

. APPLICABLE CONDITIONS TO THE CONTRACT OF AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE

Indicative additional transport contract

[Annex complimentary shuttle contract for Brazil](#)

[Annex complimentary shuttle contract for Colombia](#)

1. Definitions

For the purpose of the present conditions it is understood what follows for each of the terms that are listed below:

1.1 "Ticket" or "Transportation Ticket", means the set of documents that verifies the entering in a contract of air transportations and baggage control and that are comprised by all or some of the following documents:

(i) the present Contract Conditions of Air Transportation; (ii) the provisions contained in the document named "Information of your Purchase" delivered by the company or details of the reservation delivered by any agent; (iii) the electronic ticket magnetically registered; (iv) the specific conditions applicable to the tariff paid by the passenger; (v) the Boarding Pass; and (vi) the communications and the contract tariffs that are registered with the aeronautical authorities in the countries where this is required.

1.2 "Transporter" or "Carrier", means the airline that carries or commits to transport the passenger and or his baggage in virtue of this contract or that performs any other service related to such air transportation.

1.3 "Warsaw Convention", means the Agreement for the Unification of some regulations related to the International Air Transportation of 1929 subscribed in Warsaw and the modifications introduced by the Hague Protocol of 1955 and the Montreal Protocols of 1975.

1.4 "Montreal Convention", means the Agreement for the Unification of some regulations for the International Air Transportation signed in Montreal, Canada, on May 18, 1999.

2. General rules of air transportation

2.1 The issue of Transportation Ticket verifies the entering in a contract and the acceptance of the conditions of the contract of air transportation subscribed between the passenger and the Carrier whose names appear in the Ticket. The Ticket issued in the name of the passenger is nominative, personal and non-transferable, and its issue can be made totally or partially by physical or electronic means.

2.2 The agreed upon layovers are those mentioned in the Transportation Ticket of those indicated in the itineraries of the Carrier as stopovers scheduled in the passenger's route. The transportation to be realized in virtue of this contract by several carriers, successively, will be considered as a single operation.

2.3 If the Carrier issues a Ticket for transportation in segments operated by another air carrier, the Carrier will be acting only as agent for the other carrier.

2.4 Any exemption or limitation of responsibility of the Carrier in virtue of current local or international regulations, will be applied and will be for benefit of the agents, employees and representatives of the Carrier and any other person or company whose aircraft is used by the Carrier to realize the transportation and the agents, employees or representatives of such person or company.

2.5 The Carrier reserves the unrestricted faculty to deny the transportation in any of the segments of the itinerary contracted by the passenger, if the contracted tariff has not been paid in total or in part, or if the mean of payment has been declined, revoked or made invalid or if the Ticket has been obtained infringing the law.

2.6 In the same manner, the Carrier will deny boarding to a passenger, or will arrange for its disembarkation, if it considers that the passenger could affect the safety of the flight or of the passengers. It will specially deny embarkation to any passenger that shows an attitude or behavior that on the ground and or onboard of the aircraft constitutes (i) an act contrary to the instructions issued by the crew of the aircraft or of any of the Carrier's employees; and or (ii) a conduct contrary to the reasonable behavior that should be maintained by a person or passenger; and or (iii) an infraction or offense that in the opinion of the Carrier could present a risk or danger to the safety of the aircraft or of the persons or goods in the same, or that endangers or compromises the onboard order and discipline; and or (iv) in general any attitude or behavior that in the opinion of the Carrier constitutes a refusal to comply with the instructions issued by the crew and or attitudes that could endanger or submit to risk the operation and or that perturb the order and discipline; and or (v) the showing or signs of having consumed alcoholic beverages in excess and or any psychotropic substances; and or (vi) the no-compliance with any applicable law or regulation or the non-acceptance of any requirement requested by the respective governmental authority.

2.7 In case of necessity (including but not limited to an unforeseen circumstance or "force majeure"), the Carrier can cancel the operation, be replaced by other carriers and or change the aircraft assigned to the operation and or change or omit stops indicated in the Ticket if necessary. The Carrier does not assume the responsibility of guaranteeing the connections contracted by a passenger with third parties.

2.8 According to European CE 2111/2005 Regulations dated 14.12.2005, the carrier or authorized travel agency is obliged to inform the passenger about the airline operating each flight if a change to the same occurs after their booking has been made. The carrier should inform the identity of the airline operating the flight as soon as possible. LAN complies with these obligations.

2.9 Any passenger that does not show up for check-in and or embarkation in the corresponding flight will lose his Ticket, or may revalidate it for another date, if allowed by the tariff paid in accordance to what is concerted in the Ticket. Any change of date, origin, destination itinerary of the Transportation Ticket, as well as the return of the amount paid for the same, is subject to the conditions and restrictions of the tariff contracted by the passenger. However, in case that the passenger does not make the trip and even if his/her tariff does not allow for the return of the Ticket, he/she may request from the Carrier the return of the Airport taxes that are reimbursable in accordance to the regulations or limitations of the respective country. In case that such taxes were not included in the amount paid (i.e. were paid directly to the airport), the passenger must request the reimbursement directly from the respective airport authority, subject to the limitations or regulations previously indicated.

2.10 The flights or segments that compose the itinerary should be flown in the indicated consecutive order. The Carrier, subject to the conditions provided in the applicable legislation, may deny embarkation to a

passenger that does not comply with the order of the itinerary previously referred to or if the passenger has not flown any one of the segments indicated in his Ticket. The passenger understands that if he/she does not fly any one of the segments indicated in the itinerary, this will be canceled in its entirety, without prior notice, and no reimbursement is due except under the conditions that the tariff of his/her ticket allows. As a way of an example and without this being limited to this specific case, if the passenger does not fly the first segment indicated in the itinerary (outgoing flight), he can not fly any other flight (a segment or a return flight).

2.11 It is strictly forbidden to smoke in the Carrier's aircrafts. The Carrier reserves the right to deny transportation to any passenger that is not willing to accept this condition.

2.12 The Ticket is valid for a year from the date of issue or until the date specifically indicated for the tariff purchased by the passenger. After such term, or any other lesser term indicated in the conditions of the tariff, the Ticket can not be used.

2.13 It is of the exclusive responsibility of the passenger to find out, obtain and comply with the travel requirements imposed by any authority and must present the identification and exit documents, transit, entry, visas and others required depending on the destination, and the Carrier will have no responsibility for the delays or denials of embarkation to the passenger associated or derived of the non-compliance of the passenger with this obligation. The Carrier will deny embarkation to those passengers that do not present the required documentation or whose identity does not correspond to the one indicated in the Boarding Pass, without ulterior responsibility for the Carrier. The Transporter will not be responsible for any information or help provided to a passenger by any agent, employee or representative of the airline or by third parties, in relation to the procurement of such documents and or the compliance with the applicable laws and regulations.

2.14 The flights operated by the Carrier between countries of the European Union (i.e. flights between Madrid, Spain and Frankfurt, Germany) are considered No-Schengen flights, (not inter-community) by the respective authorities of such countries, and therefore, the passengers from these flights will go through customs and passport control in each one of them, and must carry all the identification documents, visas, permits and authorizations required by the European Union countries. It is the obligation and responsibility of each passenger to find out the information regarding the necessary documentation. The Carrier will not be responsible for damages and losses brought about by the non-compliance with such obligation by the passengers. The same conditions apply to flights from and to Canada.

2.15 The passenger must be present at the embarkation counter or check-in, at the time indicated by the Carrier, and if no time has been set, with enough anticipation to comply with the departure formalities, this will be not less than 02 hours before the time set for the flight departure.

2.16 In case that in a flight there are more confirmed passengers than available spaces, as long as the check-in has taken place within the minimum time required, the Carrier will ask for volunteers to give up their confirmed seat in lieu of a stipulated compensation. If there are not enough volunteers and boarding has to be denied to passengers against their will, these passengers will have the right to the compensations established in the applicable legislation.

2.17 The Carrier commits to make every possible effort to transport the passenger and his/her baggage with reasonable punctuality. The times indicated in the Transportation Ticket or in any other publication are not guaranteed as far as their observance since there can be reasons of occurrences of "force majeure" safety

or other extraordinary circumstances. The Carrier will adopt all possible reasonable measures to avoid delays in the transportation of the passengers and luggage. The Carrier does not assume responsibility to guarantee the connections, for reasons beyond his control.

2.18 In some cases the Carrier, may require prior notification for travel of some passengers with disabilities or illness (e.g. if they require a stretcher, oxygen, etc.), or with necessity to be transported with an assistance and or emotional support animal. Passengers should obtain information with the necessary anticipation about the requirements or special conditions to the transportation that must be complied with and coordinated before the acceptance of such passengers for their embarkation (e.g. transportation of an unaccompanied minor, infant, etc.), releasing the Carrier of any responsibility in case that the Carrier denies the embarkation for not having complied with the current norms and or policies of the company about this matter.

3. Regulations for baggage transportation

3.1 In compliance with international and local regulations the Carrier will deny the transportation, as baggage (carry-on or checked-in), of those articles and dangerous substances that could constitute a risk to the health, flight or property, such as:

Gases (compressed, liquefied, in solution or intensively refrigerated), including aerosols that are flammable, toxic or innocuous such as butane, oxygen, liquid nitrogen, aerosols containing paralyzing gases, refill tubes for liquid gas lighters, etc.

Corrosives, solids or liquids, such as: acids, alkaline substances, mercury, liquid electrolyte batteries, etc.

Explosives such as munitions, fireworks and flares, briefcases with alarm devices, percussion caps for toy guns, etc.

Flammable liquids, such as fuels, paints, solvents, etc.

Radioactive materials of any category.

Oxidizers and organic peroxides, such as: bleachers, fertilizers, etc.

Toxic and infectious substances such as: insecticides, pesticides, biological products containing pathogenic germs, etc.

Flammable solids such as matches.

Arms, considered as such all elements or objects that are made for or can be used, for attack or defense, such as: firearms, side arms, gases, element of electric shock, edged weapons, gases, pointed, with sharp edge, blunt, amongst which can be included clubs, axes and canes or rods with a weight in the inside or in the form of a spike.

3.2 With the purpose to see to the safety of the flight and to comply with the current regulations, the Carrier and the security personnel at the airport, can retrieve the articles and dangerous substances transported by the Passenger or in its carry-on baggage with the purpose to make them available to the corresponding local authorities in accordance with the local regulations in this respect.

3.3 There is a limit amount to the quantity that passengers can transport of medical and toiletry articles. Before including them in his baggage the passenger should obtain the pertinent information from the Carrier.

3.4 Some of the articles previously mentioned, can be transported by air under some special circumstances, under an airway bill and under an air cargo tariff, for which the passenger must previously consult with the Carrier.

3.5 Only the personal effects necessary for the trip will be considered as Baggage.

3.6 The passenger can not check-in the baggage to be transported in any other flight than the one he/she is going to board.

3.7 The Carrier will not check-in the baggage to a destination other than the one that appears in the passenger's Ticket.

3.8 The passenger must comply with the maximum weight and size allowed for the baggage indicated at www.lan.com and in the Information of your Purchase document referred to in number 1.1. above. The baggage allowance and the payments or overcharges for excess baggage should be obtained directly from the airline or at www.lan.com.

3.9 The allowed baggage, may vary depending on the conditions of the tariff, cabin and route and will be expressed in pieces. The Carriers reserves the right to change such allowances and the size of the baggage. The conditions and the contractual tariffs are registered with the corresponding aeronautical authorities.

3.10 As a precaution and for safety, only one piece of baggage is allowed in the cabin, with dimensions and weight that allow them to be placed in the overhead compartments of the airplane or under the seat. The passenger must follow these regulations of maximum weight and dimensions and of maximum baggage allowed that are indicated at www.lan.com and in the Information of your Purchase document referred to in the number 1.1. above.

3.11 The checked-in luggage will be delivered to the bearer of the baggage ticket. In case of damage to the baggage during transportation, a written claim must be made immediately following the discovery of the damage and at the latest within the 7 days following the date of receipt of the baggage or in the lesser time indicated in the applicable regulations for domestic flights. In case of delay, the claim must be made within the 21 days following the delivery date of the baggage or in the lesser time indicated in the regulations applicable for domestic flights. For the purposes of the prior paragraph, "delay" will be understood as any lateness in the receipt of the baggage that has been caused by direct responsibility of the Carrier.

The Carrier has determined that smoking shall not be permitted on any of its flights.

4. Limits of responsibility

4.1 If the passenger's trip originates and ends within a same country, the transportation service and the responsibility limits will be regulated by the applicable legislation within that country. In the case of international trips, the Warsaw Convention or the Montreal Convention or any other applicable international

norm will apply, as it corresponds. These conventions and regulations will control, when it corresponds, the limits and responsibility of the Carrier for death or personal injuries to the passenger and for the loss, delay or damage to the baggage.

4.2 The Carrier declares that for all transportations regulated by the Warsaw Convention, it will not invoke the civil responsibility limits prescribed in its article 22(1), in the claims for compensatory damages arising from death or personal injury. In this type of claims the Carrier will not make use of the defenses of article 20(1) of the Warsaw Convention, with respect to those claims that do not exceed 100.000 SDR. Except as provided herewith, the Carrier may avail itself of the remainder of the defenses provided by the Warsaw Convention and of the recourses against third parties that are appropriate.

4.3 With respect to articles of high commercial value and electronic articles, the passenger must transport those as carry-on luggage, so that they may always maintain custody of the same, since the Carrier will only be responsible for up to the limit established in the law and or applicable international conventions in case they are transported as checked-in baggage.

4.4 The responsibility of the Carrier in case of death or bodily injuries to the passenger and or due to loss, delay or damage to the baggage in case of transportation within two points of the same country, is limited by the laws and applicable legislation of the corresponding country. In the same manner the responsibility of the Carrier in case of death or bodily injury to the passenger and or due to loss, delay or damage to the baggage in the case of international flights, is limited by the international agreements related to international air transportation, whether by the Warsaw convention or the Montreal Convention as applicable.

These conditions only apply and regulate the Carrier's routes. No agent, employee or representative for the Carrier has the authority to change or waive any disposition of these conditions.

Airline responsibility regarding passengers and their luggage

This article summarises the norms relating to EU airline responsibilities, in conformity with EU legislation and the Montreal Convention.

Damages in case of death or injury

No upper financial limit applies in case of passenger injury or death. The airline cannot contest damages up to 113,100 SDR (or the approximate value in local currency). Above said amount, the airline can only contest the damages claimed when they can prove that they were not negligent or in any way to blame.

Advances

When a passenger is injured or dies and within fifteen days of this person being identified, the airline must provide an advance to cover immediate financial needs. In the case of death, this advance cannot be less than 16,000 SDR (or the approximate value in local currency).

Passenger delays

If the passenger is delayed, the airline is responsible for damages only when it has not taken all reasonable measures to avoid such a situation or it has been impossible for them to take such measures. Responsibility for passenger delays is limited to 4,694 SDR (or the approximate amount in local currency).

Delayed luggage

In the case of delayed luggage, the airline is responsible for damages only when it has not taken all reasonable measures to avoid such a situation or it has been impossible for them to take such measures. Responsibility for delayed luggage is limited to 1,131 SDR (or the approximate amount in local currency).

Destroyed, lost or damaged luggage

The airline is responsible for destroyed, lost or damaged luggage up to a value of 1,131 DEG (or the approximate amount in local currency). In the case of checked luggage, the airline is held responsible even when it is not their fault, except for when the luggage was already damaged. In the case of luggage that has not been checked-in, the airline is only responsible for damage for which they are to blame.

Higher luggage limits

The passenger can access a higher luggage limit by making a special declaration, at the very latest when checking-in and by paying a supplement.

Luggage-related complaints

If their checked luggage has been damaged, delayed, lost or destroyed, the passenger must advise the airline in writing as soon as possible. If their damaged luggage was checked-in, the passenger should indicate this in writing within seven days of the day in which the luggage was made available to them and, in the case of delayed luggage, within twenty-one days of it being made available to them.

Responsibility of the company with which you purchased the service and of the company who actually provided it

If the airline operating the flight is not the same as the one you booked through, you can register a complaint with either one of them. If an airline name or code appears in the ticket, this is the one you booked through.

Deadline for registering a complaint

If the passenger decides to take legal action, this should occur within two years of the aircraft's arrival or of the day in which the aircraft should have arrived.

Basis for this information

The previously described norms are based on the Montreal Convention of May 28th, 1999, developed by the EU through (EU) Regulation N° 2027/97 [modified by (EU) Regulation N° 889/2002] and by the national legislation of member states.