



## Passenger international air transportation services agreement

### Definitions

- **Airline o Volaris:** Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V.
- **Airport:** Commercial aerodrome utilized for public air transportation services, and equipped with the required facilities and services to receive and dispatch aircraft, Passengers, cargo, and mail of regular air transportation services.
- **Ticket and/or itinerary:** A physical or electronic document identifiable through a number or a password (alphanumeric code) in the Volaris electronic systems, containing the PNR, the Passenger name, route, date, Schedule and fare of the contracted air transportation service.
- **Call center:** Telephone service center through which Passengers can request information, acquire and/or change air transportation services.
- **Passenger:** The national recipient of the air transportation services.
- **PNR:** The alphanumeric code identifying the contracted national air transportation services.
- **Web site:** <http://www.volaris.com>

### Section 1. Air transportation services

**Volaris** will provide the Passenger with international air transportation services from a point of origin to a point of destination, subject to the terms, conditions and policies published in the Web Site, all of which are accepted by the Passenger upon contracting the services through any of Volaris sale channels.

In consideration of the air transportation services provided by *Volaris*, the Passenger will pay *Volaris* a fixed price, as well as all applicable taxes and charges such as the Value Added Tax, the Airport Usage Tax, Security Inspection Charge, Derecho de No inmigrante (DNI), Agriculture Tax, Customs Tax, International Transportation Tax, Passenger Facility Tax or any other charges that



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may be applicable from time to time, which can be reviewed by the Passenger using the Web Site, the Call Center or at Volaris sale channels inside the Airports, where available.

## **Section 2. Passenger**

The Passenger shall pay the price of the Ticket in compliance with applicable legislation, as well as the policies, terms, and conditions set forth by **Volaris**, which can be consulted by the Passenger using the Web Site, the Call Center or at Volaris check-in counters inside the Airports.

The Passenger has the right to be carried on a specific route and to have his/her baggage transported to its destination, that is, the Passenger's suitcase containing clothing and cleansing items.

Upon contracting the air transportation services, the Passenger shall provide true and accurate information. As a condition to be carried, the Passenger shall provide a current and valid ID, as well as the documents that in accordance with the applicable laws are necessary for its legal admission in Mexico and in foreign countries.

The Passenger represents to have knowledge of the terms and conditions of this Agreement, and agrees to periodically consult the Web Site in order to review any modification therein.

## **Section 3. Passengers with special needs**

Passengers that require a medical oxygen tank provided by the Airline must notify the Airline at least 72 (seventy-two) hours prior to the flight's scheduled departure. Those passengers that require the use of a ventilator, respirator or continuous pressure machine for the respiratory system or personal portable oxygen must notify the Airline at least 48 (forty eight) hours before scheduled departure.

Pregnant women, infants, unaccompanied minors during their transportation, shall request the necessary services upon purchasing their Ticket, to the extent required or permitted by applicable law.



In accordance with applicable laws, the Airline shall inform the Passenger of the special services that can be provided, as well as any additional charges for such services, and will provide the Passenger all necessary instructions in order to provide such services.

If a Passenger needs an additional seat in accordance with **Volaris** security procedures he/she shall request such seat when purchasing or booking the Ticket, in order to be informed of the cost of said seat.

## Section 4. Tickets

Tickets are non transferable and non refundable. It is the Passenger's sole responsibility to verify that his/her name is properly spelled out.

## Section 5. Check-in

The Passenger shall arrive at the Airport's check-in counter at least 180 (one-hundred and eighty) minutes before the scheduled flight departure time.

If the Passenger performs the check-in process at a location other than the Airport, he/she shall do the check-in accordance with the additional advance check-in requirements that the Airline sets forth for such purposes in the Web Site, through the Call Center or at **Volaris** check in counters inside the Airports.

Once the Passenger has checked-in, he/she shall arrive at the final boarding gate at least 45 (forty-five) minutes before the scheduled flight departure time, with the boarding pass and an official ID, which must be shown to **Volaris** personnel in order to board the aircraft.



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**Volaris** will not be held liable as a result of Passenger's non-compliance with the above mentioned requirements, as any action contrary to order and control hinders **Volaris** operations to the detriment of those Passengers who comply with such requirements.

## Section 6. Baggage

The Passenger will have the right to carry, without additional charge, one piece of checked baggage, weighing up to 25 (twenty-five) kilograms that complies with the dimension and volume measurements established by Volaris, which can be obtained from the Web Site, the Call Center or at Volaris sale check in counters inside the Airports.

Additionally, the Passenger can carry inside the cabin of the aircraft up to two pieces of hand baggage (carry-on), provided they comply with the dimension, weight and volume limitations set forth by Volaris to guarantee the safety and comfort of the Passengers, which can be obtained from the Web Site, the Call Center or at Volaris check-in counters inside the Airports.

Where the number of baggage pieces allowed without charge (checked baggage and/or hand/carry-on baggage) is exceeded or where the baggage does not comply with the weight, dimension or volume limitations, the Passenger shall pay the applicable fees for the excess baggage, as well as the applicable Value Added Tax, which total charge, terms and conditions can be obtained by the Passenger from the Web Site, the Call Center or at Volaris check-in counters inside the Airports.

Notwithstanding the above, transportation of excess baggage will be subject to aircraft's capacity.

All baggage shall be identified on the inside and outside, with the Passenger's name and address.

The Passenger SHALL NOT CARRY in checked baggage medication and treatments, perishables, liquids, or fragile items. It is also prohibited to carry weapons of any kind, gases, flammable substances, lighters, corrosive items, explosives and magnets among other things.



**Volaris** does not recommend the transportation of valuable items such as money, jewelry, art pieces, values, electronic articles such as radios, cell phones, computers, cameras and other valuable things in checked baggage.

If for any reason the Passenger's checked baggage does not arrive on the assigned conveyor with the rest of the flight's baggage, the Passenger shall present a claim with the **Volaris** personnel in charge, in accordance with the terms established in the Convention for the Unification of Certain Rules for International Carriage by Air executed in Montreal in 1999 (the "Montreal Convention"). The same procedure shall be followed in case of baggage damage.

**Baggage damage or loss:** compensation due to damage or loss of the checked baggage will be determined pursuant to and in accordance with the limits established in the Montreal Convention.

**Baggage delay:** If Passenger's checked baggage does not arrive at the city of destination with said Passenger, responsibility will be determined pursuant to and in accordance with the limits established in the Montreal Convention.

## Section 7. Overbooked or cancelled flights

In compliance with Mexico's Civil Aviation Law, if Airline issues Tickets exceeding aircraft's capacity, or if the flight is cancelled due to Airline's fault, (events related to the weather or external situations preventing a flight will not be deemed as Airline's fault), and as a result a Passenger is denied the contracted air transportation, Airline will (except for flights originating in the United States of America), at Passenger's choice:

For flights with origin in Mexico:

- I. Refund the price paid for the Ticket, or the proportional amount regarding the incomplete segment of the trip.



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- II. Offer, through all possible means, substitute transportation on the first available flight, as well as provide, free of charge, telephone or cable communication services to the city of destination, meals in accordance with the time the Passenger had to wait to board another flight; hotel accommodations at the Airport or the city where an overnight is required in which case ground transportation services to and from the Airport will be provided.
- III. Transportation on a later date, at Passenger's convenience, to the city of destination originally contracted.

In addition to the specified in subsections I and III. above, Airline will indemnify the affected Passenger with a compensation of no less than 25% (twenty-five percent) of the price paid for the Ticket or the proportional amount regarding the incomplete segment of the trip.

For flights originating in the United States of America, alternate transportation and/or compensation will be provided to Passengers in accordance with rules issued by the U.S. Department of Transportation.

## **Section 8. Fares**

In compliance with Mexico's Civil Aviation Law, fares are freely established by **Volaris**, and will be valid when such fares, as well as all applicable restrictions, are registered by the Mexican Ministry of Transportation and the Department of Transportation (the "DOT") for its entry in force, including any restrictions.

## **Section 9. Volaris information and advertising**

All text, images, data, graphics, brands and logos used on the Web site are property of **Volaris** or it is exclusively licensed to Volaris and are protected by the Mexican Intellectual Property Law and its Regulation, the Mexican Copyright Law and its Regulation and by international treaties on Industrial and Intellectual Property, therefore Passengers shall not use such content in any way.



## Section 10. Jurisdiction

Passenger, or a person who purchased a ticket for air transportation on behalf of a Passenger, may bring a claim against the Airline in any court having jurisdiction under the terms of the Montreal Convention.

Notwithstanding the above or any conflicts of law, passengers traveling solely between points in Mexico hereby irrevocably submit to the exclusive jurisdiction and law of the federal courts in Mexico City waiving the right to any territorial jurisdiction related to their present or future address.

The contents of this document belong to Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("Volaris") and its rights are protected by the applicable laws and treaties on Industrial and Intellectual Property.