



Passenger national 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 national 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 national 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, or any other charges that 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 national 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.

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. De los Passengers with special needs

Passengers requiring an oxygen tank, a wheelchair, pregnant women, infants, unaccompanied minors during their transportation, physically impaired persons or those with special needs who are able to travel, shall request the necessary services upon purchasing their Ticket.

In accordance with applicable laws, the Airline will inform of 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 120 (one-hundred and twenty) minutes before the scheduled flight departure time.

If the Passenger performs the check-in process at a location other than the Airport, if any, he/she shall do the check in 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 30 (thirty) 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.

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: money, jewelry, art pieces, securities, stocks, bonds, electronic devices such as radios, cell phones, computers and cameras among others; medication and treatments, perishables, liquids, 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 will not be responsible for the loss of any of the aforementioned items, which will not be considered as baggage, and are being carried without the knowledge or consent of **Volaris**.

If for any reason the Passenger's checked baggage does not arrive on the assigned conveyor with the rest of the flight's baggage before leaving the sterile area, the Passenger shall present a claim with the **Volaris** personnel in charge, who will provide him/her with a baggage claim form. 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 Mexico's Civil Aviation Law. For damages or loss of hand/carry-on baggage up to 40 (forty) minimum salaries. For damage or loss of checked baggage, up to 75



(seventy five) minimum salaries. All compensations will be calculated with the minimum salary valid in Mexico City when the damage or loss occurs.

Baggage delay: If Passenger's checked baggage does not arrive at the city of destination with said Passenger, upon Passenger's request, Airline will provide, for each day of delay, the amount of \$250.00 (two hundred and fifty pesos and 00/100) per day, for up to three days, meaning, Passenger will receive a maximum of \$750.00 (seven hundred and fifty pesos and 00/100) as compensation for checked baggage delay.

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, at Passenger's choice:

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



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.

Section 9. Volaris information and advertising

All information and advertising provided, communicated, or shown by *Volaris* on any media outlet including: fares, terms, conditions, policies, and service attributes, is professional, accurate, clear, verifiable, and easily identified by the *Volaris* brand.

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 hereby accepts that the competent authority to settle any controversy with **Volaris** is the Mexican Civil Aviation General Office (or the governmental authority that substitutes it), and therefore, any claim may be presented to the Airport's Command Office or directly to the Mexican Civil Aviation General Office. The Mexican Federal Consumers Bureau will have certain jurisdiction as established in the applicable legislation.

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

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