

TRANSCONTINENTAL & WESTERN AIR, INC. INTERNATIONAL DIVISION 521 FIFTH AVENUE, NEW YORK, N.Y., U.S.A.

CONDITIONS OF CARRIAGE

1. Transportation under this ticket is subject to the rules relating to liability established by the Convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929, unless transportation hereunder is not "international transportation" as defined by said Convention. The Carrier reserves the right to alter the stopping places set forth in its schedules in case of necessity, without thereby depriving transportation hereunder of its international character or rendering said Convention inapplicable.

In so far as transportation under this ticket is not subject to the rules of said Convention, the passenger agrees with the Carrier that the following conditions and

provisions shall apply to such transportation:

(a) The Carrier shall not be liable for any injury to persons or damage to property unless occasioned by the negligence of the Carrier, the passenger assuming all risks

of air transportation.

- (b) The liability of the Carrier for loss of or damage to checked baggage and to personal property other than checked baggage, or for delay in the delivery thereof, is limited to its declared value (or to its actual value if less than the declared value), which is agreed to be not more, than \$100 United States Currency, per passenger, for checked baggage and not more than \$100 United States Currency, per passenger, for other personal property unless higher valuations are declared in advance and additional charges paid therefor pursuant to the tariff of the Carrier; notwithstanding that any loss, damage or delay may have been caused or occasioned by the act, neglect or fault of the Carrier, its servants or agents, or in any other manner and notwithstanding that other articles may become part of the baggage or other personal property.
- (c) No action shall be maintained for damage to the baggage or other property of a passenger or for delay unless written notice of the claim is delivered to the Carrier within thirty (30) days after the occurrence of the damage or delay. No action shall be maintained for damage to the passenger's baggage or other property, for injury to his person, or for delay unless the action is actually commenced within one year after the damage, injury or delay.
- 3. All transportation under this ticket is subject to the tariffs of the Carrier filed with the Civil Aeronautics Board, Washington, D. C. (copies of which are available for inspection at any of the offices of the Carrier and at airports from which it operates regular services), to the other rules and regulations of the Carrier and to the following additional conditions and provisions:
- (a) This ticket is only valid when officially stamped and for passage on the dates, for the flights and space and between landing places in the vicinity of the points specified on this ticket.
 - (b) This ticket is not transferable and is void if mutilated or altered, but the Carrier

shall not be liable to the purchaser hereof in the event of its loss or theft or if the Car-

rier honors this ticket when presented by any other person.

(c) The times of starting and arrival given in timetables or elsewhere furnish only indications of approximate times and form no part of the contract of transportation; and no such times are guaranteed. The Carrier reserves the right to cancel or terminate any flight or the right of passage or to postpone the commencement or completion of any flight in whole or in part, and to decide if for any reason the times of departure or arrival should be modified and if any departure or landing should be made at any particular time or place, without any liability except to refund the unused portion of the fare. No responsibility for making connections is accepted. If there is any question of an aircraft being overloaded, the parties authorized by the Carrier to supervise loading shall decide which persons or articles shall be carried.

(d) No action shall be maintained by a passenger with respect to injury to his person unless written notice of the claim is delivered to the Carrier within thirty (30) days

after the occurrence of such injury.

(e) Refunds will be granted only upon surrender of all flight coupons not completely used. All refunds are governed by the tariff rules and regulations of the Carrier relating

to the amount and manner of making refunds.

(f) The passenger must possess a valid passport and other certificates required by law and must arrive at airports sufficiently in advance of the scheduled departures to permit the completion of governmental and other formalities and the checking of baggage.

(g) The passenger shall indemnify the Carrier for any damage or liability sustained by reason of the passenger's failure to comply with all laws of the countries to be flown from, over or into and with all rules, regulations and instructions of the carrier.

(h) The Carrier reserves the right to substitute aircraft other than those shown in

its time tables or schedules.

(i) The Carrier reserves the right to refuse to accept any articles which do not constitute baggage as that term is defined by law or which are expressly excluded by the Carrier's tariff.

(i) No agent or employee has authority to alter, modify, or waive in any manner

any of the provisions or conditions of this contract.

(k) In selling a ticket or checking baggage beyond its own lines, the Carrier acts only as agent for connecting carriers and shall not be liable for any injury or damage resulting from carriage over connecting lines.

(I) Transportation hereunder is subject to Governmental regulations, demands,

orders and requirements.

Place and date of issue of this ticket are stamped on flight coupons. For agreed stopping places, see time tables of carriers concerned.

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NOTICE

MUST BE RECONFIRMED BY PHONE, WIRE, CABLE, OR IN PERSON TO TWA OFFICE IN CITY OF DEPARTURE NOT LATER THAN 72 HOURS PRIOR TO SCHEDULED DEPARTURE. FAILURE TO DO SO SUBJECTS PASSENGER UP TO MAXIMUM SERVICE CHARGES OF—\$30.00 U. S. cy. FOR CANCELLATION WITHIN LAST 72 HOURS; — \$50.00 U. S. cy. FOR FAILURE TO APPEAR AT FLIGHT TIME.