

# GENERAL CONDITIONS OF SALE

## I. SCOPE OF APPLICATION

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

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

1.1.2. Through travel agencies or online,

1.1.3. By phone at the following numbers:

- For France: 0825 825 849 (€0.20/minute + calling rate)
- From Israel: 03-7952100
- From Algeria: +213 (0) 21 67 78 28/29/39
- From Tunisia: 31 107 437

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

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

1.2.2. sales transactions concluded with professionals;

1.2.3. 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 trip, 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.

**1.3.** 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 without reservation the General Conditions of Carriage in their entirety.

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

- you certify that you have previously verified that the said services correspond to your request and needs,
- 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.

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

**1.6.** The General Terms and Conditions of Sale come into force on *30 AUGUST 2021* and govern any new bookings.

## II. FARES AND PRICES OF THE PROPOSED TICKETS

**2.1.** ASL Airlines France offers several fares, whose characteristics and services associated with travel differ from one ticket category to another:

**2.2. 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
- The modification of the ticket up to 1 hour before the flight is charged 60€ + a possible price adjustment,
- Ticket cannot be changed after flight
- The modification of the ticket after flight and up to one year is charged 120€ + a possible price adjustment,
- The Ticket is not cancellable and non-refundable before and after the flight date.

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- The Basic fare does not include checked baggage. The passenger will have to pay a lump-sum for the check-in of checked baggage (please refer to Article V - sale of additional services of these General Terms and Conditions of Sale).

### 2.3. The Basic Plus 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
- one piece of checked baggage up to 23 kg,
- The ticket may be modified free of charge up to 48 hours before flight subject to any price adjustment,
- Up to 48 hours to 1 hour before flight is charged 40€ + a possible price adjustment,
- The modification of the ticket after flight and up to one year is charged €80 + a possible price adjustment,
- The ticket may be refundable before the flight for a flat-rate deduction of €100,
- The ticket is not cancellable and non-refundable after the flight date.

### 2.4. 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,
- The modification of the ticket up to 1 hour before the flight is charged €40 + a possible price adjustment,
- The modification of the ticket after flight and up to one year is charged €80 + a possible price adjustment,
- The ticket may be refundable before the flight for a flat-rate deduction of €100,
- The ticket is non-refundable after the date of flight.

### 2.5. 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,
- The ticket may be modified, and is refundable before the date of flight, free of charge, subject to any price adjustment,
- The ticket may be modified after the date of flight, without any additional charge subject to possible fare adjustment, but is non-refundable,

### 2.6. Other fares

2.6.1. Promotional fares may apply for limited periods of time, and subject to availability, as the number of seats covered by the promotion may be limited. The conditions for applying these tariffs may differ from the above mentioned fare conditions. These promotional fares are only available on the company's website during the periods in which they are implemented.

The promotional fares offered by ASL Airlines France do not include a baggage allowance. In all cases, the passenger will have to pay a lump sum for the check-in of checked baggage.

#### 2.6.2. Price Reductions

- ASL Airlines does not apply a discount on the price of tickets offered to senior citizens (i.e. people over 60 years of age),
- Tickets offered for children aged 2 to 11 years are subject to a 20% discount compared to the adult ticket price excluding taxes when purchased on the ASL Airlines France website.
- The price of a ticket for the transport of a baby (infant) under two years of age on the date of the flight corresponds to 10% of the price of an adult ticket on the dates chosen (date of departure, date of booking)
- When a child reaches the age of 2 between the outward and return travel dates, the price of the ticket for the return flight only will be that of a ticket at the child rate and a cabin seat will be mandatory.

2.6.3. A different pricing may apply for special repatriation flights during the period of the COVID 19 pandemic and the closure of the borders. The fare conditions that apply provide for a non-refundable and modifiable tariff with 100€ fees + a possible fare readjustment. The special repatriation flights refer to flights from ALGERIA to FRANCE on authorization of the French and Algerian States.

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### 2.7 Prices

2.7.1. The prices offered are only guaranteed after full payment of the price.

2.7.2. 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 surface transport from or to an airport, or transfers between two flights.

The price is the one applicable at the time of booking, to the chosen route, 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 modify his travel dates, but a fare adjustment may eventually apply.

2.7.3. Service fees apply to each passenger in a sales files, the rates are as follows:

- 2€ per passenger on the ASL Airlines France website
- 10€ per passenger with our call centers France
- 15€ per passenger at our airport sales counters France
- 30€ per passenger with our sales representative Soleil Voyages in Algeria (rate applicable on commercial flights in Soleil Voyages travel agency and airport)
- 48€ per passenger with our sales representative Soleil Voyages in Algeria (rate applicable on special flights in Soleil Voyages travel agency and airport)

These prices are included in the price published on the internet. When purchasing tickets from travel agencies, they may charge different service fees. We invite you to inquire with them before starting your reservation.

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

2.7.4. 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).

2.7.5. If, for any reason whatsoever, the passenger is unable to take his flight, and his ticket is no longer valid, the taxes and charges relating thereto may be refunded to him on request (even in the case of a non-refundable ticket). Refunds will be made within 30 days of receipt of the request by ASL Airlines France. 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.

2.7.6. Payment in cash is only possible in travel agencies, or at the airport. When a cash payment is made, additional fees and/or commissions may apply, which are charged to the buyer of the ticket.

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

2.7.7. 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, travel vouchers or American Express cards

2.7.8. Payment in three instalments

Payment in three 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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2.7.9. When checking in at the airport, passengers may be asked to show proof of the fare they have been charged (e.g. tickets for a baby under two years old). If they fail to do so, they may be required to pay an additional fare on the day of travel.

Upon payment and at the time of check-in at each departure airport, ASL Airlines France may request that the passenger produce:

- > 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 payment cardholder confirming authorisation to use the card of which he is the cardholder for the purchase of the ticket concerned.

If the passenger is unable to produce these documents at check-in, the ticket shall not be issued or carriage may be refused.

2.7.10. Some services are optional. They are only accessible if the passenger has paid the fare set for this service before the flight date (at the time of booking, or at a later date).

### III. TICKET DETAILS

This section includes general information about all the tickets and specific information about some tickets. Nevertheless, ASL Airlines France requests its future passengers to refer to the General Conditions of Carriage or contact one of our call centres before any purchase.

#### 3.1. Transferability of tickets

3.1.1. The tickets are non-transferable.

3.1.2. The passenger must present an identity proof such as a National Identity Card or passport, whenever requested.

#### 3.2. Change of booking

3.2.1. ASL Airlines France allows the following changes:

- 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

3.2.2. The corrections of civility, the corrections of name or first name up to 3 letters are free. On the other hand, name-first name inversions as well as orthographic corrections of more than 3 letters are made subject to the payment of 30 euros per intervention and per ticket for short and medium-haul destinations.

When a ticket is booked on the airline's official website, or by telephone at a telephone booking centers, the request for correction must be made only by telephone at one of our booking centres at the latest 72 hours before the departure of the flight.

When the purchase has been made by other means, corrections can only be requested from the ticketing agency.

#### 3.3. Validity period of tickets

Unless otherwise stipulated on the ticket, in these General Conditions of Sale or in the applicable Fares (which may limit the validity period of a ticket depending on the information it contains), the validity period of a ticket is:

- One year from the date of issue,

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- Provided that the first trip takes place in the year following the date of issue, one year from the date of the first trip indicated on the ticket.

### 3.4. Schedules, routes and connections

3.4.1. Due to the complexity of aviation operations, strict observance of schedules indicated on tickets or elsewhere cannot be guaranteed. As a result, ASL Airlines France requests its passengers to provide contact details or those of a contact person at departure and at the destination point to communicate all useful information.

ASL Airlines France undertakes to implement all the necessary measures to transport its passengers and their luggage with due diligence.

3.4.2. ASL Airlines France may, without notice, substitute for other carriers, use other aircraft. In this case, ASL Airlines will promptly inform its passengers as soon as possible about any change in the carrier.

3.4.3. Connections are not guaranteed, regardless of the complementary mode of transport chosen. ASL Airlines France assumes no liability for connections purchased under another transport contract. As a result, ASL Airlines France advises its passengers organising their own trips to the departure airport or from their arrival airport, to plan for reasonable connection times, and to book modifiable, or even refundable, tickets to avoid any risk of financial loss.

3.4.4. ASL Airlines France may or may not schedule stopovers or cancel or modify them. In any case, it will make its best efforts not to add an unplanned stopover at the time of the ticket purchase and/or failing that, to inform the passengers as soon as possible.

### 3.5. Special passengers

#### 3.5.1. Infants:

Only one type of ticket for infants is offered for sale. Any child under the age of two is considered an infant and shall travel on an independent adult's lap attached to him by a specially adapted belt provided by the crew for the flight duration. For further information, the passenger may refer to the General Conditions of Carriage of the company.

The infant fare does not allow the infant to have a seat during the flight; he travels on his parents' lap attached to one of them by a specially adapted belt. However, if the baby is an 'infant' passenger at the start of the trip and becomes a 'child' passenger on the return journey (he reaches the age of 2 years on the return trip), the infant fare applies only for the "outward" journey when he is an infant under 2 years. The child rate will apply for the return journey.

The baggage allowance applicable to infant tickets is:

- 3 kg for cabin luggage
- 10 kg for checked luggage
- A stroller or carrycot for a car seat, weighing up to 10 kg

#### 3.5.2. Unaccompanied minors (UM)

- For safety reasons, children under the age of 4 are not allowed to travel on our flights without being accompanied.
- Minors who have reached the age of 4 and have not reached the age of 12 at the beginning of the trip and are travelling alone must be reported before the purchase. They will only be accepted after approval from the airline and only as a UM.

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

- On [www.aslairlines.fr](http://www.aslairlines.fr) website, or
- By telephone at one of our telephone booking centres, or
- from your travel agency, who will in turn have to contact one of our telephone booking centers, or
- at the airport, at the ASL Airlines France ticket counter.

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When booking, it is mandatory to communicate the name and contact of the accompanying person during the departure and arrival of the flight. If the accompanying person on arrival does not show up or is not reachable, the child will be sent back to its origin point on the next flight.

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

- Minors who have reached the age of 12 can travel alone without special assistance. However, subject to our prior agreement at least three working days before the first day of your trip and subject to the payment of an additional charge, minors over 12 years and less than 17 years of age may be entitled to an unaccompanied minor (UM) status. Telephone bookings are made only at one of our telephone booking centres.

For more details on the conditions for arranging a journey for an unaccompanied minor, please refer to the General Conditions of Carriage.

### 3.5.3. Passengers with reduced mobility

These measures are taken in compliance with Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 on the conditions of carriage of disabled persons and persons with reduced mobility when they travel by air.

Any passenger requiring special assistance due to a handicap or reduced mobility, will have to inform ASL Airlines France at the time of booking and at least 48 hours before the flight departure about his requirement for special assistance, so that the carrier can coordinate with the airport services. For optimal assistance, we strongly recommend that you contact us as soon as possible.

If the passenger wishes to carry mobility equipment (e.g. wheelchair, guide dogs), he must also inform ASL Airlines France at the time of booking and at least 48 hours before the flight departure.

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

ASL Airlines France will carry, free of charge, in addition to the baggage allowance, two mobility devices (wheelchair, walker) and medical equipment, subject to sufficient space on board the aircraft and without prejudice to the application of legislation regarding hazardous materials.

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

### 3.6. Baggage

The baggage allowance is the number and weight of the baggage that the passenger can carry for free in the hold. If the baggage exceeds the size, weight or number of pieces of luggage authorised, the passenger must pay an additional charge at the time of check-in.

The Basic fare does not entitle you to any checked baggage facility. However, the passenger can buy additional baggage allowance, on the company's website, from one of our call centres or at the airport, or at the ASL Airlines France ticket counter.

The Standard and Flex fares entitle you, without having to pay extra, to "free" baggage allowance of up to 23 kg.

The rates apply to excess baggage on regular flights of ASL Airlines France apply by package as follows:

- Up to 3kg you will have to pay the amount of € 20
- Up to 9kg you will have to pay € 40

Luggage pieces over 32kg are refused transport.

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For more information, passengers are requested to refer to the General Conditions of Carriage.

The baggage allowance always includes cabin baggage within the limits of the dimensions and weight specified in the General Conditions of Carriage (one piece of hand luggage of up to 10 kg, with a capacity of up to 50 litres, and whose dimensions (length + width + height) do not exceed 115 cm and an accessory whose dimensions do not exceed 35x20x20cm).

The baggage allowance and excess baggage differ for charter flights. ASL Airlines requests its charter flight passengers to get in touch with their travel agency to know more about their flight baggage allowance.

Checked baggage is checked in till 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.

### 3.7. Travelling with pets

You may travel with pets subject to the prior approval of the airline and the payment of the applicable fare. Travelling with assistance animals is free.

The list of animals accepted on our flights and the restrictions on transport can be found in our General Conditions of Carriage.

## IV - MODIFICATION, REFUND AND CANCELLATION OF TICKETS

### 4.1. Modification, refund or cancellation procedure

If the chosen fare so allows, the passenger can cancel or modify his ticket at the booking centres or on [www.aslairlines.fr](http://www.aslairlines.fr) the company's website under "My booking".

### 4.2. Right of withdrawal within 24 hours:

Notwithstanding the provisions of Article L 121-16-1 of the Consumer Code, ASL Airlines France offers passengers a right of withdrawal when purchasing airline tickets on the airline's website.

Regardless of the category of ticket purchased, the passenger has the option to cancel his booking within 24 hours after having made it. However, ASL Airlines France will deduct an administrative fee of €42 on the price of the booking, as well as a service charge of €2 for bookings made on the company's website [www.aslairlines.fr](http://www.aslairlines.fr).

After this period, only tickets under the Standard or Flex fares may, subject to conditions, be cancelled. The passenger must make a cancellation request using the form available on the company's website or by e-mail at [supportclients@aslairlines.com](mailto:supportclients@aslairlines.com). ASL Airlines France will refund the amounts incurred, less the administrative fees and service charges mentioned above, and within 30 days from the receipt of the passenger's request.

Bookings made at travel agencies or on a website other than that of ASL Airlines France will also be subject to a deduction of €42 as administrative fees. We request our passengers to contact their travel agency.

On the other hand, services incidental to the transport (including additional services) are neither cancellable nor refundable nor modifiable.

### 4.3. Cancellation and refund

Apart from the right of withdrawal provided for in article 4.2 above, only Flex and Standard fare tickets may be cancelled and refunded.

For Standard and Flex fare tickets, ticket cancellations and refunds may be requested prior to the flight date. They are, however, not refundable after the flight date.

For Standard fare tickets, a flat deduction of €100 will be applied.

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Regardless of the chosen fare, after the expiry date of the ticket, it is no longer refundable.

**4.4.** The charges applied by the company (including the surcharge identified as YQ) are refundable only when the chosen fare provides that the ticket is refundable.

- For non-refundable tickets, the YQ surcharge is not refundable.
- The service charge (unless the cancellation is made by the Seller) and/or the insurance or assistance fees are not refundable, regardless of the type of ticket.
- Certain taxes and individualised fees may be refunded upon request in the event that the passenger has not boarded (including non-refundable tickets).

**4.5.** Terms of the refund request for purchases made on the website or via the ASL Airlines France telephone booking centres:

If the passenger has purchased his ticket on the ASL Airlines France website or at one of our telephone booking centres, the refund request can be made by writing to [supportclients@aslairlines.com](mailto:supportclients@aslairlines.com). The online request is free (excluding your internet connection fees). The request can also be sent by post to ASL Airlines France, Customer Support, CS 14454, 95708 Charles de Gaulle Airport Cedex - France.

**4.6.** Terms of the refund request for purchases made from online and traditional travel agencies:

If the ticket is purchased from online and traditional travel agencies, it is the latter that will have to apply for refund of taxes from ASL Airlines France. The refund will then be made to the agency which will then be responsible for paying the amount refunded by our company to the passenger.

**4.7.** Refunds are made in the currency in which the ticket was purchased. They are made on the credit/debit card that was used to make the purchase. The bank issuing the card may deduct expenses payable by the passenger from the refund. Owing to exchange rate fluctuations, the amount received by the passenger may be less than the refund of the price paid by the company.

## V. 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:

### 5.1. Details of the purchase of additional services

5.1.1. The prices applicable to additional services are those in effect on the date of purchase of the additional service.

5.1.2. Additional services may be available on the aircraft fleet of ASL Airlines France or its subcontracted airlines, but different fares may apply.

5.1.3. Any purchase of additional service is firm and non-revisable. It is not exchangeable, nor refundable (except in case of non-performance by the company), nor modifiable. It is provided in the buyer's name and non-transferable.

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

5.1.5. No modifications are possible. In case of modifications or cancellations by the passenger, the full price is payable.

5.1.6. Each additional service may be used only for the flight for which it was purchased. A flight modification (cancellation or re-scheduling to a different date or time) on the initiative of the passenger or persons for whom the additional service has been acquired, does not entail any right to refund or transfer to another flight.



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### 5.2. 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 option of selecting a specific seat in advance.

This service is not free and is available at the time of booking up to 3 hours before the flight. The following provisions then apply to this additional service.

#### 5.2.1. Terms of booking

Bookings are made on the ASL Airlines France website, from our call centers or from the travel agency that issued the ticket.

The selection of seats before the check-in counter opens gives rise to the payment of a price ranging from 2 € to 10€ depending on the location of the chosen seat.

The seat selection cannot be considered as an upgrade.

The seats are granted in the passenger's name and cannot be transferred to other passengers.

The purchase of this additional service is firm and non-revisable. If the passenger chooses to change his travel dates, seat selection will not be transferred to the new flight and the passenger will not be refunded.

#### 5.2.2. Terms of execution

5.2.2.1. The seat numbers are provided for information only. A seat bearing another number but fulfilling the chosen characteristics may be granted to the passenger as an alternative without giving entitlement to a refund.

5.2.2.2. The seat reservation service is offered subject to availability on flights operated by ASL Airlines France exclusively. In application of the conditions of the transport contract indicated on the air ticket or in the General Conditions of Carriage of ASL Airlines France, it may, without notice, use other aircraft including those of other airlines. Accordingly, in the event of a change of aircraft, ASL Airlines France will endeavour to assign the passenger a seat similar to the one reserved. In this case, the service will not entitle the passenger to a refund. For any other reason, an improperly executed service may be refunded upon request to [supportclients@aslairlines.com](mailto:supportclients@aslairlines.com).

#### 5.2.3. Operational restrictions

Some seats are not accessible by pre-booking for safety reasons or because they are accessible on priority to certain types of passengers (extra medical seat, oxygen, carrycot, infants, disabled passengers or passengers with reduced mobility).

For imperative reasons of safety and in accordance with the air regulations, seat booking is reserved for able-bodied persons who are able to understand safety-related instructions. They must be able to open the emergency doors, move quickly and help in case of evacuation.

The following persons are therefore excluded:

- People with permanent or temporary reduced mobility,
- People with visual, hearing or cognitive impairment,
- People whose body size (waist size greater than 135 cm) could hinder passengers' access to emergency exits,
- People whose stature does not allow them to assist other passengers in case of evacuation,
- Pregnant women,
- Children under 18, whether or not they are accompanied by an adult and infants,
- People who do not speak French or English,
- People under the influence of a toxic substance or persons intoxicated at the time of check-in, boarding or during the flight,
- People accompanied by a pet.

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Only seats located directly next to a window may be pre-booked by passengers traveling under the WCH status, except when 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 any option of refund.

Similarly, ASL Airlines France may refuse the allocation of pre-booked seats, notably due to force majeure, safety, security or unforeseen operational constraints at the time of sale. As a result, ASL Airlines France will endeavour to assign the passenger a seat similar to the one reserved.

In this case, the improperly executed service will not entitle the passenger to a refund.

The operational restrictions applicable to each seat are detailed for each seat when booking. The above list is not exhaustive.

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

5.2.5. Refund/Liability:

5.2.5.1. If the passenger does not comply with the General Conditions of Sale or the General Conditions of Carriage, no refund can be made for services not performed.

5.2.5.2. Complaint: On board, the passenger can approach the crew to remedy a possible non-performance. If the error cannot be remedied on board, the passenger may submit a complaint to [supportclients@aslairlines.com](mailto:supportclients@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 or partially performed. The refund will be made to the person who paid for the Service.

5.2.5.3. Some passengers may be provided with free service. This, in case of cancellation or total or partial non-performance, does not entitle the passenger to any refund.

### 5.3. "Extra luggage" service

5.3.1. Each ticket entitles the passenger to carry luggage items according to the baggage allowance. The excess baggage service allows passengers to acquire, before the Check-in Deadline, the transportation of one additional luggage items or kilos.

5.3.2. The "extra baggage" service allows passengers to purchase additional baggage allowance equivalent to the 23 kg baggage allowance). The purchase of this service on the ASL Airlines France website offers a discount of 30% compared to the price offered in travel agencies or at the airport on the day of departure.

This service is not offered in the following cases:

- for babies under 2,
- for the transport of pets (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.

Any extra baggage purchase is firm and non-revisable. For remote purchases, the extra baggage purchased will be indicated on the ticket.

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

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5.3.4. In case of any complaint, the passenger may send his request to [supportclients@aslairlines.com](mailto:supportclients@aslairlines.com). Otherwise, the complaint cannot be processed and no refund can be made.

5.3.5. Once the baggage has been checked, the applicable liability system is determined by the international conventions and the General Conditions of Carriage of ASL Airlines France.

### VI. SERVICES PROVIDED BY PARTNER COMPANIES

#### 6.1 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), from our call centres or from a travel agency. The name of the company operating the flight is communicated upon booking.

These general conditions of sale are also valid for this type of transport. However, since more restrictive conditions may apply to the flight operated by a company other than ASL Airlines France, and in particular regarding baggage allowance and animal handling, we request passengers to refer to the information on their e-ticket and the general conditions of sale and carriage of the partner company.

6.2. On the ASL Airlines France website, the passenger has access to the booking engines of our partners, with which he can be connected.

Any purchase or booking is 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 air transport contract and these General Conditions of Sale.

These services have their own general and special conditions of sale available on the website.

#### 6.3 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 conditions of the car rental companies concerned, which must be accepted when placing the order.

#### 6.4. Insurance benefits

The insurance services offered on the ASL Airlines France website in the name and on behalf of its partners are governed by the conditions of the insurers concerned, which must be accepted when placing the order

#### 6.5. Payment by card in 3 instalments

ASL Airlines France provides its passengers with an option to pay in 3 instalments by credit card (Visa or MasterCard) allowing the payment to be staggered 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 staggered over 3 debits according to the following schedule:

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

Credit charges amounting to 1.4% of the amount of the order will be debited at the first payment on the day of the order, capped at €9.

#### **Eligibility conditions:**

- The amount of the cart must be between €90 and €1,500,

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- For round trips only (single-trip journeys and those combining different outward 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 prepaid 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 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 1st departure possible on 31 May)
- This offer is applicable on flights operated by ASL Airlines France

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 is not accompanied by an adult over 18 years.

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

*1 due date of €104.20.*

*2 due dates of €100 each.*

*Total cost of the transaction: €304.20.*

*Conditions in force as of xx/xx/2019*

If the passenger fulfils all the eligibility conditions (date of transport and destinations), he may choose the "Payment by card in 3 instalments" option at the time of payment (once the cart is validated).

For any questions about the functioning of the payment by card in 3 instalments, it is possible to contact the customer service of BNP at 0820 00 50 40 or by email at the following address: [3ou4xCB.cetelem@wcc-distribution.fr](mailto:3ou4xCB.cetelem@wcc-distribution.fr)

## VII. COMPLAINTS AND REFUND

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

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

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

7.4. For any complaint, the passenger agrees to personally contact the Customer Support Department of ASL Airlines France (<https://support.aslairlines.fr/>) before requesting the intervention of a third party to represent it (associations, collection company, lawyer), or before taking legal action. The purpose of this clause is not to limit the right of passengers to a 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.

7.5. After having approached the Customer Support Department of ASL Airlines France and in the absence of a satisfactory answer within 60 days, the passenger can 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 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 people (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, any transaction related to the transport contract or the transport itself is collected for

## GENERAL CONDITIONS OF SALE

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, following-up on the customer relationship, commercial prospecting of products and/or services similar to those for which you have concluded a contract with us, as well as, in case you have authorised it, prospecting by us for other products or services or by our partners. Specific processing 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 a controller. We will send you, unless you opt-out, information emails about products or services similar to those usually offered by our company.

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

ASL Airlines France may have to transfer data to a country outside the European Union as part of its activities, with the adoption of appropriate guarantees.

The information communicated is kept for a period corresponding to the execution of the transport contract extended for 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), 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: [gdp@aslairlines.com](mailto:gdp@aslairlines.com)

### Partner Sites

You may access, through hypertext links on the sites (or after being redirected to these sites) Partner sites that are not governed by these provisions of protection of personal data. You are, therefore, requested to review the rules applicable to the use and disclosure of the information you have provided on these sites. We do not control or audit these sites 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 messaging tools we use, have evidential value with respect to the orders placed and performance of your obligations as well as our obligations. The data on computer or electronic media that we keep is evidence and, if we produce it as evidence in any litigation or other proceeding, it will be admissible, valid and enforceable between you and us, in the same way, in the same conditions and with the same evidential value as any document which may be drawn up, received or preserved 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 case of non-performance or improper performance of the contract, whether by you or by us, only direct prejudice to a party will entitle it to compensation. Any indirect and/or consequential damage is excluded.

### 10.4. Compliance with the laws

In the event that a breach or improper performance results from compliance with the law, a regulation or an international agreement applicable to us or any of our service providers, no liability can be attributed to us or may be attributable to any of our service providers.

Any French law or regulation or international agreement that would be contrary to the 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 both in the assessment of their validity, their interpretation or their performance, as well as the transport contract, are governed by French law.