

CONTRACT OF CARRIAGE

Terms and conditions governing the transportation of Customers and baggage by National Airlines ("National").

01 SCOPE OF CONTRACT

Carriage is subject to the rules and limitations relating to liability established by the Montreal Convention or the Warsaw Convention unless the carriage is not "international carriage" as defined by the Conventions.

Any exclusion or limitation of liability of the Carrier shall apply to and benefit the Carrier's employees, agents, and representatives, as well as any person whose aircraft is used by the Carrier for carriage and that person's employees, agents, and representatives.

Customers who are transported by the Carrier pursuant to a private charter contract for the entire aircraft (sometimes referred to as a private charter) shall be subject to the terms of the charter contract regarding reservations, and refund policies, in addition to this Contract which governs the Carriage of the customer and baggage.

02 DEFINITIONS

As used in this Contract:

"Carriage" is equivalent to transportation.

"Carrier" means National Airlines and any air carrier that carries or undertakes to carry the customer or the customer's baggage hereunder or performs any service incidental to such air carriage.

"Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, done at Warsaw on October 12, 1929, including any amendments, protocols, supplementary conventions, and successor instruments applicable to the transportation provided by Carrier.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, adopted on May 28, 1999, in Montreal, Canada.

Carry-On Baggage - Any property of a customer permitted for transportation in the cabin of the aircraft with the Customer and which is not checked into the custody of National Airlines.

Checked Baggage - Any property of a customer which is accepted for transportation and delivered into the custody of National Airlines.

Department of Transportation - The United States Department of Transportation, which may also be referred to as "the DOT."

Direct threat - A significant risk to the health or safety of others that cannot be eliminated by modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.

Domestic Trip - "Domestic" trip or travel or flight or carriage means the entire air transportation - the place of departure, the place of destination, and any stopovers - is between points within the United States.

Force Majeure Event - Any condition beyond the control of National Airlines. By way of example:

- Meteorological conditions, acts of God, riots, civil commotion, acts of terrorism, embargoes, wars, hostilities, disturbances, or unsettled international conditions that are actual, threatened or reported;
- Any strike, work stoppage, slowdown, lockout, or any other labor related dispute involving or affecting National Airlines;
- Any government regulation, demand or requirement; or
- Any fact not reasonably foreseen, anticipated, or predicted by National Airlines.

Hazardous Materials - Materials deemed by the DOT as dangerous for flight. See the Pipeline and Hazardous Materials Safety Administration of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 180 (49 CFR 171-180).

Individuals with Disability - Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

Infant - A person who has not reached his/her second birthday as of the date of commencement of travel.

International Trip - "International" trip or travel or flight or carriage means any carriage between U.S. and foreign points. However, when the Montreal or Warsaw Convention is applicable, the definitions of "International" stated therein prevail.

National Airlines - The air carrier providing carriage to persons and/or baggage under this Contract of Carriage. National Airlines may also be referred in this Contract as "National" or "the Carrier."

Customer - Any person, except members of the crew, carried or holding a confirmed reservation for carriage on a National aircraft for a designated flight.

Special Drawing Rights - A unit of currency established by the International Monetary Fund based on a number of major world currencies. Its value fluctuates. It may also be referred to as "SDR" in this Contract.

03 INFANTS AND CHILDREN

03-01 General and International Travel Requirements

National welcomes children of all ages (over seven days old) on our flights. National may require proof of age by a birth certificate or passport (or other official document) for Customers under 18 years old. For children travelling internationally, parents or guardians must verify international documentation requirements for the relevant countries. Canada does not allow children to travel on their parent's passport.

Travelers from Canada under 18 years old traveling internationally without both parents or legal guardian traveling with them will require completion and notarization of a Parental Consent Form by parents/guardian not flying with the child.
<http://travel.gc.ca/travelling/children/consent-letter> Baggage limits are not increased because a Customer has a lap Infant.

03-02 Our Youngest Guests, 7 Days to 2 Years (Infants)

National welcomes Infants as young as seven days old but requires a medical release and a birth certificate at the time of boarding for little travelers under the age of 14 days.

Children under two (2) years of age may travel without their own seat and may be transported as lap children. Customers must notify National at the time of booking if they will be traveling with an infant on their lap. A birth certificate must be presented at boarding, and additional documentation may be required.

- A lap child may be held only by:
- A Customer who is at least eighteen (18) years of age; or
- The child's parent, regardless of the parent's age.

Only one (1) lap child is permitted per adult. If a customer is traveling with more than one child under two (2) years of age, a separate seat must be designated for each additional manifested infant. National may require that any child restraint system used during critical phases of flight be approved by the Federal Aviation Administration (FAA). However, National does not require the use of a child restraint system. For information regarding FAA-approved child restraint systems (CRSs), please visit the FAA's Kids Corner website: [FAA Kids Corner](#).

Note: The use of an FAA-approved child restraint system is strongly encouraged whenever a separate seat has been designated for an infant or young child.

National may collect APHIS (Department of Agriculture) and USCIS (Citizenship and Immigration) data at the time of check-in for the lap infant if not previously provided.

03-03 Children Two Through Five Years Old

Children who have reached their second birthday must occupy their own reserved seat. Children between two (2) years of age and five (5) years of age, up to but not including their sixth birthday, may not travel as lap children and must be accompanied in the same class of service by a customer who is at least eighteen (18) years of age, or by the child's parent regardless of the parent's age. A birth certificate or other acceptable documentation verifying the child's age must be presented at boarding. Additional documentation may also be required. The use of an FAA-approved child restraint system is recommended for children between two (2) and five (5) years of age but is not required. If a child restraint system is used, it must be approved by the Federal Aviation Administration (FAA).

National does not accept unaccompanied minors for transportation. As a condition of carriage, any Customer under eighteen (18) years of age must be accompanied throughout travel by a parent, legal guardian, or other accompanying Customer who is at least eighteen (18) years of age and traveling in the same class of service.

04 SPECIAL NEEDS CUSTOMERS AND SERVICE/SUPPORT ANIMALS

04-01 Customers with Disabilities

National Airlines is committed to providing our Customers with disabilities courteous, respectful, professional service from the moment they contact us to the moment they leave the airport after arriving at their destination. National Airlines will not discriminate against any customer with a disability.

National follows the U.S. Department of Transportation regulations outlined in "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382). The following is a partial list of services National provides that are in-line with these DOT regulations:

- Offer of pre-boarding before other customers.
- Assistance in boarding and deplaning.
- Assistance in loading and retrieving carry-on items.
- The storage for one Customer's collapsible, manual wheelchair in the cabin of each aircraft, on a first-come, first-served basis.

Transportation of wheelchairs, including folding, collapsible or non-folding un-powered wheelchairs, electric powered wheelchairs, and electric powered carts. Customers are requested to provide notice at the time of booking when traveling with an electric wheelchair or powered cart and are encouraged to arrive at least two (2) hours before a domestic flight and three (3) hours before an international flight. Although reasonable efforts will be made, National reserves the right to require additional processing time or to decline carriage on the scheduled flight if the mobility device is presented after the applicable check-in deadline and National is unable to accommodate the device safely and in compliance with applicable regulations. Wheelchairs or carts carried in the baggage compartment returned to their owners as close to the airplane door after deplaning as possible. These may be checked at a designated area or the departure location, are free of charge (they are not counted toward your luggage limits). Please be aware that the FAA places certain restrictions on carriage and stowage of batteries. Carriage in-cabin of certain brands/models of medically necessary Portable Oxygen Concentrators (POCs). Customers intending to travel with a POC must inform National at the time of booking, but in no instance less than 48 hours prior to flight. In-cabin stowage for other mobility aids such as crutches, braces, canes, and walkers, provided approved stowage is available and complies with federal guidelines.

- An onboard aisle chair for Customers who need assistance to/from the lavatory.
- A limited number of pre-reserved seats on each aircraft blocked to accommodate Customers who identify themselves as having a qualified disability

National Airlines may require a Customer with a disability to travel with an assistant under special safety conditions such as the following:

- A Customer, because of a mental disability, is unable to understand or respond appropriately to safety instructions from National Airlines' personnel;
 - A Customer with a severe mobility impairment who is unable to physically assist in his/her own evacuation of the aircraft should an emergency occur;
- A Customer with both severe hearing and severe vision impairments who cannot establish a means of communication sufficient to receive safety instructions and assist in an emergency evacuation. National also may require advance notice of travel when permitted by 14 CFR Part 382.

04-02 Trained Service Animals

Subject to applicable safety, behavior, animal-health, and documentation requirements, National will accept a trained service animal accompanying a qualified individual with a disability at no additional charge. For purposes of this Contract, a “service animal” means a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Emotional support animals, comfort animals, companionship animals, and species other than dogs are not service animals under 14 CFR Part 382. The service animal must remain under the Customer’s control and must fit on the Customer’s lap or within the Customer’s foot space without encroaching on another Customer’s space or obstructing an aisle or emergency exit. Service animals may not occupy a seat, and exit-row seating is prohibited. Customers traveling with emotional service animals must provide a minimum 48-hour advance notification to National Airlines and must submit a DOT Service Animal Air Transportation form and all required health and customs documentation. Additional health, customs, or entry documentation may be required for an animal traveling internationally. Customers are responsible for satisfying the requirements of the destination and transit countries. For entry of a dog into the United States, Customers must comply with current U.S. Centers for Disease Control and Prevention requirements. Upon obtaining all required approvals, the Customer should notify National as early as practicable that the service animal will travel on the flight.

Additional documentation may be required for an animal traveling to an international destination. Customers should contact the appropriate consulate or embassy to make sure that all necessary procedures are followed. Customers must comply with CDC requirements related to the entry of dogs into the United States. Once a Customer has approval from the required authorities, he/she must provide National notice at least 48-hours prior to scheduled departure that the animal is cleared and will be on the flight.

04-03 Complaint Resolution Officer

National Airlines has a Complaint Resolution Officer, available either in person or by telephone, to respond to issues surrounding National’s service to our customers with disabilities. Complaints also may be filed with National Airlines at 1-888-472-9611 or by using the following link: <https://www.nationalairlines.com/passenger-support/>

05 CHECKED BAGGAGE

05-01 Checked Baggage General

- Customers may present Baggage for check-in up to two (2) hours prior to the scheduled departure time of a domestic flight and up to three (3) hours prior to the scheduled departure time of an international flight and, upon completion of check-in, must remain within the airport premises until departure.
- Customers must present all Baggage for check-in at the designated check-in location no later than sixty (60) minutes before the scheduled departure time of an international flight and no later than forty-five (45) minutes before the scheduled departure time of a domestic flight. National reserves the right, in its sole discretion, to refuse to accept as checked Baggage any item presented after the applicable check-in deadline.
- National will only accept Baggage for transportation on a flight on which the Customer is transported.
- Each piece of Baggage tendered for carriage must have a current identification tag or label on the outside with the Customer’s name, address, and telephone number.
- National may refuse to accept property as Baggage that might cause damage to other baggage or to persons (e.g., sharp objects). National will not accept as Baggage any item it determines cannot be safely carried in the Baggage compartment of the aircraft.
- National will not transport hazardous materials.
- Lithium batteries will not be allowed as checked Baggage.
- If National fails to have a checked bag at the destination location after arrival, National will make every effort to get the bag to the Customer within a reasonable period of time of the customer’s arrival at the destination airport.
- National does not accept hover boards or self-balancing transportation devices on board its aircraft as checked baggage.
- In its discretion, National will not transport onboard its aircraft as checked baggage any baggage deemed unsafe.

05-02 Checked Baggage Weight, Size and Number Limitations

Weight/Size Limitations: Bags over 100 pounds/45.36kg or with a greater overall dimension than 80 inches/(203.2cm (height plus width plus length)) will not be accepted for carriage.

Military: Notwithstanding the above, members of the U.S. or Canadian military with active-duty status may check up to three pieces of baggage, with none weighing more than 100 pounds or exceeding 80 inches in overall dimensions.

Car seats, strollers, and wheelchairs may be checked without being counted toward the Customer's baggage allowance or excess baggage fees. Wheelchairs and other assistive devices are accepted in accordance with 14 CFR Part 382 and may exceed ordinary dimensional limits.

05-03 Sports Equipment

Customers may check the following items of sports equipment packed in a hard-sided container:

- One golf bag
- Fishing equipment
- Water or Snow skis or snowboard
- Scuba equipment (cylinder/tank must be unpressurized)
- Skateboard
- Windsurfing/kitesurfing board
- Hockey equipment
- Archery equipment
- Bicycle - single seat, non-motorized, packed in hard-sided bicycle case; pedals and handlebars removed
- Other if pre-approved by National Airlines

Sports equipment containers will not be counted toward the baggage allotment. They also will not be limited to the overall dimensions allowed, however the packed container must not exceed 100 pounds.

05-04 Firearms and Ammunition

In order to check a firearm, a Customer must be over 18 years old and have advised National at time of booking the nature of the cargo to be checked. Firearms must be unloaded. The Customer must read and sign a Firearms Unloaded Declaration Tag at the time of checking the Baggage. The firearm must be packed in either a lockable crush-proof container designed for the firearm or in a hard sided container with TSA approved locks or combination locks (with the Customer retaining the combination numbers). If the firearm case cannot be locked, National will refuse carriage. Customers must remain present during screening in order to unlock and relock the firearm container.

Customers may check up to ten pounds of ammunition. Ammunition must be in separate baggage from the firearm. The ammunition must be packaged in the manufacturer's original container.

Laws regarding the carrying of firearms vary. Each Customer transporting a firearm to, from or in the airport and checking it for carriage is responsible for knowing and adhering to all relevant legal requirements. Firearms are not permitted on flights to/from Puerto Rico without prior approval and written authorization from the Superintendent of Police in Puerto Rico.

Firearms and International Flights: The Customer checking firearms/ammunition is responsible for knowing the laws of the origination and destination countries, and completing whatever steps are necessary to allow the transport of firearms/ammunition over borders.

One piece of shooting equipment, properly packaged as described above, with or without a small ammunitions package, will be allowed without counting as a checked bag. The overall dimensions of the firearms/ammunition may exceed the limits for ordinary baggage, however, the weight limits still apply.

05-05 Fragile and Perishable Items

National reserves the right to refuse to carry any fragile or perishable items. If National agrees to carry fragile or perishable items, National may require the Customer to sign a release with respect to such items. Except as otherwise required by applicable law, National shall not be held responsible for loss, damage, spoilage, or delay of fragile or perishable items whether or not a waiver is signed.

Examples of fragile items: bicycles, photographic equipment, ceramics, china, crystal, figurines, flowers, glass items, maps, mirrors, musical instruments, unsuitably protected sporting goods, electronics, papers, paintings, liquids, bottles (empty or full), plants, strollers, vases, jewelry, watches, medicines, tools, any unprotected item individually checked or tied to the outside of baggage.

Examples of perishable items: fruits, vegetables, meats, fish, poultry, baked goods, plants, flowers. These items may be subject to agricultural rules of the origin and/or destination locations. Perishable items must not violate any applicable agriculture transport rules.

05-06 Hazardous or Dangerous Goods

Hazardous materials or goods may not be checked in baggage or carried on the aircraft. Examples of hazardous goods: compressed gases, corrosives such as acids and wet batteries, paint, explosives such as fireworks, flammables such as matches and lighter fluids, magnetic and radioactive materials, and all other items restricted by government, specifically DOT, regulations. In addition to hazardous materials, many items are considered dangerous and are not permitted beyond the airport security screening checkpoint. Examples: weapons, cutting instruments of any kind, ice picks, straight razors, metal scissors with pointed tips, metal nail files, corkscrews, baseball bats, golf clubs, pool cues, ski poles, hockey sticks.

05-07 Carry-On Baggage

Customers are generally allowed to carry-on one bag and one personal item such as a purse, diaper bag or small computer bag that fits completely under the seat directly in front of the Customer. The carry-on baggage must be able to fit in the overhead bin. The size limit for carry-on items is twenty-two inches by fourteen inches by nine inches (22" x 14" x 9"; 55.88cm x 35.56cm x 22.86cm).

On fuller flights, in-cabin space may fill beyond capacity, limiting some of our last-to-board Customers to carry on only their personal item. In that case, the larger carry-on bag will be tagged and transported in the cargo bin at no additional cost. After landing, tagged bags will be delivered to bag check areas along with regular checked baggage.

National does not accept hover boards or self-balancing transportation devices on board its aircraft as carry-on baggage. In its discretion, National will not transport onboard its aircraft as carry-on baggage any baggage deemed unsafe.

05-08 Musical Instruments, Child Restraint Systems, and Seat Baggage

Musical Instruments: Musical Instruments may be carried in the cabin, checked as baggage or strapped in a seat reserved for the fine instrument.

Carry On: A Customer may carry a smaller musical instrument as one of the allowed carry-ons if it meets the standards for stowage in the overhead bin (and there is available space) or under the seat in front of the Customer.

Checked Baggage: The instrument should be packed in a hard-shell case. The instrument will count toward the Customer's baggage allotment. Excess weight and size limitations and fees will apply as appropriate. Instruments are checked as limited liability items.

Instrument in a Customer Seat: Larger instruments that cannot be stowed overhead or beneath a seat may be secured in an empty/available seat. The instrument must be in a case and/or adequately covered to prevent injury to customers, not exceed 85 pounds, and must be able to be secured properly in a window seat by an aircraft seatbelt.

Child Restraint Systems: A child restraint system will be accepted for carriage in the cabin only if it can be stowed in the overhead compartment or under the seat or when an additional seat is ticketed for the Infant or child and the restraint can be properly secured by the seat belt. The Infant/child may not be secured in the restraint system during ground movement, takeoff, landing or any other time when the Fasten Seat Belt sign is on unless the restraint system is government approved.

Other Seat Baggage: At National's discretion, an item of baggage may occupy a seat provided the Customer accompanies the item, the item can be properly secured in the seat and carriage in this manner will not pose a safety risk.

05-09 Procedures for Baggage Claims and Limits of Liability

National Airlines assumes no liability for items lost, damaged or confiscated as a result of security screening, loss or damage incurred in customer waiting rooms or concourses, or loss or damage for property not checked in to National's custody.

Carry-On Baggage: For travel within the United States, carry-on baggage is the sole responsibility of the Customer; National Airlines has no responsibility or liability for lost, forgotten, stolen or damaged items carried in the cabin.

Checked Baggage: If a customer determines that his/her checked bag is not at the designated baggage location at the destination, then National will cover reasonable expenses, as outlined in National's Customer Service Plan, so long as the customer submitted written notice to National's agent within four hours of the flight arrival. National's Customer Service Plan is available at www.nationalairlines.com.

Total liability for provable damages for direct or consequential damages resulting from the loss, delay or damage to baggage in National Airlines' custody is limited as follows:

1. For travel wholly within the United States, up to \$4,700 per Customer.
2. For international travel (including domestic portions of international flights) to which the Montreal Convention applies, liability for loss, delays, or damage is limited to 1,519 Special Drawing Rights per Customer for checked and carry-on baggage combined.

The above stated amounts are limits: All claims are subject to proof of value and loss, except that Customers with Qualified Disabilities traveling with wheelchairs or other mobility devices are exempt from liability restrictions for delays, or loss or damage to these items.

For domestic travel, except as otherwise required by applicable law, National assumes no liability for valuable items such as money, business documents, photographic or electronic instruments, medications, antiques, or jewelry. For international carriage, National's liability for accepted checked baggage is governed by the applicable Convention and may not be excluded by this provision. When National has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables or for damage to or caused by fragile items, items unsuitably packed whether inside baggage or as a special item. National assumes no liability for damage such as dents, scratches, scuffs, stains, cuts or damage to wheels or retractable handles that result from normal wear and tear.

Domestic Baggage Procedures:

- Damage to checked baggage must be reported to National Airlines at the arrival city or through its Customer Support line (<https://www.nationalairlines.com/passenger-support/baggage-claim-form/>) within four hours of arrival, but in no event before leaving the arrival airport, except in the case of delayed baggage delivery in which case the report must be submitted within twenty-four hours of delivery of the bag.
- As to loss of a checked bag, the initial report must be made before the Customer leaves the arrival airport, and if the bag is not delivered within twenty-four hours of arrival then the subsequent report must be made within twenty-four hours after that twenty-four hour delivery window has passed.
- Damage to or missing contents must be reported within twelve hours of arrival.
- If compensation is sought for a damage or loss, a written claim must be received by National no later than thirty days after the initial report was received. In the case of damage to baggage, National shall have no liability unless the Customer filed an initial report prior to leaving the arrival airport; or for delayed delivery, within twenty-four hours from the time the Customer received the baggage. National may require the damaged baggage to be presented to National for repair within thirty days of National's receipt of the damage report seeking compensation.

Failure to report delayed or damaged baggage or missing contents within the time limits above releases National from liability. National may disallow any claim for loss or damage that contains misrepresentations, or when the Customer fails to provide proof of loss in the form of receipts of purchase. National assumes no liability for any indirect, consequential, incidental, punitive or special damages resulting from loss, damage or delayed delivery of checked baggage.

Additional information regarding National's policies on lost, delayed or damaged baggage is available by calling our Customer Support line 1-888-472-9611.

06 PETS

National Airlines welcomes even your four legged-family members, offering several options to allow your dog or cat to go where you go.

In Cabin: National will accept small dogs and cats for transportation in the customer cabin under the following conditions:

- No more than four pets already have been accepted on the flight; pets are accepted on a first-come, first-served basis.
- At least 48 hours before scheduled departure, the Customer has notified National that he/she will be traveling with a Pet.
- The pet is contained in a carrier that fits underneath the seat in front of the Customer.
- The pet is at least 10 weeks old and is harmless, inoffensive, odorless, and requires no attention during transit.

Only one pet may be contained in a carrier. The pet may not be removed from the carrier during flight. The pet and carrier will count as the personal allowable item. National Airlines reserves the right to deny boarding to a pet that is misbehaved before boarding or otherwise doesn't meet the above listed standards.

Special restrictions regarding pets may apply for international travel, including a country refusing entry to the pet. The Customer, not National Airlines, is responsible to know the rules and regulations at the destination. National will have no liability or responsibility should the destination country deny entry.

In Baggage: National will accept dogs and cats over eight weeks old and properly kenneled as checked baggage, but carriage for these pets must be booked at least 48 hours prior to scheduled departure. Soft- or hard-sided kennels must be leak-proof and ventilated on at least two sides. The weight of the kennel with its resident(s) inside must not exceed 100 pounds. One pet is permitted per kennel, except that two puppies or kittens (not mixed), each under six months old and each weighing less than twenty pounds, may share a kennel. The number of kennels in baggage generally is limited to three but may vary on some flights.

Extreme seasonal weather in locations National operates may preclude carriage of animals in cargo.

To the extent permitted by applicable law, National will not be responsible for loss, delay, injury, sickness, or death of a pet accepted for transportation. This limitation does not apply where liability may not lawfully be waived or limited, including as provided by an applicable international Convention.

07 CHECK IN AND BOARDING

07-01 Minimum Check in Times and Presence at Boarding Location

National Airlines recommends that Customers arrive at the airport at least two and one-half (2½) hours before the scheduled departure time.

Customers must check in at the designated location at least two (2) hours before scheduled departure. Failure to do so may result in cancellation of transportation for that flight segment.

Customers must be present in the boarding area at least forty-five (45) minutes before scheduled departure.

Aircraft doors will close ten (10) minutes before scheduled departure.

Each customer eighteen (18) years of age or older must present valid government-issued photo identification, such as a driver's license or passport, at check-in.

For international travel, each customer must possess a valid passport and all other required travel documents at the time of boarding. Boarding will be denied if the required documents are not presented.

It is the customer's sole responsibility to comply with all check-in and boarding formalities, including document verification, baggage check-in, and security procedures. Carrier reserves the right to deny boarding to Customers and baggage that do not meet the check-in requirements listed above.

07-02 Refusal to Transport a Customer with a Confirmed Reservation

National Airlines may refuse to board, or may remove once boarded, the following:

- Persons who refuse to permit a search of person or property for explosives or dangerous weapons, articles or substances.
- Persons who refuse to produce identification upon request, including a valid passport book required for all international trips.
- A person who is pregnant and expecting delivery within seven days unless she has a doctor's certificate signed within three days of the flight stating that the doctor performed an examination within that same time frame and deemed her to be physically fit for the scheduled flight and its duration.
- Persons who have made misrepresentation which becomes evident at the airport, and the misrepresentation renders the person ineligible for Carriage.
- Persons who interfere or attempt to interfere with any crewmember in carrying out their duties.
- Persons who refuse or fail to comply with the prohibition on smoking established in 14 CFR 252.4.
- Persons who possess concealed or unconcealed dangerous weapons except as expressly authorized by applicable law and security requirements. and those who meet the qualifications of 49 CFR 1544.219).
- Persons who refuse to allow National or its agents to search person or property for prohibited items.
- Persons who appear to be intoxicated or under the influence of illegal drugs.
- Persons declared by authorities to be a high-risk prisoner.

- Persons who are barefoot (except children under five) or otherwise inappropriately clothed, except as necessary for medical reasons.
- Persons unable to occupy a seat with the armrest down and seatbelt (with extension if necessary) fastened.
- Persons who appear to have a serious health condition or a contagious disease that National determines, in its discretion, is a direct threat to the health and safety of others under DOT rules.
- Persons requiring an onboard stretcher, or drip IV or intramuscular feeding equipment.
- Persons who exhibit behaviors that may be hazardous to self or others, including conduct that is violent, disorderly, offensive, obscene, lewd, or abusive.
- Persons who do not meet other standards required for travel set forth in this Contract (e.g., minimum age, requirements).
- Any person who cannot be transported safely for any reason.

National Airlines' President or Director of Operations may permanently refuse to transport an individual who has repeatedly been denied boarding or removed from the aircraft due to violent, disorderly, offensive, or abusive conduct.

To the extent permitted by law, National shall not be liable to any Customer or other person for refusing to board or transport that Customer or any person on the aircraft. Nor shall National be liable to any of the Customers or other person for exercising its discretion not to refuse to board or transport or remove any Customer or other person on or from the aircraft.

Refund eligibility for a Customer refused boarding or removed under this Section will be determined by applicable law and the terms governing the transportation. For charter flights, refund conditions are governed by the contract between the Customer and the entity that organized the charter flight. To the extent permitted by law, National will not be liable for indirect, special, incidental, or consequential damages arising from a refusal to transport.

08 DELAYED AND CANCELLED FLIGHTS

08-01 Responsibility for Schedules and Operations

National Airlines may substitute aircraft, change seat assignments and alter schedules without notice as it deems necessary. National Airlines is not responsible or liable for any special, incidental or consequential damages arising from the foregoing. In the event of a Force Majeure Event as defined in Section 1, National may cancel, terminate, divert, postpone or delay a flight or the right of carriage without liability to National. National may reschedule the customer on another National flight.

In the event of a cancellation, or a diversion or flight delay of thirty minutes or more, National Airlines will make every effort to provide the most current, accurate information to customers in the airport or onboard the aircraft within thirty minutes of becoming aware of the information. National also will provide reasonable overnight accommodation, in some circumstances and subject to availability, for overnight delays. See National Airlines' Customer Service Plan for more information.

08-02 Extended Onboard Ground (Tarmac) Delays

In accordance with U.S. Department of Transportation regulations, National Airlines maintains and complies with a separate Contingency Plan for Lengthy Tarmac Delays. This Contingency Plan for Lengthy Tarmac Delays does not guarantee specific actions, is subject to change without notice, and is not part of this Contract of Carriage. It can be found at www.nationalairlines.com.

09 LIABILITY FOR INTERNATIONAL TRAVEL

09-01 Customer Complaints

National Airlines' employees, our reservation agents and our customer-facing agents are empowered to address most consumer issues appropriately and effectively at the time a concern arises. If a customer has a complaint that is not resolved immediately, the Customer is invited to file a more formal complaint with National. National Airlines' Customer Service Plan contains specific information regarding how to file a complaint. National's Customer Service Plan can be found at www.nationalairlines.com. National Airlines' Customer Service Plan is not guaranteed, is subject to change without notice, and is not part of this Contract of Carriage.

09-02 Claims Notification

Except as otherwise required by applicable law including for international travel, National Airlines reserves the right to reject any claims (except for injury or death) which have not been submitted to National Airlines in writing within one year from date of travel for domestic flight and two years for international flights governed by the Warsaw or Montreal Conventions, or in a shorter time as may be reflected in specific sections of this Contract of Carriage. Special rules apply to baggage.

09-03 Liability for International Travel

Customers whose travel includes a stop or ultimate destination in a country other than the country of departure are advised that the Montreal Convention or, where applicable, its predecessor, the Warsaw Convention, may govern the entire journey, including any domestic segment. The applicable Convention and any special contract of carriage embodied in an applicable tariff may govern and limit Carrier liability for death or bodily injury, destruction, loss, damage, or delay involving Customers or baggage.

1. The Carrier shall be liable under Article 17 of the applicable Convention for recoverable compensatory damages sustained in the event of a Customer's death or bodily injury, as provided below:
 - A. The Carrier shall not be allowed to exclude or limit its liability for damages not exceeding 1,519 Special Drawing Rights for each Customer.
 - B. The Carrier shall not be liable for damages to the extent that they exceed 1,519 Special Drawing Rights for each Customer if the Carrier proves that:
 - Such damage was not due to the negligence or other wrongful act or omission of the Carrier or its agents.
 - Such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - C. The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including by way of example the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention except that the Carrier shall not invoke Articles 20 of the Montreal Convention and 21 of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) of this Section.
 - D. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including rights of contribution and indemnity.
 - E. The Carrier agrees that, subject to applicable laws, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the customer.
2. In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a customer as provided in the following paragraphs:
 - A. Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the

Carrier shall, without delay, make the advance payment to the customer in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a customer, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the customer's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.

- B. The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of any settlement or judgment with respect to any claim for compensation on behalf of the customer.
 - C. The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - D. The Carrier, in making an advance payment, preserves its right to seek contribution of indemnity from any other person for such payment, which shall not be deemed to be voluntary contribution or contractual payment on the part of the Carrier.

- E. The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the customer, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
3. The Carrier shall be liable for damage occasioned by delay in the carriage of customers by air, as provided in the following paragraphs:
- A. The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - B. Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.
 - C. Damages occasioned by delay are subject to the terms, limitations, and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a customer and do not include mental injury damages.
 - D. The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to claims for damage occasioned by delay, including for example the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 4,150 SDR per customer. The limits of liability shall not apply in cases described in Article 25 in the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.
4. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
- A. Except as provided below, the liability of the Carrier is limited in most cases to 1,519 Special Drawing Rights for each customer in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the customer proves otherwise:
 - all baggage checked by a customer shall be considered to be the property of that customer;
 - a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one customer; and
 - unchecked baggage, including personal items, shall be considered to be the property of the customer in possession of the baggage at the time of embarkation.
 - B. If a customer makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the customer's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph 4.A above. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 17 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of baggage in excess of any free allowance the Carrier may provide.
 - C. In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servant or agents.
 - D. The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier.
 - E. The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, among others, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not be invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph (1) of this Section. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

5. Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the Carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.

10 DATA PROTECTION

National Airlines is committed to protecting customer data in compliance with all applicable data privacy laws. National Airlines collects data as required by the government. Examples include data related to security, safety, customs, public health, immigration, investigations of criminal acts.

A Customer's travel on our aircraft, evidences their consent to all terms in this Contract of Carriage, and importantly here to their consent for National Airlines to transmit customer data within National Airlines and its agents as well as to government agencies where and when required.

National Airlines will take appropriate measures to safeguard customer data.

PUBLICATION NOTICE

National Airlines reserves the right to amend, modify, or supplement this Contract of Carriage as permitted by applicable law. The version in effect at the applicable time governs.

Last updated: October 8, 2026