



ExpressJet Airlines is one of the world's largest operators of regional jet aircraft, offering both scheduled and charter services. Please read the information below prior to your scheduled charter. If you have any questions please call us 877-958-CORP (2677). Thank you and enjoy your trip!

Notice of Baggage Liability Limitations

For international travel (including domestic portions of international journeys) where the Montreal Convention applies, liability for destruction, loss, damage or delay to checked or unchecked baggage is limited to the sum of 1,000 Special Drawing Rights for each passenger unless a higher value is declared in advance and additional charges are paid. For international travel (including domestic portions of international journeys) where the Warsaw Convention applies, liability for loss, delay or damage to checked baggage is limited to approximately \$9.07 per pound unless a higher value is declared in advance and additional charges are paid. Liability for unchecked baggage under the Warsaw Convention is limited to \$400 per passenger. Excess valuation may not be declared on certain types of valuable articles. Carriers may not assume liability for fragile or perishable articles. Further information may be obtained from the carrier.

For travel wholly between U.S. points, federal rules require any limit on an airline's baggage liability to be at least \$3,000 per passenger (which is ExpressJet's limit). No action shall be maintained for any loss or damage to or delay of checked baggage not in possession of any passenger unless notice thereof is given in writing to ExpressJet within two (2) days after the date of the incident from which the action arose and unless legal action commences within one (1) year after the date of such incident. Notice of missing Baggage must be given to ExpressJet or a representative designated by ExpressJet for the Charter Flight within four (4) hours after arrival of the Charter Flight. If notice is not given in accordance with these provisions, or legal action is not commenced within the time period identified above, all such claims shall be considered waived. Carrier assumes responsibility only for those claims arising from the transportation of baggage over its own routes under its direct control, and not caused by passengers or by agents of. All claims are subject to proof of value and loss.

Advice to International Passengers on Carrier Liability

Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

NOTICE OF INCORPORATED TERMS

Air transportation to be provided between points in the U.S. (including its overseas territories and possessions) is subject to the individual terms of the transporting air carriers, which are herein incorporated by reference and made part of the conditions of contract. Air transportation, whether it is domestic or international, is subject to the ExpressJet Contract of Carriage, which is hereby incorporated by reference. **Additional and/or different terms may apply based on the contract between ExpressJet and the company from whom you are receiving this charter transportation.** Other carriers on which you are ticketed may have different conditions of carriage. Foreign air transportation (including domestic U.S. portions of International journeys) is governed by applicable tariffs on file with the U.S. and other governments. Incorporated terms may include but are not restricted to:

1. Limits on liability for personal injury or death.



2. Limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation coverage.
3. Claims restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier.
4. Rights of the air carrier to change terms of the contract.
5. Rules on reconfirmation of reservations, check-in times and refusal to carry.
6. Rights of the air carrier and limits on liability for delay or failure to perform services, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. The full text of the ExpressJet Contract of Carriage is also available on the carrier's website at www.expressjet.com or will be sent to you free of charge upon written request to: 700 N. Sam Houston Parkway West, Suite 200, Houston, TX 77067. You also have the right, upon request, to receive free of charge the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold.

CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATIONS.

Certain items are prohibited from carry-on luggage for the overall security of air travelers. Prohibited items obviously include weapons, explosives, and incendiaries, but also items that are seemingly harmless and may be used as weapons like hammers, bats, or mace. For a list of prohibited items go to the Transportation Security Information web site at <http://www.tsa.gov/travelers/airtravel/prohibited/permittedprohibited-items.shtm>

WHAT'S IN YOUR BAGGAGE

Some items are allowed while others are not. Many common items used everyday in the home or workplace may seem harmless, however, when transported by air, they can be very dangerous. In flight, variations in temperature and pressure or vibrations can cause items to leak, generate toxic fumes or start a fire. For your safety, as well as the safety of your fellow passengers, you must declare to the airlines, any hazardous materials you may have brought on board with you. Violators of the Federal Hazardous Materials Regulations (49CFR Parts 171-180) may be subject to civil penalties up to \$32,500 for each violation and, in appropriate cases, criminal penalties up to \$500,000 and/or imprisonment of up to 5 years. Some common examples of hazardous materials are:

EXPLOSIVES: Fireworks, ammunition

POISONS: Pesticides

OXIDIZERS: Bleach

COMPRESSED GASSES: Oxygen and Spray Starch

FLAMMABLE LIQUIDS and SOLIDS: Paint, gasoline, matches.

CORROSIVES: Mercury thermometers, acids

ORGANIC PEROXIDES: Peroxide

RADIOACTIVE MATERIAL: Radioactive Medicines

INFECTIOUS SUBSTANCES: Viruses, vaccines

OTHER REGULATED MATERIAL: Dry ice

