

General conditions of carriage for passengers and baggage  
(CHARTER/AIR TAXI/SHUTTLE FLIGHTS)

These General Conditions of Carriage are the only general conditions that are binding upon JS Aviation, Joen Service Oy. Other carriers have issued general conditions of carriage, which may differ from these General Conditions of Carriage, and are applicable to carriage by air by such carrier.

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## ARTICLE 1—DEFINITIONS

In these conditions, the following apply:

“We”, “our” “ourselves” or “us” mean JS Aviation.

“You”, “your” or “yourself” mean any person, except members of the crew, carried or to be carried in an aircraft on the basis of a contract or ticket.

“Authorised Agent” means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

“Baggage” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

“Conditions of Contract” means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

“Convention” means whichever of the following instruments are applicable:

(i) The Montreal Convention (1999)

(ii) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929 (hereinafter referred to as the Warsaw Convention);

(iii) The Warsaw Convention as amended at The Hague on September 28, 1955;

(iv) The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975;

(v) The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);

(vi) The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);

(vii) The Guadalajara supplementary Convention (1961) (Guadalajara).

“Damage” includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

“Days” mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

“Force Majeure” means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

“Passenger” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “you”, “your” and “yourself”).

“SDR” means a Special Drawing Right as defined by the International Monetary Fund.

“Tariff” means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.



## GENERAL TERMS OF CARRIAGE

01.10.2020

“Ticket” means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, Shuttle flight confirmation & receipt or the Charter Agreement in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.  
“Unchecked Baggage” means any of your Baggage other than Checked Baggage.

## ARTICLE 2—APPLICABILITY

### 2.1 GENERAL

Except as provided in paragraphs 2.2, 2.4 and 2.5, our Conditions of Carriage apply only flights flown by us with aircraft operated under the name JS Aviation

### 2.2 CHARTER OPERATIONS

If carriage is performed pursuant to a charter or air taxi agreement or as a shuttle flight, these Conditions of Carriage apply.

### 2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### 2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

## ARTICLE 3— NOT APPLICABLE

## ARTICLE 4—FARES, TAXES, FEES AND CHARGES

### 4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in as agreed in the charter agreement or shuttle flight confirmation & receipt.

### 4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport shall be payable by you. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of agreement. If there is an increase in a tax, fee or charge shown on the agreement, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after agreement, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of agreement are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund. We reserve the right to charge a reasonable administration fee for such refund.

### 4.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the agreement is made, unless another currency is indicated by us or our Authorised Agent, at or before the time

payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.

## ARTICLE 5—RESERVATIONS

### 5.1 RESERVATION REQUIREMENTS

5.1.1 We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

5.1.2 The charter agreement or shuttle flight confirmation & receipt may limit or exclude your right to change or cancel reservations.

### 5.3 PERSONAL DATA

You recognize that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, Authorized Agents, government agencies, other Carriers or the providers of the above-mentioned services.

### 5.4 SEATING

We cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

## ARTICLE 6—CHECK-IN AND BOARDING

6.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation without refund if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorised Agents.

6.2 You must be present at the boarding gate not later than the time specified by us when you check-in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article. If you are not at check-in or boarding gate by the specified times, you should contact our personnel immediately.

## ARTICLE 7—REFUSAL AND LIMITATION OF CARRIAGE

### 7.1 RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund.

We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security control;

7.1.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.7 you do not appear to have valid travel documents, 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 documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9 you have failed to comply with the requirements set forth in paragraph 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

7.1.10 you fail to observe our instructions with respect to safety or security.

### 7.2 SPECIAL ASSISTANCE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, and persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of the disability and any special requirements they may have at the time of ticketing, and been expressly accepted by us in writing, shall not

subsequently be refused carriage on the basis of such expressly accepted disability or special requirements.

## ARTICLE 8—BAGGAGE

### 8.1 FREE BAGGAGE ALLOWANCE

You may carry some Baggage free of charge, subject to our conditions and limitations which are available upon request from us or our Authorised Agents.

### 8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request.

### 8.3 ITEMS UNACCEPTABLE AS BAGGAGE

#### 8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons and property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 items which are considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in paragraph 8.3.1.1.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in Checked Baggage money, jewelry, precious metals, computers, cameras, cellular telephones, electronic devices, musical instruments, glasses/sunglasses, keys, medicines, negotiable papers, securities or other valuables, share certificates, bonds and other valuable documents, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in paragraphs 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, you will be held liable for any damage caused by such items. Any Damage to such items themselves will be subject to the limitations of liability contained in the

applicable Convention. We shall have no liability where Damage resulted from the inherent defect, quality or vice of the Baggage.

8.3.6 Except as applicable Finnish law may otherwise require, we are not liable for Damage to your Baggage caused by property contained in the Baggage. Any Passenger whose property causes Damage to another Passenger's Baggage or to the property of JS Aviation shall indemnify us for all losses and expenses incurred by us as a result thereof and be liable for these.

#### 8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to paragraph 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item because of its size, shape, weight, contents or character, or for safety or operational reasons, or the comfort and convenience of other passengers.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packaging and containers unacceptable to us is available upon request.

#### 8.5 RIGHT OF SEARCH

For reasons of safety and security you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in paragraph 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with paragraphs 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or a search, scan or x-ray causes Damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

#### 8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to us of your Baggage which you wish to check in, we will take custody of, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

#### 8.7 UNCHECKED BAGGAGE

8.7.1 Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as



Checked Baggage. We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in paragraph 8.8.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

## 8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to paragraph 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## 8.9 ANIMALS

If we agree to carry your animals they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

8.9.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 We are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

## ARTICLE 9—SCHEDULES AND IRREGULARITIES

### 9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel.

9.1.2 Before we accept your booking, we will notify you of the scheduled departure time in effect as of that time. We may need to change the scheduled departure time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes.

## ARTICLE 10—REFUNDS

10.1 We will refund a payment based on agreement if such refundability has been defined in the charter agreement or shuttle flight confirmation & receipt.

### 10.2 CURRENCY

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

## ARTICLE 11—CONDUCT ABOARD AIRCRAFT

### 11.1 GENERAL

If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

### 11.2 ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD and MP3 players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## ARTICLE 12—ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply. We shall

have no liability to you for such services except for negligence on our part in making such arrangements.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## ARTICLE 13—ADMINISTRATIVE FORMALITIES

### 13.1 GENERAL

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

### 13.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### 13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

### 13.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

### 13.6 SECURITY INSPECTION

You shall submit to any security controls by Governments, airport officials, Carriers or by us.

## ARTICLE 14 - NOT APPLICABLE

## ARTICLE 15—LIABILITY FOR DAMAGE

15.1 The liability of JS Aviation and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

## 15.1.1 Liability limits for Damage to Passengers and their Baggage

## 15.1.1(a) Compensation in the case of death or injury

Liability is limited to the level of the liability insurance of the aircraft used in the operation.

## 15.1.1(d) Destruction, loss or other Damage to Baggage and Baggage delays

In the case of Checked Baggage, JS Aviation is liable even if not at fault, unless the Baggage was defective. In the case of Unchecked Baggage, JS Aviation is liable only if at fault. In case of Baggage delay, JS Aviation is liable for Damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability in the case of destruction, loss or other Damage to Baggage or Baggage delay is limited to the amount indicated on the liability insurance of the aircraft used in the operation.

## 15.1.2 Other terms and disclaimers:

15.1.2(a) Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

15.1.2(b) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

15.1.2 (c) Except where other specific provision is made in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory damages for proven direct losses and, to the extent permitted by applicable law, you agree that we shall not be liable for indirect, consequential, or any other form of non-compensatory damages.

15.1.2 (d) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

15.1.2 (e) You must not pack in your Checked Baggage articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value or personal essential items, such as money, jewellery, precious metals, computers, cameras, cellular telephones, electronic devices, musical instruments, glasses/sunglasses, keys, medicines, negotiable papers, securities, or other valuables, share certificates, bonds and other valuable documents, business documents, passports and other identification documents, or samples. We will not be liable for any damage, loss or consequence of you packing these items in your baggage.

15.1.2 (f) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition. We are not liable for the transmission of any medical condition to you from other passengers before, after or during our flights.

15.1.2 (g) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.1.2 (h) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

## ARTICLE 16—TIME LIMITATION ON CLAIMS AND ACTIONS

### 16.1 NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

### 16.2 LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

**ARTICLE 17—OTHER CONDITIONS**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women and sick passengers, restrictions on use of electronic devices and items, and the onboard consumption of alcoholic beverages.

Regulations and conditions concerning these matters are available from us upon request.

**ARTICLE 18—INTERPRETATION**

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

**ARTICLE 19—MODIFICATION AND WAIVER**

None of our Authorised Agents, servants, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

JS AVIATION, JOEN SERVICE OY