

CONDITIONS OF CARRIAGE

1. In General

1.1. Conditions of Carriage

In general, carriage will be governed by the 1999-Montreal Convention, adapted to national legislation (in regard to Denmark the Danish Aviation Law of 1960, chapter 9 with subsequent amendments) and any specific Greenlandic legislation. These provisions limit the carrier's responsibility for personal injury (including death) and for the loss of, or damage to, baggage. In addition, the provisions of the EU legislation will apply to the extent that it is directly applicable or Air Greenland voluntarily undertakes to be bound thereby.

These conditions of carriage briefly summarize the abovementioned national and international legislation that Air Greenland is obligated to comply with. They also describe our own rules and procedures that apply to the relationship between us and the passengers and cargo-customers, that make use of our flights.

1.2 Charter Operations

If carriage is performed pursuant to a charter agreement, these conditions of carriage apply only if they are incorporated by reference or otherwise in the charter agreement or the ticket.

1.3. Liability

1.3.1 Insurance

The liability for damages that Air Greenland might be met with as a result of the rules described in these conditions of contract is insured in internationally renowned insurance-companies.

1.3.2 Persons (incl. death)

Regarding bodily injury to a passenger or the causing of a passenger's death (hereafter called personal injury) we, as the carrier, are strictly liable up to a limit of 100.000 SDR¹ and liable with a reverse burden of proof for any amount above this limit. This means that regardless of guilt, Air Greenland is obliged to compensate a passenger's documented loss of up to a 100.000 SDR. Any documented loss above this limit is also compensated, unless we can prove that we were without fault in causing the personal injury.

Advance payments to cover any immediate monetary needs will be made in the case of a passenger's death or injury caused by an accident with an aircraft. In the event of death the advance payment shall be no less than 16.000 SDR per passenger.

1.3.3 Baggage

For loss of or damage to checked baggage we are strictly liable. This means that we are liable to pay damages in the event of loss of or damage to the baggage, even though we are without fault herein.

For loss of or damage to hand-baggage we are only obliged to compensate any documented loss if the damage or loss is caused by negligence from our side.

Liability for loss or damage to checked baggage and hand-baggage is limited to 1.000 SDR per passenger. This limit does not apply to checked baggage if the passenger at check-in has declared a special interest in the delivery of the baggage at the final destination (meaning that the passenger has declared a higher value on the baggage) and paid the additional fee, connected herewith. In this case the amount in the declaration shall apply as our limit of liability, unless we can prove that the declared value exceeds the actual value of the baggage. It may not be possible to declare a higher value on certain kinds of valuables. (we also refer to 5.1)

Air Greenland undertakes no responsibility for sensitive or perishable goods. Further information, including the size of the fee for declaring a higher value on baggage, can be obtained at our sales offices.

1.3.4 Cargo

¹ SDR = Special Drawing Right, which is the composite unit of currency that is the official unit of exchange of the international Monetary Fund. Information about the current rate of a SDR in Danish Kroner may be found in daily newspapers, at bank offices or on www.imf.org.

We are strictly liable, meaning that we are responsible, even though we can prove that we were without fault in the damage or loss of the cargo.

For the carriage of cargo, Air Greenland can limit its liability to 17 SDR per kilo. This limit does not apply to the cargo if the sender upon handing over the goods has declared a special interest in the delivery of the cargo at the final destination (meaning that a higher value has been declared on the cargo) and paid the additional fee, set out for the declaration. In this case the amount in the declaration shall apply as our limit of liability, unless we can prove that the declared value exceeds the actual value of the cargo. It may not be possible to declare a higher value on certain kinds of valuables.

2. Particularly on delays

2.1. Delays

We are responsible for damage incurred as a result of delay when carrying passengers, baggage or cargo, unless we can prove that we, as well, as our employees and others legally acting on our behalf, have taken all reasonable measures necessary to avoid the damage, or that it has not been possible for us to take such measures.

On passenger carriages Air Greenland's liability is limited to 4.150 SDR per passenger for any documented loss.

In relation to delay on baggage our liability for any documented loss is limited to 1.000 SDR per passenger.

For the delay of cargo, the same regime of liability as described in 1.3.4 relating to loss or damage, applies. This means that we are strictly liable, and liability for damages is limited to 17 SDR per kilo, unless a higher value has been declared and the additional fee been paid.

On our regular service routes the following rules apply regarding delay:

- Air Greenland covers expenses of passengers with confirmed seat reservations in connection with delays caused by weather conditions or technical problems. Compensation will be advised by Air Greenland.

- Air Greenland does not cover expenses incurred in connection with irregularities in the service of settlements (bygder).
- Air Greenland does not cover expenses pertaining to overnight accommodations or stopovers planned at the time the reservation was made.
- Furthermore, Air Greenland does not cover accommodation expenses to passengers who can stay overnight in their own home.
- Air Greenland does not assume any responsibility for such expenses as referred to above in the event that the irregularities are attributable to events of force majeure, except where they are expressly covered by the above provisions.

3. Exemption or reduction of liability

In the case of personal injury (incl. death) our liability ceases or is reduced, if we can prove that the damaged person acted negligently or has wilfully contributed to the damage.

In the case of loss of or damage to checked baggage, we are not liable, if the damages were a result of defects in or shortcomings of the baggage.

In cases of loss of or damage to cargo we are not liable if the damage is caused by defects in or the inherent vice of the cargo, insufficient packing (if packed by others than us or on our behalf), acts of war, armed conflicts etc. or to interventions by governmental authorities in relation to restrictions on import/export or transport of cargo in transit.

4. Time limitation on claims and actions

4.1 Claims

If checked baggage or cargo is received by the passenger/receiver without reservation, the baggage/cargo is considered to have been delivered in good shape and in accordance with the ticket/air waybill, unless the opposite is proven.

If the baggage is damaged, delayed, lost or destroyed, a complaint must be filed immediately upon discovery and no later than 7 (seven) days after receipt for baggage and 14 (fourteen) days after receipt for cargo. In the case of delay a complaint must be filed within 21 (twenty one) days of the date on which the baggage/cargo was placed at the passenger's / receiver's disposal. When filing a complaint, the ticket, air waybill or other written document must be endorsed (manually or electronically) and sent before the time limit expires.

If no notice is given within the time limits set out above, any claim against the carrier is repealed, unless the carrier has acted fraudulently.

4.2 Time limit

Any claim for compensation against us will expire in accordance with existing rules, if no lawsuit is filed against us within 2 years from the date of the aircraft's arrival at the final destination or from the day the aircraft was scheduled to arrive at the final destination or from the day the carriage was interrupted.

5. Particularly about free baggage allowance

5.1. Checked Baggage

Passengers travelling on Economy Class are allowed to check 20 kilos of baggage each, free of charge. Passengers travelling on, or with connection to, Business Class are allowed to check 30 kilos of baggage each, free of charge.

For children under 2 years of age, who do not occupy an individual seat, 10 kilos of checked baggage plus one foldable stroller are allowed, free of charge.

For any baggage in excess of these amounts an additional fee will be charged in accordance with current tariffs. Payment is due upon check-in.

Carriage of excess baggage is subject to available space. Accordingly, please contact your booking office well in advance of departure and inquire about whether bringing additional baggage is possible.

Before check-in passengers should make sure that their baggage is safely locked and that each piece of baggage is fitted with a legible address label, and that any old address or destination labels have been effectively removed.

Carrier is not liable for loss, damage to or delay in the delivery of fragile or perishable articles, money, jewellery, silverware, electronic equipments, negotiable papers, securities or other valuables, business documents, or samples which are included in the passenger's checked baggage, whether with or without the knowledge of the carrier.

5.2. Cabin Baggage (Hand Baggage)

Due to safety regulations each passenger is only allowed to bring one (1) piece of cabin baggage, weighing no more than 8 kilos and measuring no more than:

50x40x23 cm or 20x16x9 inches.

These limitations are set to prevent the cabin baggage from impeding evacuation of the aircraft cabin in case of emergency.

Any excess pieces of cabin baggage, or cabin baggage exceeding 8 kilos, will be transferred to the checked baggage and rated as such.

For children under the age of 2 a carrycot and a nursing bag are allowed.

Please note that there is limited space available for cabin baggage and Air Greenland reserves the right to stow cabin baggage in the baggage compartment.

Easily perishable goods can not be carried into the cabin.

5.3. Security Checks

Security checks are carried out at most airports. In these checks local authorities may confiscate sharp items, e.g. pocket-knives and other articles considered to be of a dangerous nature. It is consequently recommended that such items be packed in the checked baggage.

5.4. Special personal belongings

In addition to the abovementioned free baggage allowance, the following articles may be carried free of charge:

A lady's handbag or pocketbook

An overcoat or wrap

A small camera or a pair of binoculars

A plaid

A reasonable amount of reading material for the flight

An umbrella or walking stick

Infant food for consumption en route

A fully collapsible invalid's wheel chair (Air Greenland reserves the right to stow it in the baggage compartment) and/or a pair of crutches and/or braces or other prosthetic device; provided the passenger is dependent upon them.

5.5. Important

For safety reasons the articles listed below may not be carried in passenger's baggage without consent of and a prior arrangement with the airline. Those medicines and toilet articles in small quantities (e.g. hairspray, perfumes and medicines) that are necessary for the journey, may be carried without prior approval.

- Compressed gases (flammable, non flammable or poisonous).
- Corrosives (e.g. acids, alkalis and wetcell batteries)
- Explosives, firearms, ammunition, fireworks and flares.
- Flammable liquids and solids (e.g. lighter and heating fuels, matches and other articles which are easily ignited).
- Oxidizing materials (e.g. bleaching powder and peroxides).
- Radioactive materials.
- Mercury and magnetized material.
- Other articles which may endanger the safety of the aircraft, persons or property.

6. Denied Boarding

In countries where Denied Boarding Compensation regulations are in force, Air Greenland will compensate in accordance with local legislation.

Information about denied boarding can be obtained from one of our sales offices. Although we do our utmost to offer seats to all passengers with confirmed reservations, we can not guarantee that there will always be seats available on our flights.

7. Additionally, we refer to the section "Conditions of Contract" on our website.