

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. See also notices headed "Advice to international Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations"

(A) CONDITIONS OF CONTRACT

1. As used in this contract "ticket" means this passenger ticket and baggage check of which these conditions and the notices form part, "carriage" is equivalent to "transportation," "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at the Hague, 28th September 1955, whichever may be applicable.
2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Montreal Convention for the Unification of Certain Rules for International Carriage by Air unless such carriage is not "International Carriage" as defined by that Convention. For carriage wholly within Nigeria, the provisions of the Carriage by Air of Montreal protocol and the current National Aviation Policy made thereunder apply.
3. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (i) provisions contained in this ticket, (ii) applicable tariffs, (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier).
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
5. This air tickets is good for travel only on FirstNation Airways Limited.
6. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.

7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage, complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within three (3) days from receipt; in case of delay, complaint must be made within seven (7) days from date the baggage was checked-in. See tariffs or conditions of carriage regarding non-international transportation.
8. This ticket is good for carriage for three (3) months from date of issue, except as otherwise provided in the ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
9. Carrier undertakes to use its best effort to carry the passenger and baggage with reasonable dispatch. Time shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to changes without notice. Carrier assumes no responsibility for making connections.
10. Passenger shall arrive at the airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.
12. Carrier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carrier's tariffs, rules or regulations.

(B) CONDITIONS OF SALES

1. Check-in Time
The times shown on the flight coupons of this ticket are the departure times of the aircraft. Check in times, as shown in the timetable, are the latest times at which passengers can be accepted for travel allowing the necessary time to complete all formalities. Flight cannot be held for passengers arriving late, and no responsibility can be accepted in such cases. Passengers are advised to report for check-in one hour thirty minutes before their flight as check-in counter shall close thirty minutes before departure
2. "No-Show" Passengers
On most airlines, including FirstNation Airways, a proportion of passengers who have booked seats do not present themselves for their flight. These passengers are known as "no-shows." Their number varies from route to route, but may be substantial. If you have a booking on one of our flights but know that you are not going to be able to travel on that flight, please let us know as early as possible. Knowing that you are not going to use your reservation we can then offer the seat to another customer who otherwise

would be unable to travel. Remember that one day you may be the passenger needing a reservation on an already fully booked flight.

3. Overbooking

In order to minimize the effect of “no-show,” and to enable their seats to be used by passengers who otherwise would not be able to travel on their chosen flight, FirstNation Airways and most major airlines may overbook service. By careful monitoring and control we do our utmost to match the number of available seats to the number of passengers that we expect will appear for the flight.

4. Guarantee of Seat Availability

Whilst FirstNation Airways makes effort to provide seats for which confirmed reservations have been made, no absolute guarantee of seat availability is denoted by the expression reservation, bookings, status OK and the timings attached to them.

5. Cabin Baggage-Important Notice

For security and safety reasons only, one piece of hand baggage, which must not be larger than 20” x 15” x 10” (15cm x 37cm x25cm) and weighing under 10kg, will normally be allowed in the cabin.

6. Important Notice: Special Fare Restrictions

Many “special” fares are issued subject to conditions which may restrict or prohibit any change of booking and may limit the amount of any refund due in the event of cancellation or failure to travel. Insurance cover is available in certain circumstances and you should contact your airline office or travel agent for details.

7. Domestic Travel Restriction

Domestic fares in Nigeria are special fares, where “No-Show” attract surcharge sometime of up to 50% of fare paid or forfeiture of the whole fare. All passengers travelling on domestic flights shall report for boarding one hour and present themselves for check-in at the counter for seat allocation before departure or they may lose their seats.

8. Refund Policy

Our refund policy is guided by the type of tickets and special tickets shall not be refunded in the event of flight delay or outright cancellation. Please check the refund policy on the ticket prior to payment. In every flight cancellation, service withdrawer, special fare tickets only validity will be extended for future use on our service. FirstNation Airways have agreement with other airlines to accept our ticket but your ticket will not be valid for endorsement to other airlines in the event of delays or service cancellation.

9. Passenger shall comply with government travel requirements, present exit, entry and other required documents.

10. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

11. Inclusion of the Air designator code in the "carrier" box denotes First Nation Airways Limited as actual carrier, unless the flight is listed in FirstNation Airways Limited's timetable or notified to the passengers as being operated by another carrier pursuant to a code share, or some other arrangement.

C) **ADVICE TO ALL PASSENGERS ON LIMITATIONS OF LIABILITY**

1. Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed USD75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier.
2. For such passengers travelling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately USC10,000 or USD20,000. The names of carriers, parties to such special contracts are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contract of carriage. For further information please consult your airline or insurance company representative.

*Note: The limit of liability of USD75,000 above is inclusive of legal fees and costs except that in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of USD58,000 exclusive of legal fees and costs.

(D) **NOTICE OF BAGGAGE LIABILITY**

1. Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately USD9.07 per pound (USD20.00 per kilo) for checked baggage and USD400 per passenger for unchecked baggage. For travel wholly between US points, Federal rules require any limit on an airlines baggage liability to be at least USD2,500 per passenger. Excess valuation may be declared on certain types of articles. Some carriers assume

no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

(E) NOTICE OF GOVERNMENT IMPOSED TAXES, FEES AND CHARGES

1. The price of this ticket may include taxes, fees and charges which are imposed on air transportation by government authorities. These taxes and charges, which may represent a significant portion of the cost of air travel, are either included in the fare, or shown separately in the "TAX/FEE/CHARGE" box(es) of this ticket. You may also require to pay taxes, fees and charges not already collected.

(F) BEWARE OF TOUTS

1. Touts are major problems at some of our Airports in Nigeria, and FirstNation supports the Federal Airport Authority of Nigeria (FAAN) campaign against touting. Some Airlines have also unprofessionally engaged touts as sales canvassers by giving touts Airline Identification Cards, this practice is illegal. Passengers are also partly responsible for the menace, if passengers refuse to patronize or deal with touts, they will be assisting us in dealing with this severe security risk.
2. Touts misrepresent facts by creating artificial panic that FirstNation flights are full in order to extort money from passengers. Passengers are not required to pay for boarding pass, taxes or additional airports charges, as these charges are already included in the airfare paid. Please refuse strongly to make additional payments.
3. Please, buy your tickets in advance by visiting www.flyfirstnation.com to avoid the rush at the airport and reduce the harassment by touts. Do not deal with touts; help us rid our Airport of touts. Please approach our counter or demand to see the Station Manager for Airport assistance. FirstNation will not accept responsibility for any passenger dealing with touts.