

Conditions of Carriage

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Art. 1 General

1. These rules constitute the conditions upon which Divi Divi Air transports the passenger and are expressly agreed to by the passenger.
2. Transportation is subject to the rules, fares, and charges in effect on the date on which such travel was purchased. If, after the Ticket has been purchased and before any portion has been used, an increase or decrease in the fares or charges applicable to the transportation covered by the Ticket does not effect the price originally paid for the Ticket, no increase or decrease will be collected from or refunded to, the passenger.
3. Divi Divi Air will be responsible for the furnishing of transportation only over its own airline routes. When Divi Divi Air undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over

- the airline routes of any other carrier, Divi Divi Air will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.
4. No agent/servant/representative of Divi Divi Air has authority to alter/modify/waive any provision of this contract of carriage unless authorized by a Divi Divi Air senior officer.

Art. 2 Definitions

1. Air Traffic Conference: (ATC) is the division of the Air Transport Association that is responsible for coordinating interline operations and agreements between carriers, tour wholesalers, and travel agents.
2. Animals: In addition to the usual connotation, animals include reptiles, birds, poultry and fish.
3. Applicable Fare: Means the fare which would be applicable to an adult/child/infant for the transportation to be used except those special fares which would be applicable due to the passenger's status, such as senior citizens, military, students, etc.
4. Days: Full calendar days, including Sunday and legal holidays; provided that for the purposes of notification, the balance of the days upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the Ticket is issued or flight commenced shall not be counted.
5. Dependent: Unless otherwise indicated, means spouse and children of military personnel/embassy personnel wholly dependent upon such personnel for their livelihood.
6. Hazardous Materials Regulations: The Hazardous Materials Regulations issued by IATA
7. Group: The minimum number of passengers specified in conjunction with the fare as provided for in the applicable fare rules. Less than the minimum number of passengers may travel at group fares, upon cancellation and payment of the applicable charges as defined in "Ticket Cancellation" rules.
8. Group Organizer: Any person engaged in organizing groups and/or responsible for the travel arrangements of the group under the terms and conditions of the applicable rule except that an air carrier shall not act as a group organizer.
9. Immediate Family: Spouse, children, stepchildren, sons-in-law, daughters-in-law, grandchildren, brothers, stepbrothers, sisters, stepsisters, sisters-in-law, brothers-in-law, parents, stepparents, fathers-in-law, mothers-in-law, and grandparents.
10. Interline: Means any air transportation which involves carriage via two or more carriers using different two-letter OAG designators.
11. Maximum Outside Linear Dimension The greatest outside length represented by the sum of width, length and height.

12. Off-Peak Travel: Means the service of flights in the Divi Divi Air official schedule designated as off-peak.
13. On-line: Means air transportation wholly on the same carrier or, in case of substitute service carrier under the same two-letter OAG designator.

Art. 3 Disabled Passengers

1. For the purpose of this rule, a disabled individual refers to any person who has a physical or mental impairment that limits one or more major life activities on a permanent or temporary basis, or is regarded as having impairment. In addition, it includes individuals whose arms and/or legs are in casts, and individuals who are incapable of occupying a seat in an upright position.
2. On the basis of safety and in accordance with the Air Carrier Access Act, Divi Divi Air will refuse to transport passengers whose conduct or physical condition is such that:
 - a. They are incapable of caring for themselves or are un-escorted
 - b. They are non-ambulatory
 - c. They are unable to ascend and descend Divi Divi Air aircraft stairs
 - d. They have a contagious disease, or a medical condition which has been determined to pose a direct threat to the health and safety of passengers in the normal course of a flight.
 - e. They require life support systems such as oxygen, resuscitators, etc.
3. Divi Divi Air, with advance preparation, will accept for transport, without charge:
 - a. A properly harnessed dog trained to lead the blind or the deaf, when accompanying a passenger with impaired vision/hearing who is dependent upon such dog. The dog will be permitted to accompany the passenger into the cabin, but not occupy a seat. However, whenever possible a seat position will be left unoccupied to accommodate the dog on the cabin floor.
 - b. Canes or crutches into the cabin except as prohibited by the Federal Aviation Administration.
4. Divi Divi Air reserves the right to require of any handicapped passenger a medical certificate, issued by an authorized medical authority, indicating the passenger's fitness to use air transportation.
5. Divi Divi Air is not liable for refusing to transport or for removing any passenger in accordance with the preceding paragraphs of this rule. The carrier will, however, at the request of the passenger, provide a credit to the passenger's credit file.

Art. 4 Refusal To Transport

Divi Divi Air may refuse to transport or may remove at any point, any passenger at/for:

1. Government request - whenever such action is necessary to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever it is necessary or advisable by reason of weather or other conditions beyond it's control; whether actual, threatened or reported.
2. Conduct or Condition - passenger whose conduct, status, age, or mental or physical condition is such as to:
 - a. Renders passenger incapable of caring for him/herself without assistance unless:
 - b. Accompanied by an attendant who is responsible for the passenger's care and performing en-route, and with the care of such attendant, the passenger does not require unreasonable care and attention from Divi Divi Air employees.
3. Where, in Divi Divi Air's sole judgment refusal or removal may be necessary for the comfort and safety of themselves or other passengers:
 - a. Persons whose conduct is or has been disorderly, abusive, violent, belligerent, and/or irrational so as to be a hazard or potential hazard to Divi Divi Air employees or other passengers.
 - b. Persons who are barefoot or who have uncovered torsos, except the midriff, which may be uncovered.
 - c. Persons who are unable to sit in the seat with the seat belt fastened
 - d. Persons who appear to be intoxicated or under the influence of drugs.
 - e. Persons who have an offensive odor (such as from a draining wound or improper hygiene) or have a contagious disease provided it is not the result of a handicap.
 - f. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons. Except officers in the line of duty.
 - g. Manacled persons in custody of law enforcement personnel or persons who have resisted or may reasonably be believed to be capable of resisting escorts.
 - h. Persons who attempt or have attempted to interfere with any member of the flight crew in the pursuit of their duties.
 - i. Pose any unusual hazard or risk to him/herself or to other passengers, including pregnant passengers, unborn children or to property.
4. Refusal to allow search of passenger or property: When permission to search of his/her person or property for explosives or a concealed, deadly or dangerous weapon/article is not granted.
5. Refusal to provide positive proof of identification: When request to provide identification is refused. Divi Divi Air has the right to require positive identification of persons purchasing Tickets and/or presenting an Ticket to board an aircraft. Passengers must have photo identification and a reservation to board a Divi Divi Air aircraft
6. Passenger who is traveling across any international boundary if:
 - a. The travel documents of such passenger are not in order

- b. For any reason, such passenger's embarkation from, transit through, or entry into, any country from, through, or to which such passenger desires transportation would be unlawful.
7. Failure or refusal to comply with Divi Divi Air rules and regulations.

Art. 5 Electronic Surveillance

Passengers and their baggage are subject to inspection with an electronic detector with or without the passenger's consent.

Art. 6 Acceptance Of Children

1. Accompanied: Children under 12 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 18 years of age.
2. Unaccompanied: Children under 12 years not accompanied by a passenger at least 18 years of age are accepted for transportation only under the following conditions:
 1. Under 2 years - not at all
 2. 3 through 11 - On-line transportation
3. Interline transfers must be pre-arranged through Traveler's Aid or other similar service at passenger's expense.
4. Acceptable children must be brought to the airport of departure by a parent or responsible adult who remains with the child until en-planed and who must furnish Divi Divi Air with satisfactory evidence that the child will be met by another parent or responsible party upon deplaning at destination.
5. An "Unaccompanied Minor" form will be completed by such originating adult. This form will be a multi-copy form. The original will travel with the child, a copy will be retained with the original manifest.
6. Divi Divi Air will assume no financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

Art. 7 Claims

1. Time limitations - No action will be initiated/maintained for any loss of, damage to, or delay in the delivery of any property or baggage, or on any other claim (excepting personal injury or death), arising out of or in connection with transportation of, or failure to transport any passenger, property, or baggage unless the claim is presented in writing to an office of Divi Divi Air or, in the case of interline transportation, to the carrier alleged to be responsible therefore within 2 hours after the alleged occurrence of the events giving rise to the claim.
2. Overcharge - No claims for overcharge shall be valid and no action shall be maintained thereon more than one year after the date of sale of the

Ticket, unless such claim or action is accompanied by the passenger copy of said Ticket.

Art. 8 Tickets

1. No person will be entitled to transportation except if they have a valid reservation and upon presentation of a valid Ticket or photo identification. Such Ticket entitles the passenger to transportation only between points of origin and destination and via the routing designated thereon.
2. Tickets will be honored only in the order in which they are issued and only if all unused flight and passenger Tickets are presented together.
3. A Ticket which has been altered or improperly issued is not valid.
4. Tickets are non transferable.

Art. 9 Ticket Validity

1. Except as provided in a paragraph below, a Ticket will be valid for transportation on the specific flight for which it was booked.
2. Extension - If the passenger is unable to commence or continue travel due to personal illness, physical incapacity, or the illness or physical incapacity or death of a member of the passenger's immediate family or of an associate with whom he or she is traveling, Divi Divi Air will rebook the ticket but to limit the time of booking to 30 days past the original booking date. The illness or incapacity or death must be certified in writing by a physician, specifying that the passenger is prevented from completing the original journey because of such circumstances. The certificate must be surrendered to Divi Divi Air, and the Ticket and all coupons affected must be approved by Divi Divi Air to indicate that an extension has been granted.

Art. 10 Issuance Of Ticket Stock

The Divi Divi Airs on-line reservation system utilizes a booking and as such does not issue ticket stock. Divi Divi Air issues ticket stock for a passenger making payments at either the reservations office or at the check-in counter.

Art. 11 Confirmation Of Reservations

A reservation of space on a given flight is valid when the availability and allocation of such space is reflected in Divi Divi Air's reservations system. A valid Ticket and a confirmation number are issued indicating such confirmed space, provided the passenger applies for such Ticket at least 60 minutes before scheduled departure time of the flight. Where other rules contained herein provide for issuance, validation, or purchase of a Ticket more than 60 minutes before scheduled departure time, such rule(s) will apply. Such reservation is

subject to cancellation if the passenger does not check-in at the departure gate at least 30 minutes before to scheduled departure.

Art. 12 Cancellation Of Reservations

1. Divi Divi Air may cancel reservations of any passenger when necessary to comply with any governmental regulation or request for emergency transportation in connection with the national defense, or when necessary or advisable by reason of weather or other conditions beyond Divi Divi Air's control.
2. If a passenger fails to occupy space which has been reserved for him/her on a flight and Divi Divi Air fails to receive notice of the cancellation of the reservation 60 minutes prior to departure of the flight.
3. Divi Divi Air may cancel the reservations of any passenger who fails to present him/herself for check-in at the departure gate at least 30 minutes before the scheduled departure time of the flight for which the reservation was made.
4. If a passenger fails to occupy space which has been reserved for him/her on a flight and Divi Divi Air fails to receive notice of the cancellation of the reservation 4 hours prior to departure of the flight Divi Divi Air will charge the passenger the full fare value of the ticket. There will be no refund of fare.
Divi Divi Air does not refund money to the passengers who have booked on the on-line reservation system.
5. Divi Divi Air is not liable when it cancels the reservation of any passenger in accordance with this rule, but if the reservation was canceled pursuant to paragraph 1 above, Divi Divi Air will credit, in full without penalty, the entire amount to the passenger's credit file. If the reservation was canceled pursuant to other paragraphs of this rule, Divi Divi Air will credit the passenger's credit file minus a charge of ANG 35.00 equivalent US\$20.00.
6. Divi Divi Air does not refund money to the passengers. Divi Divi Air applies all refunds to the passenger's credit file. The credit file is applied directly and automatically to future reservations made by the passenger. The credit in the credit file will expire one year from the date the reservation was made.

Art. 13 Application Of Fares

Fares and charges apply to air transportation between the airports through which the cities named in connection with such fares and charges are served by Divi Divi Air and on whose behalf such fares and charges are published. Ground transportation will be arranged by the passenger at his/her expense.

Art. 14 Currency

All fares and charges are based on the Antillean Guilder (with at times the equivalent in United States Dollar).

Art. 15 Round Trip Fares

When not specifically published via the desired routing, the round-trip fare will be the sum of the one-way fares applicable to the respective one-way segments.

Art. 16 Baggage

1. **General Acceptance** - Divi Divi Air will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trips, subject to the following conditions:
 - a. All baggage is subject to inspection by Divi Divi Air, however Divi Divi Air will not be obligated to perform inspection. Divi Divi Air will refuse to transport or will remove at any point, baggage that the passenger refuses to submit for inspection.
 - b. Divi Divi Air may refuse to transport baggage on any flight other than the one carrying the passenger.
 - c. Divi Divi Air may refuse to accept property for transportation which is not suitably or adequately packaged to withstand ordinary handling, whose size, weight, or character renders it unsuitable for transportation on the particular aircraft which is to transport it, or which cannot be accommodated without harming or annoying passengers, unless the passenger executes a release.
 - d. Divi Divi Air will not be liable for the loss of or damage to valuables, fragile or perishable items, including but not limited to, money, medication, jewelry, silverware, documents, computers, electronic, photographic, audio, video or optical equipment and accessories, samples, heirlooms, documents/orders or other valuables included in a passenger's checked baggage with or without the knowledge of Divi Divi Air.

2. **Checked and Carry-on Baggage** - The suitability of baggage, as to weight, size, and character, to be carried in the passenger compartment of the aircraft will be determined solely by Divi Divi Air . Divi Divi Air will check baggage, acceptable under Divi Divi Air 's rules, which is tendered by a passenger, upon presentation of a valid Ticket for transportation on Divi Divi Air, or over the lines of Divi Divi Air, subject to the following conditions:
 - a. Baggage must be presented at Divi Divi Air check-in counter at least sixty (60) minutes prior to scheduled departure.
 - b. Passenger's name must appear legibly on baggage.
 - c. Baggage will not be checked:
 1. To a point that is not on the passenger's routing.
 2. Beyond the final destination designated on the passenger's Ticket.
 3. Beyond a point at which the passenger wants to reclaim the baggage.

4. Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
5. Beyond a point where such baggage must be surrendered for customs inspection.
6. Beyond a point to which a passenger holds a confirmed reservation.
7. Free Baggage Allowance - Divi Divi Air will transport the fare-paying passenger's baggage between points on its lines for which a valid Ticket is presented without charge, subject to the following:
 - A. Checked Baggage - You check your baggage that you wish to check at our check-in counter. The combined weight of all baggage per passenger that is free (no cost) is limited 20 kilograms (44 lbs). Dimensions, (length x width x height) 45"x15"x25" or 115x40x65 cm per checked piece of baggage.

Identification tags should be attached to the inside and outside of the baggage.

Baggage and carry-on articles will be carried within space and weight limitations of the aircraft.

All baggage or goods presented for transportation are subject to inspection by our personnel.

Any articles of baggage or goods will not be carried when the articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, or the carriage of which would violate any applicable laws, regulations, or orders.

- B. Carry-on Baggage - For the convenience and safety of all passengers the following dimensions will be used to determine the allowable carry-on baggage for each aircraft type:

Carry-on items can be checked for size by using the sizing device located at the check-in counter.

Carry-on baggage must be stored under the seat in front of you or in the overhead compartment.

Each passenger is allowed one (1) piece of carry-on baggage, total weight 3 Kilos (6.5 pounds). Standard size applies to carry-on baggage - 10 x 10 x 14 inches or 25 x 25 x 35 cm. Carry-on baggage must fit under the seat in front of you. All carry-on baggage must be completely stowed before the aircraft can depart from the gate.

- C. In addition to the maximum allowances stated above, each fare-paying passenger dependent upon such device may carry, without additional charge, a collapsible wheelchair excluding spill-able wet cell batteries or crutches and/or braces or other prosthetic device.
- D. Failure to undertake the trip shall subject the passenger to applicable freight charges for baggage so transported.
- E. When two or more passengers traveling to the same destination on the same flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Any baggage in excess of the combined maximum will be subject to excess baggage charges.
- F. Items Carried Free in Addition to the Free Allowance Above "Each fare" paying passenger may carry on or check, without additional charge, the following articles of baggage:
 - 1. A handbag or pocketbook
 - 2. An overcoat or wrap
 - 3. An umbrella or walking stick
 - 4. A camera or binoculars
 - 5. An infant's food/diaper bag for use in flight
 - 6. Crutches and/or braces or other prosthetic devices on the same flight with the passenger dependent upon the device(s).

8. Excess Baggage

Baggage in excess of the maximum allowance specified in a paragraph above will be accepted for transportation only on a space available basis and only upon payment of the excess charges. Baggage that cannot be accommodated on the same flight as the passenger will be accommodated on the next available flight to the passenger's destination. Please contact the carrier for updated excess baggage charges.

When baggage is carried over the lines of more than one carrier, each carrier on which the article is transported will charge its applicable charge.

1. **Oversize** - An individual's baggage is considered oversized when the size of anyone piece of baggage exceeds the free allowance. If any single piece exceeds the maximum, the piece must be shipped as cargo.
2. **Overweight Charges** - An individual's baggage is considered separately when the weight of anyone piece of baggage exceeds the free allowance. If any single piece exceeds the maximum. the piece will be assessed as follows: Excess baggage charges are according to the destination. Please contact carrier for updated excess baggage charges.

3. Delivery of Checked Baggage

1. Checked baggage will be delivered to the bearer of the baggage claim check to the airport to which it was checked upon payment of all unpaid sums due the carriers under contract of carriage. Divi Divi Air is under no obligation to ascertain that the bearer of the baggage check is entitled to delivery of the baggage, and is not liable for any loss, damage or expense arising out of or in connection with such delivery.
2. If a person claiming the baggage does not comply with the provisions of the sub-paragraph above, Divi Divi Air will deliver the baggage only on condition that such person established to Divi Divi Air's satisfaction his rights thereto.
3. Passengers who arrive at the airport of departure for check-in within thirty (30) minutes of scheduled departure or who are traveling on a stand-by basis and are accepted for carriage will be advised that it may not be possible to load their checked baggage on the flight on which he/she has been accepted, with or without the execution of a release, which relieves Divi Divi Air from liability if any delivery charges resulting from failure of baggage to arrive on the flight on which the passenger traveled, unless Divi Divi Air failed to exercise ordinary standard of care in the carriage and subsequent delivery.

4. Animals/Pets

Live Animals are accepted, if prior notice and acceptance has been given and the necessary documents have been arranged well in advance of the intended flight.

5. Special Items

The following special items or types of items will be accepted as baggage by Divi Divi Air subject to the conditions shown. Charges for their carriage are applicable to on-line carriage only. Interline carriage of these items is subject to charges and/or prior arrangements with the other carrier and the rules of its tariff.

1. Bassinets/Infant carrying seats: Bassinets are not accepted. Infant carrying seats approved by the MOT are accepted free of charge, and are not included in determining the free baggage allowance. If the parent desires a confirmed seat for an infant with carrying seat, a Ticket must be purchased. Use of the carrying seat on-board is on a space available basis and is contingent upon the adjacent seat being unoccupied.
2. Bicycles: (See Sporting Equipment below).
3. Firearms: Firearms will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. Firearms

will be accepted as checked baggage only. Prior authorization must be obtained.

1. Firearms must be unloaded and packed in a manufacturer's crush-proof container or a hard case. Rifles or shotguns being transported for sporting purposes may be placed in a suitable soft-sided container.
2. Baggage containing firearms must be locked by the passenger with either a key or lock combination to be retained in the passenger's custody. Baggage containing firearms will be transported in an area that is inaccessible to the passenger.
3. Baggage containing firearms will not knowingly be accepted for transportation at point of origin or at an on-line or interline connecting point unless a declaration, signed and dated on the day the baggage is accepted for transportation, is placed inside the case containing the firearms, declaring that the firearms are not loaded.
4. Ammunition must be packed in manufacturer's original package or securely packed in fiber, wood, or metal boxes. Ammunition with explosive or incendiary projectiles will not be accepted.
4. Fragile items: Fragile items such as those listed below, will be accepted as baggage if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube, or container designed for shipping such items, or packaged with protective internal material. However, fragile items without appropriate packaging will be accepted upon the execution of a release furnished by Divi Divi Air, relieving Divi Divi Air of liability for loss or damage to the contents or delay in delivery resulting in damage or loss of checked baggage. Such loss or damage must result solely from the un-suitability of such items as checked baggage and/or the inadequacy of their packaging, and not from Divi Divi Air's failure to exercise the ordinary standard of care.

The classes of items listed below are deemed to be fragile or perishable or otherwise unsuitable as checked baggage and are subject to the conditions of acceptance set forth above.

1. Artistic Items: Paintings, drawings, pictures, prints, posters, lithographs, sculpture, plastics, plaster of paris molds or casts, antique items, ornamental or decorator items such as vases, figurines, trophies, display models, souvenirs, heirlooms and other art objects and curios.
2. Chinaware, Glassware, Ceramics, and Pottery: China, pottery, glassware, crystal, lamps, mirrors, bottles, other glass containers (and any liquids contained therein) statues, ornamental and other articles made of baked clay,

earthenware, porcelain, ivory, marble, alabaster, or other similar material, including ceramics, pots, bowls, dishes, glasses, crockery, ornaments, decorator and other items, binoculars, barometers and eyeglasses and contact lenses that are not in their hard case.

3. Electronic and Mechanical Items: Electrical and mechanical items for business or home use such as computers and related components, software, cellular phones, pagers, fax machines, photocopiers, scanners, calculators, typewriters, televisions, radios, amplifiers, speakers, tape recorders, stereos, sewing machines, water pictures, coffee pots, toasters, compact disk players, compact disks, video tapes, video games, video cartridges, records, audio tapes, turntables, dictation equipment, and other household or office appliances.
4. Garment bags: Garment bags (and contents thereof) that are made of paper or vinyl material designed for carrying/protection, not for shipping. Garment bags (and contents thereof) that contain articles other than garments.
5. Household Articles: Lampshades, lamps, picture frames, furniture and items of similar material.
6. Liquids
7. Liquor Cartons/Bottles
8. Musical Instruments & Equipment: Instruments that are not protected or in carrying cases that are not sufficient to prevent damage when packed with other baggage or personal effects.
9. Paper: Advertising displays, business documents, models, sketches, blueprints, maps, mechanical drawings, charts, historical documents and photographs.
10. Perishable Items: Foodstuffs (fresh and frozen) such as meat, fish, fruit, poultry, vegetables, bakery goods, dairy products, medicines, floral items such as flowers, plants, foliage, branches, floral displays, and vegetable stock.
11. Photographic/Cinematographic and Precision Equipment: Cameras, disposable cameras, projectors, lenses, film, microscopes, sensitive medical instruments, prostheses (other than mobility aids), dental and medical devices, watches, clocks, and other calibrated tools and equipment.
12. Recreational and Sporting Equipment: Backpacks, sleeping bags, knapsacks (and the contents thereof) made of cloth, plastic, vinyl, or other easily torn material and those that have aluminum frames, outside pockets, straps, buckles, and other protruding parts, tennis rackets, bicycles, fishing rods, skis, surfboards, scuba-diving gear, scopes, sporting trophies, windsurfing equipment, animal horns and antlers, and golfing equipment.

13. Miscellaneous Items

1. Attached articles: Items that are tied, taped, wired, or strapped to the exterior of any piece of checked baggage.
2. Boxes, sacks, or bags (and contents thereof) that do not have sufficient durability, a secure closure, or protection from damage to the container or its contents
3. Brittle items.
4. Footlockers
5. Over-packed luggage
6. Un-crated or unprotected items, cosmetic cases, hat boxes, wig boxes, infant strollers, umbrellas, bag carts, wheelchairs and other items whose shape size or material characteristics render it susceptible to damage.

6. Restricted Articles

Articles listed in the DOT Hazardous Materials Regulations (49 CFR 171 -177) and/or IATA Dangerous Goods Regulations and revisions and reissues thereof, will not be accepted for carriage as baggage except for dry ice and small arms and ammunition in approved quantities.

7. Charges for Carriage

The following items may be accepted as checked baggage (regardless of acceptance with or without a release form) and will travel on a space available basis. These items are included in determining the free baggage allowance and subject to normal baggage overweight charges and rules. When such item(s) is carried over the lines of more than one carrier, each carrier on which the item is transported will charge its applicable charge.

These items must conform to Divi Divi Air's standard checked baggage size and weight limitations.

- Bicycles: Must have their handlebars boxed sideways and the pedals removed or be placed in cardboard containers. The maximum outside linear dimensions must not exceed 42" x 8" x 36". Divi Divi Air does not provide containers.

- All other sporting goods as well as pets, are included in the normal baggage allowance. The appropriate excess charges will apply for any weight over and above the baggage allowance.

1. Golfing Equipment: A set is defined as a bag containing not more than 14 clubs, 12 golf balls, one set of foul weather gear, and one pair of shoes.
2. Scuba-diving Equipment: Scuba Equipment is defined as one empty tank, one regulator, one tank harness, one pressure gage, one mask, two fins, one snorkel, one knife, one spear gun, and

one safety vest or wet suit. A single charge applies even if the gear is in more than one piece.

3. Skis: One pair of skis that must not exceed six feet in length.
 4. Surfboards: One surfboard that must not exceed six feet in length.
- Trunks/Footlockers:

8. Cabin-Seat Baggage and Charges

When a passenger requests that item(s) of baggage be carried in the cabin, and Divi Divi Air determines that the item is acceptable as cabin baggage but is so fragile and/or bulky as to require the use of a seat, the baggage must be carried aboard the aircraft by the passenger and secured in the seat next to the passenger's seat. Divi Divi Air will charge 100% of the applicable adult fare. Divi Divi Air will not include the cabin-seat baggage in determination of free baggage allowance or excess baggage charges. If the seat next to the cabin-seat baggage is required for use, the passenger boarding the baggage will occupy that seat. Acceptance of cabin-seat baggage is at the sole discretion of Divi Divi Air.

9. Baggage Liability

1. An incident involving loss of, or damage to, or delay in the delivery of baggage or personal property accepted into the custody of Divi Divi Air must be reported in writing to a Divi Divi Air representative within 24 hours. All claims for loss are subject to proof of value and must be presented in writing to Divi Divi Air within 45 days after occurrence of events giving rise to the claim. No suit or legal action in connection with a claim will be allowed unless such action is brought within one year after Divi Divi Air has denied the claim in writing.
2. Maximum total liability for substantiated damages in the event of loss, physical damage, or delay in delivery of checked baggage to the destination airport shall be US\$400 per Ticketed passenger unless:
 1. The maximum liability for the loss of, damage to, or delay in the delivery of any wheelchair or other assistive devices shall be in accordance with the Air Carrier Access Act, unless the passenger has excess valuation coverage as provided a paragraph below.
 2. In the event of delay in delivery of checked baggage, the carrier reserves the right to limit interim expense reimbursement in accordance with its Interim Policy.
3. Exclusions from Liability - When Divi Divi Air has exercised the ordinary standard of care, it assumes no liability for:
 1. Minor damage to luggage such as scuffs, dents, stains, and cuts that result from normal wear and tear.

2. Damage to wheels or feet, or telescoping handles that are attached to the exterior of checked baggage, whether or not the passenger signs a release form.
3. Damage to or damage from the types of fragile, delicately constructed, artistic, brittle and precision articles listed in this section, when contained or concealed in checked luggage with or without the knowledge of Divi Divi Air . Divi Divi Air is not liable for damage caused by spillage of liquids being carried in the passenger's luggage. Liability will not be contingent upon the use of a release form.
4. Deterioration or spoilage of any perishable articles contained in checked baggage, whether with or without the knowledge of Divi Divi Air. Liability will not be contingent upon the use of a release form.
5. Any resulting expenses, including delivery charges, resulting from baggage not being loaded on the same flight as the passenger when the baggage is presented for checking less than 60 minutes prior to scheduled departure.
6. Damage, loss, or theft of items taken on board an aircraft and remaining in the personal possession care of the passenger. Assistance provided by Divi Divi Air personnel to properly store such items does not transfer liability to Divi Divi Air.
7. Items that are judged to be unsuitable as contents of checked baggage, and Divi Divi Air assumes no liability for loss, theft, damage or delay in the delivery of:
 - a. cash, currency
 - b. negotiable papers
 - c. securities
 - d. business contracts, documents
 - e. jewelry , watches
 - f. cameras, video and photographic equipment, camcorders, audio equipment, film, camera equipment, photographs, electronic equipment/devices, cellular phones
 - g. personal electronic devices including components such as compact disks and video game cartridges
 - h. computers and related components
 - i. binoculars, telescopes, optical devices including eyeglasses
 - j. silverware
 - k. precious metals, stones or materials
 - l. art objects, sculptures
 - m. historical artifacts
 - n. original manuscripts
 - o. antiques, heirlooms
 - p. keys
 - q. sales samples
 - r. medications
 - s. furs

- t. game trophies, antlers, pelts
- u. bridal dresses

When transportation is via Divi Divi Air and one or more carriers which exclude certain items in checked baggage from their liability, Divi Divi Air will not be liable for the excluded items.

- 8. Tents, sleeping bags, or similar articles which are strapped, taped, or tied to another piece of baggage and may become separated as a result of normal handling during transportation.
 - 9. Except for excluded items listed above, Divi Divi Air will accept liability for missing contents from checked baggage, provided the passenger has exercised reasonable precautions to externally lock or secure the baggage as protection against possible loss or separation of such contents.
 - 10. "Special" or "consequential" damages such as lost wages, ground transportation, temporary lodging, un-availability of keys, and other "inconveniences" or emotional distress resulting from damaged, delayed, or lost baggage.
 - 11. Baggage not claimed within 15 minutes after baggage has been made available for claiming in a public baggage claim area.
4. When a personal property, including baggage, is tendered for transportation via Divi Divi Air in conjunction with another carrier having a different limit of liability and/or declared higher value, Divi Divi Air shall not be liable for any amount in excess of its limits as specified herein.

Art. 17 Flight Delays Or Cancellations.

- 1. Except to the extent provided in a paragraph below, Divi Divi Air will not be liable for failing to operate any flight according to schedule, or for changing the schedule of any flight, with or without notice to the passenger. This exclusion from liability includes actual, special or consequential damages.
- 2. Whenever Divi Divi Air fails to operate any flight according to schedule, or changes the schedule of any flight, Divi Divi Air will, at the request of the passenger:
 - 1. Transport the passenger in another of its flights on which space is available, at no increase in fare.
 - 2. Refund, into the customer's credit file, an amount in accordance with Art 19 below, upon surrender of the unused portion of the Ticket for that route segment.

3. Divi Divi Air does not provide amenities in the event of a delay or cancellation.

Art. 18 Denied Boarding Compensation

Divi Divi Air does not provide denied boarding compensation.

Art. 19 Involuntary Refunds

Divi Divi Air will refund a credit amount equal to the fare and charges paid by the passenger, except that Divi Divi Air will not be obligated to refund any portion of a fully unused or partially used Ticket which does not reflect a confirmed reservation on a flight involved in a schedule irregularity, unless such Ticket was issued by Divi Divi Air.

Art. 20 Voluntary Refunds

1. Divi Divi Air assumes no obligation to issue a voluntary credit refund unless such Ticket is eligible for refund and was issued by Divi Divi Air.
2. Not all Tickets are refundable. Upon surrender of the unused portion of an eligible, valid Ticket, Divi Divi Air will provide a credit to the passenger on the following basis:

If no portion of the Ticket has been used and the credit will be an amount equal to the fare and charges applicable to the Ticket paid for by the passenger, a credit less any applicable penalties will be provided to the passenger.