

# ASL AIRLINES FRANCE - GENERAL CONDITIONS OF SALE 2023

## ARTICLE I - DEFINITIONS

"We" refers to ASL Airlines France:

A French "Société Anonyme" with a Board of Directors and a capital of 32,052,406 euros,  
Registered in the Bobigny Trade and Companies Register under number 346 461 546.

Registered office: 15 rue du Haut de Laval - 93290 TREMBLAY-EN-FRANCE,

Postal address: CS 14454 – 95708 ROISSY CDG Cedex

Carrier code as shown on the tickets: 5O

E-mail address: supportclient@aslairlines.com

"You" refers to any person who books, purchases and/or benefits from a Service.

"Baby" refers to a minor who has not reached his/her second birthday on the date of the flight concerned.

"Ticket" refers to the document in either paper or paperless (including electronic) form which proves a passenger's right to carriage and which is issued to you by us, or by our agent or by a third party. The Ticket embodies the Contract of Carriage. The Travel Memo issued by or on behalf of the Carrier confirms the existence of this Electronic Ticket.

"Designation Code" refers to the two or three letter abbreviation which identifies the Air Carrier operating a certain flight.

"General Conditions of Sale" refers to these General Conditions of Sale ref. CGV1.2022.10.31 consisting of Articles 1 to 11 and its annexes.

"General Conditions of Carriage" refers to the general conditions of carriage of ASL Airlines France, identified under reference CGT1.2022, or any other document that may be substituted for them at a later date.

"Coupon" refers to the part of the Ticket identified as "valid for carriage" or, in the case of an Electronic Ticket, the Electronic Coupon indicating the specific points between which the Passenger is to be carried. A Ticket may contain one or more Coupons. The "Passenger Coupon" refers to the part of the Ticket issued by or on behalf of the Carrier, which is identified as such. Passenger must keep it with him/her.

"Child" refers to a minor over two years of age who has not reached his/her twelfth birthday at the time of commencement of travel.

"Service Fee" refers to the fee charged, where applicable, to the Passenger by ASL Airlines France or its agent, in particular in consideration of:

- The issue of the Ticket ("Issuance Fee");
- The reissue of the Ticket ("Reissuance Fee");
- Modification of the Ticket ("Modification Fee");
- refund of the Ticket ("Refund Fee");
- Billing of the Ticket ("Billing Fee").

"Baggage allowance" refers to the maximum quantity of Baggage (in number and/or weight and/or size) set by the Carrier with which each Passenger may travel. It may differ from one airline to another, from one leg of a journey to another, and from one class of travel to another. For any luggage that exceeds ("beyond this") this allowance, the Passenger will be required to pay a supplement, in addition to the price of the ticket already paid.

"Booking" refers to any request for carriage made by a Passenger and recorded by ASL Airlines, its agent, or a third party travel agency selling tickets in agencies or on the internet.

"Site" refers to [www.aslairlines.fr](http://www.aslairlines.fr) , [www.aslairlines.fr/en](http://www.aslairlines.fr/en) , including their mobile versions or any other version developed on a different medium.

"Fare" refers to the price, charges and terms and conditions of the Fare.

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"Fare excluding taxes" refers to the Tariff applied, excluding taxes and excluding Service Fees.

"Fare inclusive of tax" refers to the Tariff inclusive of VAT and other taxes.

"Carrier" refers to ASL AIRLINES FRANCE or any other carrier, whose Designation Code appears on the Ticket.

"Contractual Carrier" refers to the Carrier with which the Passenger has concluded a Contract of Carriage.

"Operating Carrier" refers to the Carrier who will actually operate a certain flight.

"Code Share Flight" refers to a flight operated by a Carrier which may be either the Contractual Carrier or the Operating Carrier to which the Contractual Carrier has associated its Designator Code.

"No show" means a Passenger who fails to check in or who checks in after the Check-in Deadline.

"Passenger with Reduced Mobility" means a Passenger whose mobility when using the Carriage is limited as a result of a physical disability, mental disorder, age or any other medical reason, requiring special attention to enable them to benefit from all the services granted to other Passengers.

"Senior" is a promotional fare category/fare type applicable to passengers who have reached 60 years of age at the time of travel.

"Unaccompanied minors (UM)" means an unaccompanied child aged between 4 and 11 years (inclusive) travelling alone.

"Young person" means a passenger between the ages of 12 and 26, provided that the passenger has not yet reached his/her twenty-sixth birthday on the date of commencement of travel.

### ARTICLE II. SCOPE OF APPLICATION

**2.1.** ASL Airlines France's General Terms and Conditions of Sale apply to the services described below, offered to consumers or non-professionals through different distribution methods:

2.1.1. On the website [www.aslairlines.fr](http://www.aslairlines.fr), its English version [www.aslairlines.fr/en](http://www.aslairlines.fr/en), or on its Algerian version [www.aslairlines.dz](http://www.aslairlines.dz) including mobile versions, or on any other version developed on a different medium.

2.1.2. Through physical or online travel agencies, whether they are ASL Airlines France agents or third parties,

2.1.3. By phone at the following numbers:

- For France: 0825 825 849 (€0.20/minute + calling rate)
- From Algeria: +213 (0) 21 67 78 59/60/66

**2.2. The General Terms and Conditions of Sale do not apply to:**

2.2.1. contracts of carriage concluded as part of a charter contract between us and a tour operator;

2.2.2. sales transactions concluded with professionals;

2.2.3. sales made by unauthorised third parties with whom you have concluded different terms and conditions of sale. In this case, your only contact person for your ticket is this seller. However, ASL Airlines France's General Conditions of Carriage are always applicable to your transport. If you feel that the seller has not properly informed you about the General Conditions of Carriage applicable to your journey, you should contact him. If your transport or that of your luggage is not properly carried out, you must submit your claim in writing to ASL Airlines France within the time limits set by the applicable law. These deadlines are specified in the General Conditions of Carriage.

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**2.3.** The booking and purchase of services are only offered to persons who have accepted without reservation the general conditions applicable to them and in any case, who have accepted unconditionally the General Conditions of Carriage in their entirety.

**2.4.** By booking or purchasing a service:

- you certify that you have beforehand verified that the said services correspond to your request and needs, (meaning that you have checked that the date of the flight, its airport of departure and arrival, and any optional services selected are indeed those you wished to purchase)

- you certify (i) that you have downloaded the General terms and Conditions of Sale and the General Conditions of Carriage on a permanent and durable medium, or (ii) that you have printed them for future reference, particularly during the performance of the purchased service.

**2.5.** The booking and purchase of ASL Airlines France tickets and services are reserved for persons with legal capacity, which excludes minors, among others.

**2.6.** The General Terms and Conditions of Sale come into force on **16<sup>th</sup> february 2023** and govern any new bookings. This edition replaces the previous one.

### III. FARES AND PRICES OF THE PROPOSED TICKETS

**3.1.** ASL Airlines France offers several fares, the characteristics and services associated with which differ from one ticket category to another:

Each fare has associated features which correspond to the specific conditions of sale of the contract of carriage: validity of the ticket, combination with other fares, sale of one-way tickets or round-trip only tickets, maximum duration of stay, applicability of specific discount rates, conditions of modification and/or cancellation.

These special conditions may limit or exclude the possibility of rescheduling, cancelling or refunding all or part of your ticket or impose a fare surcharge for making such changes. A used ticket or coupon is not refundable. An unused Ticket or Coupon may only be refundable prior to departure and if the specific conditions of the fare allow so and if the request for refund is made before the end of the validity period of your Ticket (i.e. one year from the date of issue of your Ticket). If the specific conditions of your fare allow for a rescheduling, you may reschedule you flight before or after your departure. Modification fees and a price adjustment may apply if your specific rate is not available on the alternate dates. In the event of an unused ticket, the fuel surcharge attached to your ticket may not be refundable, unless the ticket itself is refundable. If a lower fare is available on the alternate dates, administration fees will apply and the price difference will not be refundable.

**3.2.** Depending on the type of fare, direct sales outlets and ASL Airlines Customer service may offer you a delay before the final validation of your booking. Until this period expires, the reservation remains "optional". In such cases, the fares offered cannot be guaranteed and are subject to changes. They become firm once payment is effective and the the ticket has been issued.

The fares offered are available for a limited number of seats only. Within this quota of available seats, the current fare indicated or advertised will be applicable with your agreement. If, after having paid for your ticket, you find a cheaper fare on the same flights and on the same dates, ASL Airlines France will not refund the difference. This rule also applies to taxes and surcharges or handling fees. If you purchase a second ticket at a cheaper fare, ASL Airlines France will refund the first ticket only if its fare conditions allow it (cancellation fees may apply and administration fees may be non-refundable).

**3.3.** The different fare categories offered on the [aslairlines.fr](http://aslairlines.fr) website:

**3.3.1. The Basic rate includes :**

- The flight,
- One piece of hand luggage with a capacity of 50 litres maximum, and whose weight does not exceed 10 kg,
- An accessory whose dimensions do not exceed 35x20x20cm,

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- Modification of the ticket until 3 hours before the flight is with 60€ of expenses + tariff readjustment per passenger and per journey
- Non changeable ticket after flight
- Non-refundable ticket before and after the flight date.
- The Basic fare does not include checked baggage. The passenger will have to pay a flat fee for the check-in of a hold baggage (please refer to Article V - sale of additional services of these General Conditions of Sale).

### 3.3.2. The Standard Fare includes :

- The flight,
- One piece of hand luggage with a capacity of 50 litres maximum, and whose weight does not exceed 10 kg,
- An accessory whose dimensions do not exceed 35x20x20cm,
- one piece of checked baggage up to 23 kg,
- Modification of the ticket up to 3 hours before the flight is possible with a 30€ fees + price adjustment per passenger and per journey,
- Modification of the ticket from 3 hours before the flight and up to one year is charged 100€ per passenger and per journey + a possible price readjustment,
- Ticket refundable before flight with a fixed deduction of 100€ per person and per trip,
- Non-refundable ticket after the flight date.

### 3.3.3.. The Flex Fare includes :

- The flight,
- One piece of hand luggage with a capacity of 50 litres maximum, and whose weight does not exceed 10 kg,
- An accessory whose dimensions do not exceed 35x20x20cm,
- one piece of checked baggage up to 23 kg,
- Ticket can be modified without charge before and after the flight, subject to a possible fare adjustment,
- Ticket refundable without charge up to 3 hours before flight, non-refundable from 3 hours before flight.

## 3.4. Other fares

### 3.4.1. Promotional fares

Promotional fares may be available for sale in travel agencies or on the airline's website.

These promotional fares are subject to special conditions, which may impose restrictions on use, a fare adjustment or prohibit a change of reservation and may prohibit or limit the amount of a refund in the event of cancellation or no show.

Promotional fares are limited to specific periods of sales and travel. Promotional fares are open to all, but adult passengers who benefit adults specific fares may apply to promotional fares. The validity of the ticket is restricted and the promotion is usually associated with a travel plan specifying the number of seats available at that fare on each flight. A promotional fare is always subject to availability.

The promotional fares offered by ASL Airlines France do not include a baggage allowance. In all cases, the passenger must pay a flat fee for checked baggage.

### 3.4.2. Price Reductions

- "Senior discount": ASL Airlines applies a 20% discount on the adult fare for senior citizens (i.e. people aged over 60). This discount is subject to availability
- "Young" discount: tickets offered to young people aged 12 to 25 inclusive are subject to a 10% discount off the adult fare. This discount is subject to availability.
- "Child" fare: tickets for children aged 2 to 11 inclusive are subject to a 20% discount on the adult ticket price excluding VAT.
- "Baby/infant" fare: the price of a ticket for the transport of a baby under the age of two on the date of the flight corresponds to 10% of the price (excluding VAT) of an adult ticket on the chosen dates (date of departure, date of reservation)
- When a child reaches the age of 2 years between the dates of outward and return travel, the price of the ticket for the return flight only, will be that of a ticket at the child fare and a seat in the cabin will be compulsorily allocated to him/her.

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None of the "Senior", "Young", "Child" offers will be available from 1 July to 17 September 2023

### 3.5. Prices

3.5.1. Prices offered are subject to modification and cannot be secured until full payment of the price.

3.5.2. The transport services covered by the ticket correspond to transport from an airport of origin to an airport of destination, as mentioned on the ticket. They do not include ground transport to or from an airport, nor connections between two flights when ASL Airlines France only operates one of these flights.

The price for a specific route is the one applicable at the time of booking, for the dates requested, and for the number of people indicated in the request. If the conditions of the fare chosen allow it, the passenger may change his travel dates, but a fare adjustment may eventually apply.

3.5.3. A service charge applies to each sales package, whether it includes one or more tickets for one or more passengers. They are set at:

- 2€ per ticket for sales made on the ASL Airlines France website,
- 10€ per ticket for a reservation made through one of our telephone reservation centres,
- 15€ per ticket for a reservation made at one of our airport counters in France
- 4500 Algerian dinars for a reservation made at one of our counters in Algeria

Service charges are included in the price published on the website. If you buy your tickets from a travel agency, they may apply different service charges. We invite you to inquire with them before starting your booking.

In the event of ticket modification or cancellation, the service charge is not refundable.

3.5.4. The fares are quoted inclusive of all taxes including taxes and charges collected on behalf of a third party (government, administration, airport, security, etc.) and fuel surcharge with the exception of certain taxes at certain airports, which may be collected locally (and sometimes in foreign currency, upon your arrival/departure). Airlines are dependent on the fluctuations in taxes, which are specific to each country. Taxes and surcharges are subject to change without notice and are based on the applicable daily rate (rate applicable on the day of booking / modification / cancellation).

3.5.5. If, for any reason whatsoever, the passenger is unable to take his/her flight, and his/her ticket is no longer valid, the taxes and charges relating thereto may be refundable on request (even in the case of a non-refundable ticket). ASL Airlines France will proceed with the refund within 30 days of receipt of the request. Only those taxes and charges which are due as a result of the passenger's actual boarding will be refunded. In addition, for some destinations, certain taxes and/or charges may not be refundable.

Finally, you may not claim for a refund of airport taxes and charges after the end of the validity period of your ticket (i.e. one year from the date of issue of your ticket).

3.5.6. Cash payments are only possible in travel agencies, or at the airport. When a cash payment is made, supplementary fees and/or commissions may apply.

The price, surcharges and taxes, fees and additional charges shall be paid in the currency of the country in which the ticket was issued.

3.5.7. If a credit/debit card issued by a foreign bank is used, the latter may charge additional exchange fees. We invite you to contact your bank for more information. Only Visa and MasterCard credit cards are accepted.

ASL Airlines France does not accept payments by cheque, American Express card or travel vouchers.

3.5.8. Payment in three interest-free instalments

A three- interest-free instalments service is offered by our partner Cetelem and is accessible from the ASL Airlines France website. It is only available for transport services purchased on the ASL Airlines France website or from our telephone call centers.

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3.5.9. When checking in at the airport, passengers must present proof of the fare they have been charged (e.g. tickets for a baby under the age of two ). If they fail to do so, they may have to pay an additional fare on the day of travel. Upon payment and at the time of check-in at departure airport, ASL Airlines France may request that the passenger present:

- > A copy or original of the credit/debit card used to pay for the ticket,
- > A copy or original of the credit/debit card holder's identity document,
- > A certificate from the holder of the credit/debit card used for payment, r confirming his/her authorisation to use his/her card for the purchase of the ticket concerned.

If the passenger is unable to produce these documents at check-in, ASL Airlines France may not be able to issue ticket or may refuse you carriage.

3.5.10. Some services are optional. They are only available if the passenger has paid the price for the service before the flight date (at the time of booking, or at a later date).

Some services are optional. They are only available if the passenger has paid before the date of the flight (at the time of booking or at a later date).

### IV. TICKET SPECIFICATIONS

This Section details the general terms and conditions applicable to all tickets as well as certain specificities of certain tickets. However, ASL Airlines France invites its future passengers to refer to the General Conditions of Carriage or to contact one of our call centres before any purchase.

#### 4.1. Non-transferability of tickets

The tickets are nominative.

The passenger must present a proof of identity such as a National Identity Card or passport (depending on the destination), each time it is requested.

#### 4.2. Modifying a reservation

4.2.1. ASL Airlines France allows the following modifications s:

- Dates of travel
- Time of travel
- Spelling correction of first and/or last name
- Change of passenger's first and last name
- Spelling error
- Date of birth
- Gender
- Passport information

4.2.2. Reversals of surnames and first names as well as spelling corrections of surnames of more than 3 letters are carried out subject to the payment of 30 Euros per intervention and per ticket for short and medium-haul destinations.

If the ticket was booked on the official website or by telephone through our telephone reservation centres, the request for correction must be sent to the e-mail address [supportclient@aslairlines.com](mailto:supportclient@aslairlines.com) or to our agents via our telephone reservation centres, at the latest 48 hours before the flight's departure.

If the purchase was made through other means, corrections can only be requested from the agency that issued the ticket.

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### 4.3. Validity period of tickets

Unless otherwise stated on the Ticket, in these General Conditions of Sale or in the applicable Fares (which may limit the period of validity of a Ticket depending on the information contained therein), the period of validity of a Ticket is:

- One year from the date of issue,
- Subject to the first journey taking place within one year of the date of issue, one year from the date of the first journey shown on the Ticket.

### 4.4 Timetables, routes and connections

4.4.1. Before finalising your purchase, ASL Airlines France will inform you of the schedule applicable to your flight. Your ticket shall also indicate this schedule. ASL Airlines France may need to modify the schedule of your flight after you have purchased your Ticket. As a result, the timetables indicated on the tickets, on the ASL Airlines France's website, or by travel agents cannot be guaranteed.

For this reason, ASL Airlines France strongly recommends that you provide your contact details or those of a contact person at the departure and destination points, so that we can provide you with all useful information, and in particular, any change in your flight schedule.

ASL Airlines France undertakes to take all necessary measures to transport its passengers and their baggage with due diligence.

4.4.2. ASL Airlines France may, without notice, substitute another carrier or use another aircraft. In this case, ASL Airlines will inform its passengers as soon as possible of any change in the identity of the carrier.

4.4.3. Connections cannot be guaranteed, regardless of the complementary mode of transport chosen. ASL Airlines France declines responsibility for connections purchased on another transport contract. Consequently, ASL Airlines France advises its passengers who organise their own travel to the airport of departure or from their airport of arrival to allow for reasonable connection times, and to book modifiable or refundable tickets to avoid any risk of financial loss.

4.4.4. ASL Airlines France reserves the right to schedule, cancel or modify stopovers. In any event, ASL Airlines France will use its best efforts to avoid adding a stopover that was not planned at the time of purchase of the ticket. If such stopover becomes necessary, ASL Airlines France shall inform the Passengers as soon as possible.

4.4.5. Check-in Deadline" means the time limit by which you must complete check-in procedures, including Baggage check-in, if applicable, and be in possession of your boarding pass. Check-in Deadlines vary from airport to airport. ASL Airlines France will provide information on the Check-in Deadline applicable to your flight.

The Boarding Deadline is set at H-15 min before the departure time of your flight

You must respect the Check-in Deadline, as well as the Boarding Deadline. If you fail to do so, you will be considered as not having presented yourself for check-in or boarding ("no show" in both cases) and you will be refused access to the aircraft.

### 4.5. Passengers with special needs

#### 4.5.1. Infants:

Only one type of baby fare is offered for sale.

The baby fare does not allow the baby to have a seat during the flight, he/she travels on the lap of an independent adult attached to him/her by a specially adapted belt provided by the crew for the duration of the flight.

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The baggage allowance applicable to baby tickets is

- 1 piece of 10kg in hold baggage,
- 1 piece of 3kg in cabin baggage,
- 1 accessory (pushchair, car seat, cosy) for a maximum weight of 10kg,

Any child under the age of two is considered as a baby and travels on the lap of an adult who is autonomous and is attached to him/her by a specially adapted belt provided by the crew for the duration of the flight. However, if the baby is a baby passenger at the start of the journey and becomes a "child" passenger on the return journey (he/she is 2 years old when he/she makes the return journey), the baby fare only applies for the "outward" journey where he/she is a baby under 2 years old. On the return journey, the child fare will apply. For further information, the passenger may refer to the company's General Conditions of Carriage.

### 4.5.2. Unaccompanied minors (UM)

- For safety reasons, children under the age of 4 are not allowed to travel unaccompanied on our flights.
- Minors who have reached the age of 4 and have not reached the age of 12 at the time of travel and are travelling alone must be notified prior to the purchase. They will only be accepted after approval by us and only as UM.

UM bookings are subject to specific pricing. Tickets for children travelling alone can be purchased:

- By telephone at one of our telephone booking centres, or
- from your travel agent, or
- at the airport, at the ASL Airlines France ticket counter.

When booking the UM ticket, you must specify the name and contact details of the Responsible Contact person at departure airport and at arrival airport. If the Responsible Contact person on arrival does not come to meet the child or cannot be contacted, the child will be sent back on the next flight to its origin point.

Any child under 12 years of age who does not have UM status in their booking documents must travel with an adult over 18 years of age. If the adult's booking was not made at the same time as the child's booking, the adult's surname and booking number must be included in the child's booking documents. You can email this information to us at [supportclient@aslairlines.com](mailto:supportclient@aslairlines.com).

Minors who have reached the age of 12 may travel unaccompanied without assistance. However, minors over 12 years and less than 17 years of age may travel under unaccompanied minor (UM) status: reservations can only be made by telephone with one of our telephone reservation centres, at least three working days before the first day of your journey and are subject to our prior agreement and to the payment of a supplement. For more details on the conditions of travel for an unaccompanied minor, please refer to the General Conditions of Carriage.

### 4.5.3. Passengers with reduced mobility

These provisions are made in accordance with Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the carriage of disabled persons and persons with reduced mobility when travelling by air.

Passengers wishing to benefit from special assistance due to a disability or reduced mobility must inform ASL Airlines France at the time of booking and at least 48 hours before the flight's departure of their need for specific assistance, so that we can coordinate with the airport services. For optimal care, we strongly recommend that you contact us before purchasing your ticket so that we can check that our company can meet your needs

If you wish to carry mobility equipment (e.g. wheelchair, service/assistance dogs), you must also inform ASL Airlines France at the time of booking and at least 48 hours before the flight departure.

The carriage of persons with reduced mobility may not be refused, except in cases provided for by European regulations or the regulations applicable to the route concerned.

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ASL Airlines France will carry, free of charge, in addition to the baggage allowance, two items of mobility equipment (wheelchair, walker) as well as medical equipment, subject to there being sufficient space on board the aircraft and without prejudice to the application of legislation on dangerous goods.

For more information on the conditions of carriage applicable to disabled persons and persons with reduced mobility, please consult our General Conditions of Carriage.

### **4.6. Baggage**

The baggage allowance is the number and weight of the baggage that you can carry free of charge in the hold. If the baggage exceeds the permitted size, weight or number of bags, you will be charged a supplement at check-in.

The Basic fare does not entitle you to register any checked baggage. However, you may purchase additional baggage allowance, on the ASL Airline's website, from one of our call centres, or at the airport, at the ASL Airlines France ticket counter.

Standard and Flex fares entitle you to free baggage allowance of 23 kg.

The flat rate applicable to excess baggage on ASL Airlines France scheduled flights is:

- 30€ for an additional 3KG,
- 50€ for an additional 9KG, with no possibility of exceeding this limit.

Pieces of luggage weighing more than 32KG are not accepted for the transport.

For more details, you are invited to refer to the General Conditions of Carriage.

The baggage allowance systematically includes one piece of cabin baggage within the limits of dimensions and weight specified in the General Conditions of Carriage (one piece of hand baggage of maximum 10kg, with a maximum capacity of 50 litres, and whose three dimensions (length + width + height) do not exceed 115 cm).

Different excess baggage allowances and tariffs apply for charter flights. ASL Airlines requests its passengers on charter flights to contact their travel agent to find out the specific allowances for their flight.

Checked baggage is checked through to the destination indicated on the ASL Airlines France ticket. Any passenger having a ticket for another airline to a destination other than that indicated on the ASL Airlines France ticket, will have to collect his baggage after the flight and before checking in for his next flight.

### **4.7. Travelling with pets**

You may travel with pets subject to the prior agreement of ASL Airlines and payment of the applicable animal transport tariff. The carriage of service animals is free of charge.

For the list of animals accepted on our flights and the restrictions on carriage, you may refer to our General Conditions of Carriage.

## **V - MODIFICATION, REFUND AND CANCELLATION OF TICKETS**

### **5.1 Legal information: no right of retraction**

Passengers are reminded that the provisions of articles L221-1 to L221-28 of the French Consumer Code relating to contracts concluded at a distance and off-premises do not apply to contracts of carriage of passengers. Consequently, the right of withdrawal provided for in Article L221-18 of the French Consumer Code does not apply to the purchase of airline tickets on the airline's website, on the websites of online travel agencies, or in the context of purchases from our telephone reservation centres.

### **5.2. Modification, refund or cancellation procedure**

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If the chosen fare allows it, the passenger may cancel or modify his/her ticket at the central reservation offices or on the company's website, in the "my reservations" section.

### 5.3. Cancellation and refund

Only Flex and Standard Fare tickets may be cancelled and give right to a refund.

For Standard Fare tickets, as for Flex Fare tickets, ticket cancellation and refund can be requested up to 3 hours before the flight date. However, they are not refundable after the flight date.

For Standard Fare tickets, a flat rate deduction of €100 per flight and per person will apply.

Regardless of the fare chosen, once the ticket is expired, it is no longer refundable.

**5.4.** Charges imposed by ASL Airlines France (including the surcharge identified as YQ) are refundable only when the chosen fare provides that the ticket is refundable.

- For non-refundable tickets, the surcharge identified as YQ is not refundable,
- Administration fees and/or insurance or assistance fees are not refundable, regardless of the type of ticket, (unless the cancellation was caused by the seller)
- Certain individual taxes and fees may be refunded upon request if the passenger has not boarded the aircraft (including for non-refundable tickets).

**5.5.** Refund request procedures for purchases made on the website or via ASL Airlines France's telephone reservation centres:

If the passenger has purchased his/her ticket on the ASL Airlines France website or through one of our telephone reservation centres, the refund request can be made by writing to supportclient@aslairlines.com. The online request is free of charge (except for the cost of the internet connection, which you must pay). The request may also be sent by post to ASL Airlines France, Customer Support, CS 14454, 95708 Charles de Gaulle Airport Cedex - France.

**5.6.** How to claim refunds for purchases made through online and traditional travel agencies:

In the case of purchases made through online and traditional travel agencies, it is the latter that must apply to ASL Airlines France for a refund of taxes. The refund will then be made to the agency, which will in turn be responsible for transferring the amount refunded by our company to the passenger.

**5.7.** Refunds are made in the currency in which the ticket was purchased. Refunds will be made to the payment used to make the purchase. The card-issuing bank may deduct from the refund a fee which is payable by the passenger. As exchange rates may vary, the amount received by the passenger may be less than the fare refund collected by the airline.

Owing to exchange rate fluctuations, the amount received by the passenger may be less than the refund paid by the company.

## VI. SALE OF ADDITIONAL SERVICES

Additional services may be offered for sale at the time of ticket purchase. The provision of these services is optional and at the sole discretion of ASL Airlines France, and is subject to the following conditions:

### 6.1. Characteristics of the purchase of additional services

6.1.1. The prices applicable to additional services are those in force at the date of purchase of the said additional service.

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6.1.2. Additional services may be available on the ASL Airlines France fleet or its subcontracted airlines, however different rates may apply.

6.1.3. Additional services are non-refundable, but may be exchanged or postponed in the event of a flight change. They are non-transferable..

6.1.4. All additional services offered can be booked in advance and up to 3 hours before the departure of the booked flight. After this time, the additional services are no longer offered for sale.

6.1.5. Changes are possible in case of rescheduling to another flight

### **6.2. Seat selection on an ASL Airlines France flight:**

At check-in, a seat is allocated free of charge to the passenger. However, ASL Airlines France offers its passengers the possibility of selecting a specific seat in advance.

This service is subject to a fee and is available at the time of booking up to 3 hours before the flight. The following provisions apply to this additional service.

#### **6.2.1. Reservation procedure**

Reservations can be made on the ASL Airlines France website, through our call centres, or through the travel agency that issued your ticket

With the exception of standard, window, centre or aisle seats, which are granted free of charge, the selection of seats at check-in is subject to payment of a fee ranging from €5 to €15 depending on the seat location chosen.

Seat selection cannot be considered as an upgrade service.

Seats are allocated by name and cannot be transferred to other passengers.

If the passenger chooses to change his/her travel dates, the seat selection can be transferred to the new flight.

#### **6.2.2. Terms of performance**

6.2.2.1. Seat numbers are provided as a guide. Alternatively, a seat with a different number but with the same characteristics as the one selected may be given to the passenger without entitlement to a refund.

6.2.2.2. The seat reservation service is offered, subject to availability, on flights operated by ASL Airlines France only, and in application of the conditions of the contract of carriage reproduced on the air ticket or in ASL Airlines France's General Conditions of Carriage, ASL Airlines France may, without prior notice, use other aircraft including those of other airlines. Consequently, in the event of a change of aircraft, ASL Airlines France shall endeavour to assign the passenger a seat similar to the one booked. In this case, the service shall not be eligible for reimbursement. For any other reason, the service not performed may be reimbursed upon request to supportclient@aslairlines.com.

#### **6.2.3. Operational restrictions**

Some seats are not accessible in pre-booking for safety reasons or because they are accessible in priority to certain types of passengers (extra medical seat, oxygen, carrycot, infants, PHMR passenger seat).

For imperative safety reasons and in accordance with aviation regulations, seat reservations are available only for able-bodied persons who are comfortable with their movements and able to understand the safety instructions. They must be able to open emergency doors, move quickly and assist in the event of an evacuation. If the person occupying a seat does not meet the conditions applicable on the day of travel, the company will provide a different seat without the possibility of reimbursement (e.g. seats at emergency exits exclude children for safety reasons. If a seat has been purchased for a child, the child and the accompanying adult will be moved without the right to a refund).

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For information purposes, the operational restrictions applicable to certain seats or passengers are detailed below. The operational restrictions applicable to each seat are detailed for each seat at the time of booking.

Emergency exit seats: Passengers meeting one of the following exclusions will not be able to use these seats:

- Persons with reduced mobility, either temporarily or permanently,
- Persons with visual, hearing or cognitive impairments,
- Persons whose stature (waist measurement greater than 135 cm) could impede access to emergency exits,
- People whose stature does not allow them to assist other passengers in the event of an evacuation,
- Pregnant women,
- Children under 18 years of age, whether or not accompanied by an adult, and babies,
- People who do not speak French or English,
- Persons under the influence of a toxic substance or in a state of intoxication at the time of check-in, boarding or during the flight,
- Persons with pets,
- Persons with a fear of flying

Only seats located directly next to a window may be pre-booked by passengers traveling under the WCH status, except where 14 CFR Part 382 applies;

If the passenger does not meet the safety criteria defined above, ASL Airlines France reserves the right to assign the passenger a different seat, without the possibility of reimbursement.

Similarly, ASL Airlines France may refuse to allocate pre-booked seats in particular for reasons of force majeure, safety, security or operational constraints unforeseen at the time of sale.

The operational restrictions applicable to each seat are detailed for each seat at the time of booking. The above list is not exhaustive.

6.2.4. Passengers must present themselves at the airport for check-in two (2) to three (3) hours (depending on the final destination) before the departure time of their flight, and no later than 45 minutes before the check-in deadline stipulated in the flight document or on any other travel document. If a passenger arrives after the Check-in Deadline, he/she will not be allowed to board the flight and no refund can be claimed under the seat selection service. If the passenger and/or one or more persons for whom the services were purchased do not show up for boarding, none of the seat reservations will be refunded.

### 6.2.5. Refund/Liability:

6.2.5.1. If the passenger does not comply with the General Conditions of Sale or the General Conditions of Carriage, and as a result thereof ASL Airlines France cannot provide the service booked to the passenger, the latter shall not be entitled to the additional services he/she booked, he/she will not be entitled to receive any refund on that ground. For Such services that ASLF could not provide...

6.2.5.2. Complaint: On board, the passenger may approach the crew to remedy a possible non-performance. If the crew cannot remedy such error on board, the passenger may submit a complaint to [supportclient@aslairlines.com](mailto:supportclient@aslairlines.com). Otherwise, the complaint cannot be processed and no refund can be made. ASL Airlines France will refund all or part of the amounts collected, depending on whether the Service has been not performed in full or partially performed. The refund will be made to the person who paid for the Service.

6.2.5.3. Some passengers may be provided with a free service. In the event of cancellation or total or partial non-performance, this does not give rise to any right to reimbursement.

### 6.3. Additional Baggage Service

6.3.1. Each ticket entitles the passenger to to the carriage of the number of baggage items included in the baggage allowance. The additional service of selling excess baggage allows passengers to purchase, before the Check-in Deadline, the carriage of additional baggage ,or additional weight.

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6.3.2. The “additional baggage” service allows passengers to purchase additional baggage equivalent to the 23 kg baggage allowance on a flat rate basis). The purchase of this service on the ASL Airlines France website entitles the passenger to a 30% reduction compared to the price applied in travel agencies or at the airport on the day of departure.

This service cannot be provided in the following cases:

- for babies under 2 years old,
- for the carriage of animals (in the cabin or in the hold), for which a specific fare applies
- for the transport of sports equipment, for which a specific fare applies.

All purchases of additional baggage are firm and final. the additional baggage purchased will be mentioned on the ticket.

6.3.3. The purchase of the additional baggage service does **not** include baggage insurance or special declaration of interest. For further information, the passenger is invited to refer to the General Conditions of Carriage.

6.3.4. In the event of a complaint, the passenger may send a request to [supportclient@aslairlines.com](mailto:supportclient@aslairlines.com). Otherwise, we shall not be able to process your claim and shall not be able to refund you either.

6.3.5. Once you have checked-in your baggage, the applicable liability system is determined by the applicable international conventions and ASL Airlines France’s General Conditions of Carriage of.

6.3.6. The prices offered for additional services are available on the ASL Airlines France website.

### 6.4. “Time to think” option

6.4.1. ASL Airlines France offers an option service, called the "Time to think" period, which allows to reserve a seat and block a fare for a maximum period of 48 hours.

6.4.2. This service is only accessible on the ASL Airlines France website. The Passenger must indicate the date of travel and the desired fare and provide his/her contact details.

6.4.3. When available, this service is automatically displayed on the screen in the following format:

“Need some more time to decide?  
Reserve now and pay later with Time to think.  
Please note this option is non-refundable.  
Time to think.  
5,00 EUR”

6.4.4. This service, charged at 5€ per booking, cannot be extended beyond the first 48 hours. It cannot be refunded if the Passenger does not confirm the reservation.

## VII. SERVICES PROVIDED BY PARTNER COMPANIES

### 7.1 Air transport services

As part of a code sharing agreement between ASL Airlines France and other carriers, it is possible to buy a ticket for a flight operated by one of our partner companies on the website [www.aslairlines.fr](http://www.aslairlines.fr), through our call centres or in a travel agency. The name of the company operating the flight is communicated at the time of booking.

These general conditions of sale are also valid for this type of transport. However, since more restrictive conditions may apply to flights operated by a company other than ASL Airlines France, and particularly with regard to baggage allowance and the handling of animals, we invite passengers to refer to the information on their electronic ticket and to the general terms and conditions of sale and carriage of the partner company.

7.2. On the ASL Airlines France website, passengers may access to the reservation system of our partners.

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Any purchase or reservation shall be made directly with this partner and is therefore exclusively subject to the conditions of sale of the Partner. These services are independent and do not fall within the contractual scope of the ASL Airlines France air transport contract or these General Conditions of Sale.

These services have their own general and special terms and conditions of sale available on the website, which should be referred to.

### 7.3 Car rental services

The car rental services offered by ASL Airlines France in the name and on behalf of its partners are governed by the Terms and Conditions of the car rental companies concerned, which must be accepted when placing the order.

### 7.4. Insurance services

Additional services, such as insurance, may be offered when you purchase a ticket,. These services are subject to their own general and special terms and conditions of sale, which are available on the website and should be referred to.

General terms and conditions of sale for insurance :

Guarantees may be subject to conditions. To consult the general sales conditions, click on the following links:

<https://www.aslairlines.fr/infos-voyageurs/nos-services-et-assurances-voyage/>

### 7.5. Payment in 3 credit card instalments

ASL Airlines France provides its passengers with a 3-installment payment solution by Visa or Mastercard allowing the payment of the order to be spread over 3 debits..

This solution is proposed by:

BNP Paribas Personal Finance, SA with capital of €529,548,810 - SIREN 542 097 902 RCS Paris -  
1, boulevard Haussmann 75 318 Paris Cedex 09 – ORIAS no.: 07 023 128 –

It allows the payment to be spread over 3 debits according to the following schedule:

- 1<sup>st</sup> due date on the day of the order: 1/3 of the amount of the basket
- 2<sup>nd</sup> due date: 30 days after the order: 1/3 of the amount of the basket
- 3<sup>rd</sup> due date: 60 days after the order: 1/3 of the amount of the basket.

A credit charge of 1.4% of the order amount will be debited on the first due date on the day of the order , but not exceeding €9.

#### **Eligibility conditions:**

- The amount of the cart must be between €90 and €1,500,
- For return journeys only (one-way journeys and those combining different outbound and return journeys are excluded from the offer),
- Payment must be made with a Visa or MasterCard credit card (excluding Electron, Maestro, e-CB and pre-paid credit cards),
- The credit card must be valid within 90 days of the first due date,
- This offer is reserved for individuals (natural persons above 18) residing in France, including the French overseas departments and territories (DOM-TOM),
- This offer is only available on the website [www.aslairlines.fr](http://www.aslairlines.fr),
- The date of departure must be more than 30 days from the date of purchase (e.g. purchase on 1 May for a first departure possible on 31 May)
- This offer is applicable on flights operated by ASL Airlines France

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The consumer has a withdrawal period of 14 calendar days from the conclusion of the loan.

No payment of any kind whatsoever may be required from an individual before obtaining one or more loans.

**Please note that** passengers travelling with children under 12 must always book them with at least one adult. It is not possible to book a ticket for a child under 12 if he/she is not accompanied by an adult over 18 years old.

*Example of transaction with amounts in 3 instalments for a payment of €300:*

*1 instalment of of €104.20.*

*2 instalments of of €100 each.*

*Total cost of the credit transaction: €304.20.*

*Conditions in force since 11/04/2019*

If the passenger meets all the eligibility conditions (date of transport and destinations), the "Payment in 3 instalments by credit card" will be offered at the stage of payment methods (once the basket is validated).

If you have any questions about how the three-installment credit card payment system works, you can contact BNP's customer service department on 0820 00 50 40 or by email at the following address: 3ou4xCB.cetelem@wcc-distribution.fr

### VIII. CLAIMS AND REFUND

8.1. ASL Airlines France may be present on social media (Twitter®, Facebook®, etc.) but complaints made via social networks will not be processed.

8.2. In the field of air transport, the carrier's liability is governed by international conventions, which require passengers to identify and formulate their complaint within a certain period of time. These deadlines are detailed in the General Conditions of Carriage, and the passenger is invited to refer to them.

8.3. If the passenger is not up to date with his/her payments, no refund will be made.

8.4. For any claim, the passenger undertakes and agrees to personally contact the ASL Airlines France Customer Support Department (<https://support.aslairlines.fr/>) before requesting the intervention of a third party to represent him/her (associations, collection company, lawyer), or before taking legal action. The purpose of this clause is not to limit the passenger's right to legal remedy but to ensure that the quickest and least expensive option for both parties can first be attempted. In return, we undertake to send a detailed response within 60 days of receipt of the complaint.

8.5. After having approached the ASL Airlines France Customer Support Department and in the absence of a satisfactory response within 60 days, the passenger may refer the matter to the Tourism and Travel Mediator, whose contact details are: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17; the terms and conditions of referral are provided on: [www.mtv.travel](http://www.mtv.travel).

### IX. PROTECTION OF PERSONAL DATA

Information about you and any information about other persons (such as emergency contact persons, or persons dropping off or picking up unaccompanied minors) that is collected during any exchange, booking, conclusion of the transport contract, check-in, or any transaction related to the transport contract or to the transport itself is collected for the purpose of managing relations with you, managing bookings, executing the transport contract and additional services, informing your relatives in the event of an incident, monitoring customer relations, commercial prospecting for products and/or services similar to those you have contracted with us, as well as, , when you have consented to it, prospecting for other products or services by us or by our partners. Specific processing operations may be carried out in case of non-compliance with the transport contract.

The processing of personal data is carried out by ASL Airlines France as data controller. Unless you opt-out, we will send you information emails relating to products or services similar to those usually offered by our company.

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The information is intended for our departments and for the recipients concerned by the services subscribed to; these recipients include in particular the authorities of the countries of destination, overflight and/or transit which require it.

ASL Airlines France may transfer data to a country outside the European Union as part of its activities, subject to appropriate safeguards.

The information communicated is kept for a period corresponding to the execution of the transport contract extended to a period necessary to comply with our legal obligations and the preservation of our rights.

In accordance with the European Regulation on the protection of personal data (GDPR/RGPD), you have a set of rights concerning your data that you can exercise at any time with ASL Airlines France.

To contact us about the processing of personal data or to unsubscribe from commercial prospecting, contact: [rgpd\\_aslfrance@aslairlines.com](mailto:rgpd_aslfrance@aslairlines.com)

### Partner Sites

You may access, via hypertext links on the websites (or after being redirected to these websites), the websites of Partners that are not governed by these provisions for the protection of personal data. You should therefore review the rules applicable to the use and disclosure of the information you provide on such websites. We do not control or audit these websites and we cannot be held liable for the information contained therein.

## X. LEGAL PROVISIONS AND APPLICABLE LAW

### 10.1. Evidence

It is expressly agreed that unless we have made a manifest error, the data stored in our information systems or those of our service providers, particularly in the electronic messaging tools we use, have evidential value with respect to the orders placed and the performance of your obligations as well as our own obligations. The data on computer or electronic support that we keep constitute evidence and, if we produce them as means of proof in any litigation or other procedure, they will be admissible, valid and enforceable between you and us, in the same way, under the same conditions and with the same evidential value as any document which would be established, received or kept in writing.

### 10.2. Partial validity

If one or more stipulations of these General Conditions of Sale are deemed null, invalid or unwritten or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other stipulations and their scope will not cease to apply.

### 10.3. Indirect damage

Unless otherwise provided in the General Conditions of Sale or the General Conditions of Carriage, in the event of non-performance or improper performance of the contract, whether by you or by us, only direct damage suffered by the other party shall give rise to a right to compensation. Any indirect and/or consequential damage is excluded.

### 10.4. Compliance with the laws

Where non-performance or imperfect performance results from compliance with a law, regulation or an international convention that is binding on us or any of our service providers, no liability shall be attributable to us or to any of our service providers.

Any French law or regulation or international convention that is contrary to these General Conditions of Sale prevails over the latter.

### 10.5. Applicable law

These General Conditions of Sale and the General Conditions of Carriage relating thereto whether in terms of their validity, interpretation or execution, as well as the contract of carriage, are governed by French law.

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### ARTICLE XI. LEGAL INFORMATION

**Publishing company :**

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