further information is available from NokScoot on request;
- Items we reasonably determine are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or which are fragile or perishable;
- Animals;
- Brief cases and attaché cases incorporating dangerous goods such as lithium batteries or pyrotechnic devices; and
- Disabling devices such as mace, pepper spray, etc., containing an irritant or incapacitating substance are totally forbidden.

If we discover that you are carrying forbidden items, we may do whatever we consider appropriate and what is reasonable in the circumstances, including disposing of the item without notifying you. NokScoot will not be responsible for any loss or damage caused to any prohibited items if they are brought on board despite being forbidden items.



6.3 – CABIN BAGGAGE RESTRICTIONS

a) All Cabin Baggage must comply with applicable size and weight restrictions. You must not include in Cabin Baggage knives, sharp objects or cutting implements of any kind and any length, whether of metal or other material, knitting needles, and sporting goods, must be packed in your Checked Baggage. They cannot be carried in your Cabin Baggage or on your person. If they are, the articles will be removed without notice to you and not returned.

b) Guests carrying hypodermic needles must declare them at the screening point. Where possible, documentation or identification to confirm the Guest's medical condition should be produced. Medication should have a professionally printed label identifying the medication or a manufacturer's name or pharmaceutical label affixed. Please contact NokScoot should you have a question.

c) NokScoot does not accept any responsibility for items which we refuse to carry and which are not carried as Checked Baggage. We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations.

d) Special items may not be carried on board as part of Cabin Baggage, but may be taken as Checked Baggage and do not constitute part of the Checked Baggage allowance as stated in 6.1.b. Special items include:

- Bassinet;
- Car Seat;
- Stretcher;
- Stroller; and
- Walker.

e) NokScoot reserves the right to examine the contents of any cabin baggage, irrespective of the type or category of cabin baggage, inclusive of baggage falling under the paid extra cabin bag category. Guests are advised to board the aircraft early

6.4 – CHECKED BAGGAGE RESTRICTIONS

a) You must not include in your Checked Baggage:

- Fragile, delicate or perishable items;
- Computers;
- Items with a special value, such as money, jewellery, precious metals, silverware;
- Negotiable papers, share certificates, securities or other valuable documents;
- Cameras;
- Personal electronic equipment;
- Commercial goods or business documents; or
- Passports and other travel documents.



b) As NokScoot's liability is limited (see 6.5 and 13), we will not be liable for any inconvenience costs, expenses, or loss or damage you suffer as a consequence of the item being damaged, delayed or lost if you have ignored our requirements and included the items as Checked Baggage, with or without our knowledge. Such items should be carried as Cabin Baggage, but you must still comply with all relevant weight and size limitations.

c) All Checked Baggage must comply with all applicable size and weight restrictions. Any deemed, in our assessment, as awkward or bulky including sports equipment will be subject to a separate and/or additional fee as specified on the Fees Chart.

d) For health and safety reasons, NokScoot reserves the right not to accept any individual item as Checked Baggage that exceeds 32 kg.

e) We do not provide Checked Baggage transfers between NokScoot flights or between NokScoot flights and those of another Carrier. It is your responsibility to use a baggage transfer service or claim your Checked Baggage and re-check it for your next flight. To re-check your Checked Baggage you will be required to clear all immigration & customs procedures at the connection airport. It is your responsibility to ensure you have all required visas and travel documentation.

6.5 – VALUABLES

NokScoot does not offer or provide any excess valuation or insurance services. We will not be liable for any costs, expenses, loss or damage you suffer as a result of damage or loss to your valuables.

6.6 – EXCESS BAGGAGE

In the interests of safety, you may not take on board more Cabin Baggage than allowed (see 6.1). If you check in with more Checked Baggage than your Checked Baggage allowance, we may, at our sole discretion and subject to the aircraft's load, accept the excess for a fee. See the Fees Chart for details.

6.7 – SEARCHES/ SECURITY

a) NokScoot, airport or government staff/ officers may:

- Require you to submit to clothing and body searches;
- Require you to submit your Baggage to searches or inspections; and
- Search or inspect your Baggage with or without you present.

b) As a result of a search, or if you refuse to submit yourself or your Baggage to a search, we may refuse to carry you and your Baggage, and may deliver your Baggage to government or airport officers. In the event we refuse to carry you after your refusal, your ticket may be forfeited without refund, in NokScoot's sole discretion.



c) If a search or screening causes damage to you, or a search, screening or x-ray causes damage to your Baggage, we will not be liable for the damage in excess of the limits of any applicable Convention.

7 – CHECK-IN/ BOARDING

7.1 – CHECK-IN DEADLINE

Check-in deadlines apply and may be strictly enforced. You must present yourself for check-in with your Booking reference, Baggage, official documents and any other items necessary for travel at least ninety (90) minutes prior to the scheduled departure time of your flight. You may also be required to produce any credit card used in making the Booking. Check-in counters close sixty (60) minutes prior to the scheduled departure time of the flight. For connecting flights, you will need to check in for each flight sector by the stated deadline. You will be required to clear all immigration & customs procedures at connection airports. It is your responsibility to ensure you have all required visas and travel documentation.

7.2 – BOARDING PASS AND BAGGAGE TAGS

We will issue you a boarding pass and baggage tag(s) for any Checked Baggage. Please ensure you keep these documents with you until you complete your travel with NokScoot.

7.3 – BOARDING DEADLINE

You must be at the boarding gate at least forty-five (45) minutes prior to the scheduled departure time of your flight.

7.4 – REFUSAL TO TRANSPORT

Failure to meet the deadlines specified in 7.1 and/ or 7.3 may result in NokScoot being unable to accept you for transport. In such case, your fare and all associated fees and charges may be forfeited without refund, in NokScoot's sole discretion.

8 – REFUSAL OF CARRIAGE/ DENIED BOARDING

8.1 – RIGHT TO REFUSE CARRIAGE

Even if you are in possession of a Booking, NokScoot may refuse to transport you and your baggage if during the exercise of our reasonable discretion we believe that any of the following have occurred or will occur (we may also remove you from a flight even if you have already boarded):

- If carrying you or your Baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger or at risk;
- If carrying you or your Baggage may materially affect the comfort of any person in the aircraft;
- If carrying you will violate government laws, regulations, orders or an immigration direction from a country to which you are travelling or are to depart from;



- If you do not appear to have valid travel documents or if your travel documents are damaged or appear to have been tampered with, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- Because you have refused to allow a security check to be carried out on you or your Baggage;
- Because you do not appear to have a Booking;
- If you fail to comply with any applicable law, rule, regulation or order or these Conditions;
- If you fail to complete the check-in process or arrive at the boarding gate by our specified deadlines (see 7.1 & 7.3);
- Because you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security;
- Because you have not complied with our medical requirements (see 3.4);
- Because you require special assistance and you have not previously notified us of this (see 3.5);
- If you are, or we reasonably believe you are, drunk or under the influence of alcohol or drugs;
- If you are, or we reasonably believe you are, in unlawful possession of drugs;
- If we reasonably believe your mental or physical state is a danger or risk to you, the aircraft or any person in it;
- If you have used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft or otherwise behaved in a threatening manner;
- If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft;
- If you have deliberately interfered with a member of our ground staff or the crew of the aircraft carrying out their duties;
- If you have put the safety of either the aircraft or any person in it in danger;
- If you have made a threat;
- Because you have committed misconduct on a previous flight and we are not satisfied that misconduct will not recur;
- Because you cannot prove to our reasonable satisfaction you are the person specified in the Booking on which you wish to travel;
- Because your Booking:
 - 1) Is not paid for;
 - 2) Has been transferred;
 - 3) Has been acquired unlawfully;
 - 4) Has been acquired from someone other than us or an Authorised Agent;
 - 5) Contains an alteration which has not been made by us or an Authorised Agent; or
 - 6) Is counterfeit or otherwise invalid.



8.2 – NO RECOURSE

In any of the situations specified in 8.1, you will forfeit the fare and any applicable fees and charges without refund, and acknowledge that NokScoot has no liability to you.

8.3 – DENIED BOARDING

Airline flights may be overbooked. This means there is a slight chance that there may be more reservations than available seats on your flight. In these circumstances, we may need to deny boarding to one or more passengers. If you are denied boarding due to overbooking and none of the situations outlined in 8.1 apply, NokScoot will make every effort to ensure you are transported to the destination specified in your Booking as soon as possible. You may also have additional rights in accordance with local law or government regulation or in accordance with our policy if there is no applicable law. This 8.3 does not apply if you fail to meet the check-in and boarding requirements in section 7.

9 – SCHEDULE CHANGE/ DISRUPTION

9.1 – SCHEDULE TIMES

a) While NokScoot will make its best effort to transport you at the date(s)/ time(s) indicated on your Itinerary, we cannot guarantee schedule times. Schedules are subject to change at any time and do not form part of your contract with NokScoot under these Conditions.

b) Your Itinerary, either provided by NokScoot or our Authorised Agent, will state scheduled departure date(s) and time(s). Should these need to change, NokScoot or our Authorised Agent will make a reasonable effort to contact you in a reasonable amount of time prior to departure provided you have given us or our Authorised Agents your contact information such as a valid email address and mobile number. Scoot and/or our Authorised Agents will not be liable to you for any loss that you may suffer if our attempts to reach you are unsuccessful. Prior to your flight, it is your responsibility to ensure that your flight date and time have not changed. Except as provided for by any applicable Convention, we will not be liable to you for any losses that you may incur if you fail to do so.

9.2 – SCHEDULE CHANGES: YOUR OPTIONS

If NokScoot has to make a significant schedule change/ cancellation more than 24 hours before your scheduled departure time, we or our Authorised Agent will attempt to notify you per 9.1.b and provide you with one of the following options:

- Rebooking at no additional charge to another flight between the same origin and destination within seven (7) days of the changed flight in the Booking, or if NokScoot will no longer serve the destination, rebooking at no additional charge to another destination for any date available for booking;
- A voucher equal to the Itinerary value – excluding any amounts for third party products and services – valid for six(6) months from the date of issue;



- Any other options set out in a NokScoot schedule change or cancellations policy applicable in your jurisdiction;
- If NokScoot will no longer serve the destination, a refund of the relevant Fare and Taxes and Charges.

9.3 – DELAYED/ CANCELLED FLIGHTS (CONTROLLABLE CIRCUMSTANCES)

In the event that a NokScoot flight is delayed or cancelled less than 24 hours before departure, we will try our best to put you on the next available NokScoot flight between the same origin and destination as soon as possible, at no additional cost. If we are unable to provide you with a flight, or if you postpone your travel, we will offer you a travel voucher equivalent to your itinerary value, excluding any amounts for third party products and services, valid for six (6) months from the date of issue. For countries where refunds are mandatory, we will offer you a refund equivalent to the value of your itinerary, excluding any amounts for third party products and services. Unless provided for in a Convention or applicable law, we will not be responsible for paying any costs or expenses you may incur as a result of the controllable delay or cancellation. We strongly recommend you carry comprehensive travel insurance throughout your travels.

9.4 – DELAYED/ CANCELLED FLIGHTS (UNCONTROLLABLE CIRCUMSTANCES)

Uncontrollable circumstances include but are not limited to weather conditions at point of origin or destination or en-route to other ports, industrial action caused by staff not directly employed by NokScoot, air traffic control requirements/ restrictions, or closure of runways.

If your flight is delayed or cancelled due to an uncontrollable circumstance, we will try our best to put you on the next available NokScoot flight between the same origin and destination as soon as possible, at no additional cost. If we are unable to provide you with a flight, or if you postpone your travel, we will offer you a travel voucher equivalent to your itinerary value, excluding any amounts for third party products and services, valid for six (6) months from the date of issue.

9.5 – CONNECTING FLIGHTS

NokScoot flights are sold on a per sector basis. If you wish to make connections with any other flights, whether operated by NokScoot or another airline, please allow sufficient time to do so. Once you have disembarked from your arriving flight, you will have to clear Customs and Immigration, collect your checked baggage (if any), then proceed to the relevant departure hall check-in counter to check in for your on-going flight in accordance with the operating carrier's policies. If your connecting flight is an international service, you must also clear Departure Immigration formalities.

NokScoot will not be responsible for any costs or expenses you incur as a result of a missed connection, or if the misconnection was due to one of our flights being delayed. We strongly recommend you carry comprehensive travel insurance throughout your travels.



Guests who miss their connecting flights on NokScoot or any other carrier due to incoming flight delay or late arrival are responsible to book a new onward flight at their own expense.

9.6 - CANCELLATION OF RETURN SECTORS

If you miss the first flight in a Booking that has onward or return sectors, we will cancel the remaining flights in your booking unless you call a Scoot Call Centre within 48 hours of the departure time of the flight that you missed. We will not be liable to you for any loss that you may suffer if you fail to do so. We strongly recommend that you purchase comprehensive travel insurance to cover all your travels.

We will attempt to notify you if your flight is affected as soon as possible after the missed flight via SMS and/ or email, which will include instructions on what needs to be done if you wish to retain the onward or return sectors in your Booking, provided you have given us or our Authorised Agent your contact information such as a valid email address and mobile number. Scoot or our Authorised Agent will not be liable to you for any loss that you may suffer if our attempts to reach you are unsuccessful. In any case, it is your responsibility to call a Scoot Call Centre to re-confirm your onward or return sectors if you miss the first flight in a Booking regardless whether you received a notification or otherwise.

10 – ARRIVAL/ POST-FLIGHT

10.1 – BAGGAGE COLLECTION

You must collect your Checked Baggage as soon as it is available for collection.

10.2 – BAGGAGE NOT FOUND

In the event that you cannot find your Checked Baggage, you must bring your Baggage Tag(s) to a member of NokScoot staff, or our Authorised Agent as soon as possible and in accordance with the time limits established by any applicable Convention.

10.3 – BAGGAGE RELEASE

Only the Guest listed on the Baggage Tag(s) is entitled to collect the Checked Baggage. If you cannot produce the Baggage Tag(s) we will require the following in order to release the baggage to you: • Produce adequate proof of entitlement to it; • Undertake in writing to us that you will reimburse us for any loss, damage or expense incurred as a result of that release; and • Comply with any other applicable directions given to you by us.

10.4 – DISPOSAL OF BAGGAGE BY NOKSCOOT

a) If you do not collect your Checked Baggage and you have not claimed it within three (3) months after your flight, we will try to contact you if your baggage can be identified as belonging to you. If we cannot identify you or contact you after a reasonable effort, we may donate or otherwise dispose of it without notifying you and without liability on our part.



b) If we are able to identify and contact you and you claim your baggage, you may be charged a storage rate at the applicable airport rate.

c) We are not liable for any loss you may suffer if you leave Cabin Baggage on an aircraft when you disembark or if you leave any belongings in the airport terminal.

10.5 – COLLECTING THE WRONG BAG

If you happen to collect the wrong bag from the baggage carousel, it is your responsibility to immediately return the bag at your own cost to our staff or our Authorised Agent at the airport where you claimed the bag. You will be responsible for any costs associated with delivering the baggage to its rightful owner.

11 – REFUNDS

11.1 – NO REFUNDS

Except where required by law or government regulation, or where stated in these Conditions, no refunds will be given for unused, or partly used, fares, ancillary products, associated fees, charges, surcharges and taxes. Should you not travel on your Booking, the fare and associated fees and charges will be forfeited without refund. Refunds for third-party products or services are governed by the provider terms and conditions and must be requested through the third party service provider.

12 – GUEST RESPONSIBILITY

12.1 – YOUR RESPONSIBILITIES

NokScoot expects you to take a part in ensuring that you and your fellow guests have a smooth and enjoyable travel experience; before, during and after your flight:

- a) You assume sole responsibility for all pre-travel planning – including, but not limited to visa requirements, health requirements, destination details (see 3.1).
- b) You shall submit to any security checks performed by government or airport officials, or NokScoot.
- c) If required, you shall attend inspection of your Baggage, checked or unchecked, by NokScoot, customs or other government officials. You acknowledge that NokScoot is not liable for any loss or damage suffered by you through failure to comply with this requirement.

12.2 – ONBOARD CONDUCT

In order to maximize the safety and comfort of you and all Guests, you must comply with the following requirements, and all other directions of any crew member on your NokScoot flight(s), when on board:

- Stow Cabin Baggage under the seat in front of you or in the overhead lockers;
- Take care when you open overhead lockers, since Cabin Baggage may move during flight;



- Keep your seatbelt fastened when seated;
- Remain seated with your seatbelt securely fastened during turbulence;
- Stay seated as directed, in particular while the aircraft is moving on the tarmac;
- Do not operate any electronic devices including cellular telephones, laptop computers, tablets, recorders, radios, CD players, MP3 players, electronic games, laser products or transmitting devices, walkie-talkies, remote or radio controlled toys that could interfere with the flight. If you fail to comply with our requests in this regard, we may retain the device until the end of the flight. Hearing aids and heart pacemakers are permitted;
- Do not smoke (see 12.5);
- If you drink alcohol, drink only in moderation and only alcohol served on your NokScoot flight as part of our inflight bar service;
- Use infant restraints as directed; and
- Do not behave in a manner to which other Guests may reasonably object.

12.3 – CONTROL OF GUESTS

In our effort to maintain Guest safety and comfort, we may restrain or remove you from any flight if, for example, you:

- Conduct yourself so as to endanger the safety of the aircraft or any person or property on board;
- Obstruct, or fail to comply with any direction of, any crew member;
- Behave in a manner to which other Guests may reasonably object;
- Interfere with a crew member who is performing his or her duties aboard an aircraft; or
- Tamper or interfere with the aircraft or its equipment; If we find it necessary to offload you, you may be refused further carriage on NokScoot, may be prosecuted for offences committed on board the aircraft, and may not receive a refund.

12.4 – DIVERSION COSTS

You are responsible for any and all costs associated with a flight diversion or landing at an unscheduled airport as a result of your improper behavior as described in 12.2 and 12.3.

12.5 – SMOKING STRICTLY PROHIBITED

Smoking is not permitted at any time on any NokScoot flight.

12.6 – REFUSAL OF ENTRY

The below provisions apply in the event that you are denied entry by immigration officials at your destination.

- a) NokScoot will not refund any fare or associated fees, charges and taxes for travel to the point of refusal of entry or deportation.
- b) You agree to pay the applicable fare and charges and taxes, whenever NokScoot, under government order, is required to transport you to your point of origin or an alternative destination.



c) You are responsible to pay any fines, expenses or charges that result from a refusal of entry, deportation order, or failure to comply with any other laws, regulations, demands or orders. If NokScoot incurs any costs for these same reasons, you agree to promptly reimburse NokScoot for all amounts paid by NokScoot, including reasonable attorneys' fees. In the event you fail to promptly reimburse NokScoot, you authorize Scoot to charge your credit card for any such amounts.

d) You acknowledge that NokScoot may apply towards such payment or expenditure the value of any unused carriage on your Itinerary, or any of your funds in our possession.

13 – NOKSCOOT LIABILITIES

13.1 – NOKSCOOT CONDITIONS OF CARRIAGE

These Conditions govern NokScoot's liability to you. The liability of any other Carrier included in your journey is governed by that Carrier's conditions of carriage.

13.2 – GOVERNED BY CONVENTION

International Carriage will be governed by the Convention, where applicable, or under these Conditions of Carriage and applicable laws where the Convention does not apply. Our liability may be limited in respect of death or injury and for destruction or loss of, or damage to, Baggage, and for delay.

13.3 – NEGLIGENCE BY YOU

If we prove that any damage was caused by, or contributed to by you, our liability may be reduced in accordance with applicable laws.

13.4 – NOKSCOOT LIABILITY FOR DEATH / INJURY

a) International Travel

- For any recoverable compensatory damages arising under Article 17 of the Convention (if the Convention applies to your journey) up to the sum of the equivalent of [USD10,000] (about THB327,000), we will not exclude or limit our liability, provided that if in accordance with applicable law a different limit of liability is applicable such different limits shall apply. However, any liability we may have for damage will be reduced in accordance with applicable law by any negligence on your part that causes or contributes to the damage;

- We will not be liable for damages arising under Article 17 to the extent that they exceed for each Guest is [USD10,000] (about THB327,000), provided that if in accordance with applicable law a different limit of liability is applicable such different limits shall apply, if we prove that:

- 1) Such damage was not due to the negligence or other wrongful act or omission of us or our agents; or

- 2) Such damage was solely due to the negligence or other wrongful act or omission of a third party.



b) General

- We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition;
- Subject to inconsistency with any applicable statute, we shall not be liable for nervous shock, psychiatric or psychological injury, hurt feelings, distress, anguish, grief, anxiety, aggravation or the like, regardless of the cause or the basis of the claim.

13.5 – NOKSCOOT LIABILITY FOR DAMAGED BAGGAGE

a) International Travel

- For International Travel, NokScoot's liability for loss or damage to baggage is limited by applicable legislation or Convention according to the journey involved. For example, where the Warsaw Convention applies, the limit will be approximately US\$20 (about THB654) per kilo.

b) General

- NokScoot will be liable only for major Damage occurring during carriage booked on our Airline Designator Code. If we check Baggage on the flight of another carrier, we only do so as agent for that Carrier. Nevertheless, with respect to Checked Baggage, you may also have a right of action against the first or last Carrier;
- NokScoot is not liable for any Damage to your Cabin Baggage unless such Damage is caused by our negligence;
- NokScoot is not liable for any Damage caused by your Baggage. You are responsible for any Damage caused by your Baggage to other persons or property, including our property;
- NokScoot is not liable for normal wear and tear of Baggage such as small scratches, scuffs, dents, cracks and cuts; or for unsuitably packed, perishable, damaged or fragile baggage, for water damage to non-water resistant baggage or any damage to external fixtures such as handles, wheels, zippers or locks, including luggage tags, luggage belts, insignia or similar.

Except to the extent required by law, NokScoot is not liable for Damage/loss/delay to contents of your Checked Baggage. This includes, but is not limited to, fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, or passports and other identification documents

13.6 – Items on Limited Release

- Sporting Equipment including but not limited to large fishing rods, bicycles, scooters, surfboards, body-boards, snowboards and skis can be carried in the hold of the aircraft subject to space being available. NokScoot is prepared to carry such items on a 'limited release' (i.e. entirely at your own risk for damage or delay) basis. You may want to purchase insurance to cover these items.



- Infant Equipment including but not limited to prams, buggies and car seats may be carried in the hold of the aircraft subject to space being available. NokScoot may carry such items on a 'limited release' (i.e. entirely at your own risk for damage or delay) basis. You may want to purchase insurance to cover these items.
- Musical Instruments including but not limited bugle, clarinet, flute, piccolo, trumpet, violin or viola may be carried in the hold of the aircraft subject to space being available. NokScoot may carry such items on a 'limited release' (i.e. entirely at your own risk for damage or delay) basis. You may want to purchase insurance to cover these items.

13.7 – GENERAL

- a) NokScoot is not liable for any damage arising from its compliance with any laws or government regulations or your failure to comply with the same;
- b) These Conditions (including any exclusion or limitation of liability) shall apply to and be for the benefit of NokScoot's Authorised Agents, employees and representatives and agents to the same extent as they apply to us. The total amount that you can recover from NokScoot, its Authorised Agents, employees, representatives and agents shall not be more than the total amount of NokScoot's liability, if any;
- c) Except where these Conditions provide otherwise, NokScoot's liability, if any, shall be limited to proven compensatory damages. NokScoot shall not in any circumstances be liable for indirect or consequential damages and in no event shall NokScoot's obligations exceed any liability specified in these Conditions of Carriage;
- d) Nothing in these Conditions of Carriage:
- Except where stated otherwise by NokScoot, gives up any exclusion or limitation of liability to which NokScoot is entitled under any laws which may apply; or
 - Gives up any defense available to NokScoot under any laws which apply including against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Guest.
- e) Liability for breach of condition or warranty: To the extent permitted by law, NokScoot excludes all liability for any costs, expenses, losses or damages whatsoever that may arise in any way in connection with the carriage. If the relevant law implies a condition or warranty that cannot be excluded, the liability of NokScoot for a breach of the condition or warranty will be limited to either supplying the services again or paying the cost of having the services supplied again, as determined by NokScoot in its absolute discretion.

14 – YOUR CLAIMS

14.1 – CLAIMS IN WRITING

Unless stated otherwise in these Conditions, NokScoot requires all claims by you to be submitted in writing to our address within 90 days of the date of travel specified in the



Booking:

NokScoot Airlines Co., Ltd.

999/9 The Offices at Central World, 26th Floor, Rama I Road, Pathumwan Sub-District,
Pathumwan District, Bangkok 10330, Thailand

14.2 – BAGGAGE CLAIMS

Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage between us.

We shall not be liable for baggage claims unless in the case of damage to Checked Baggage, you report the damage to NokScoot staff or our Authorised Agent prior to leaving the baggage claim area, and at the latest, within seven (7) days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one (21) days from the date on which the baggage has been made available to you. Every complaint must be made in writing and postmarked within the times aforesaid.

All claims for damaged or delayed baggage are to be addressed to:

Charles Taylor Adjusting (CTA)

Address: Charles Taylor Adjusting, 140 Cecil Street #15-00 PIL Building, Singapore 069540

Email : NokScootclaims@ctplc.com

Fax number: (+65) 6423 0150

Tel number:(+65) 6506 2895

14.3 – CLOTHING

Any incident involving damage to your clothing worn or taken into the aircraft cabin must be immediately reported to our cabin crew.

14.4 – CLAIMS LIMITATION

Unless your right to claim for Damages has expired earlier as provided elsewhere in these Conditions, you will have no right to claim for Damages if court proceedings are not brought within two years from:

- The date of your arrival at your destination;
- The date the aircraft should have arrived; or
- The date on which your carriage stopped. The method of calculating the period of limitation will be determined by the law of the court where the case is heard but in accordance with the provisions of the applicable law.