

SUPPLEMENTARY CONDITIONS OF CARRIAGE FOR WIZZ AIR UKRAINE AIRLINES LLC

These Supplementary Conditions for EU Flights apply to all flights operated by Wizz Air that depart from an airport located within the territory of the European Union or such other flights that fall under the scope of Regulation (EC) No. 261/2004 of the European Parliament and Council (“Regulation”). Terms not defined herein have the same meaning as set out in the General Conditions of Carriage of Wizz Air Ukraine Airlines LLC. All aspects not specifically addressed by these Supplementary Conditions shall be subject to the General Conditions of Carriage of Wizz Air Ukraine Airlines LLC.

In case of any inconsistencies regarding the interpretation and application of provisions hereof, the Ukrainian text will prevail.

1. DELAYS, CANCELLATIONS, DENIED BOARDING, DIVERSIONS

1.1. Delays

1.1.1. When Wizz Air reasonably expects a flight to be delayed beyond its scheduled time of departure as indicated in the Itinerary (including changes under paragraph 15.1 of the General Conditions of Carriage):

- (a) for two hours or more in the case of flights of 1500 kilometres or less; or
- (b) for three hours or more in the case of all flights within the European Union of more than 1500 kilometres and of all other flights between 1500 and 3500 kilometres; or
- (c) for four hours or more in the case of all flights not falling under (a) or (b),

Wizz Air will offer:

- (i) the assistance specified in paragraphs 1.4.1(a) and 1.4.2 below; and
- (ii) when the reasonably expected day of departure is at least the day after the time of departure previously announced, the assistance specified in paragraphs 1.4.1(b) and (c); and
- (iii) when the delay is at least five hours, the assistance specified in accordance with paragraph 1.6.1. (a) hereof.

1.2. Cancellations

1.2.1. In case of cancellation of your flight, You shall:

- (a) be offered assistance by Wizz Air in accordance with paragraph 1.6 hereof; and
- (b) be offered assistance by Wizz Air in accordance with paragraphs 1.4.1(a) and 1.4.2 as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in paragraphs 1.4.1(b) and (c); and
- (c) have the right to compensation by Wizz Air in accordance with paragraph 1.3 below, unless:

(i) you were informed of the cancellation at least two weeks before the scheduled time of departure; or

(ii) you were informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or

(iii) you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival.

1.2.2. In case of the cancellation, we will provide explanation concerning possible alternative transportation.

1.2.3. Wizz Air is not liable for any loss or damage or compensation if we could not notify you in advance because you were not reachable on the telephone numbers provided in your reservation.

1.3. Right to compensation

1.3.1. When applicable in the case of cancellation of a flight in accordance with paragraph 1.2, you will be entitled to receive compensation amounting to:

- (a) EUR 250 for all flights of 1500 kilometres or less;
- (b) EUR 400 for all flights within the European Union of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres;
- (c) EUR 600 for all flights not falling under (a) or (b).

In determining the distance, the basis shall be the last destination at which the cancellation or the denied boarding will delay your arrival after the scheduled time.

1.3.2. When you are offered re-routing to your final destination on an alternative flight pursuant to paragraph 1.6 hereof the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

- (a) by two hours, in respect of all flights of 1500 kilometres or less; or
- (b) by three hours, in respect of all flights within the European Union of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or
- (c) by four hours, in respect of all flights not falling under (a) or (b),

Wizz Air may reduce the compensation provided for in paragraph 1.3.1 by 50 %.

1.3.3. Wizz Air shall not be obliged to pay compensation, if it can prove that the cancellation is caused by Force Majeure.

1.3.4. The compensation referred to in paragraphs 1.3.1 and 1.3.2. shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with your agreement, in travel vouchers and/or other services.

1.3.5. The distances given in paragraphs 1.1.1, 1.3.1 and 1.3.2 shall be

measured by the great circle route method.

1.4. Right to care

1.4.1. Where reference is made to this paragraph, Wizz Air shall offer to passengers free of charge:

(a) meals and refreshments in a reasonable relation to the waiting time during the time period of the delay;;

(b) arranging hotel accommodation or to refund the costs of hotel accommodation in cases

- where a stay of one or more nights becomes necessary, or

- where a stay in the Place of Departure additional to that intended by the Passenger becomes necessary;

(c) arranging transport or to refund the costs of transport between the airport and place of accommodation specified in paragraph 1.4.1. (b) (hotel or other).

The Passenger shall only be entitled to claim the care under paragraph 1.4.1.

(a) during the waiting period caused by the delay.

1.4.2. Wizz Air shall refund costs for assistance specified in paragraphs 1.4.1. b) and c) to the Passenger affected by the delay or cancellation up to a reasonable amount, as supported invoice(s). In addition, Passengers shall be offered two telephone calls, telex or fax messages, or e-mails or the refund of the costs of such communications.

1.4.3. We will not provide the service specified in paragraph 1.4.1. if it would cause further delay of the flight.

1.5. Alternative Carriage

1.5.1. Wizz Air may carry you by an alternative means of carriage than carriage by air in cases where paragraph 1.6.1. hereof applies.

1.5.2 If you agreed to an alternative carriage (as set out in paragraphs 1.6.1. b) and c) hereof) in an express or implied manner, you shall not be entitled to a refund of the Fare.

1.5.3. Wizz Air does not operate connecting flights. You are liable for any other flight you or your baggage may miss.

1.6. Refunds and re-routing for reason outside the passenger's control

1.6.1. Where reference is made to this paragraph, Wizz Air shall offer you the choice between:

(a) - reimbursement within seven days, in cash, by electronic bank transfer, bank orders or bank cheques or, with your agreement, in travel vouchers and/or other services, of the Total Fare at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant, (i.e. in case of Connecting Flights),

- a return flight operated by Wizz Air or another low-cost airline on the

same route to the first point of departure, at the earliest opportunity;

(b) re-routing to a flight operated by Wizz Air or another low-cost airline on the same route , to your final destination at the earliest opportunity; or

(c) re-routing to a flight operated by Wizz Air or another low-cost airline on the same route to your final destination at a later date at your convenience, subject to availability of seats.

Paragraph 1.6.1 shall be interpreted together with paragraph 1.5 hereof.

1.6.2 When, in the case where a town, city or region is served by several airports, we offer you a flight to an airport alternative to that for which the booking was made, we will bear the cost of transferring you from that alternative airport either to that for which the booking was made, or to another close-by destination agreed with you.

1.6.3. If we are unable to depart from the Place of Departure or to land at the Place of Destination or at the agreed stopping place, and the aircraft is diverted to another airport (hereinafter referred to as "diversion"), unless it continues to the original destination, we will arrange transportation for you to the original destination as set out in your Itinerary, either by our own services or by any other means of transportation, and we have no other liability to you.

1.6.4. Except as otherwise provided in the foregoing paragraphs of these Supplementary Conditions, we shall not have further liability for any amendments of the contract of carriage due to Force Majeure. To the extent permitted by the relevant laws and General Conditions of Carriage, we disclaim liability for any damage or loss caused by Force Majeure.

1.7. Enforcement of your rights

Should we fail to comply with the foregoing paragraphs of the present Article, you are entitled to submit a claim to the competent national enforcement bodies, a list of which is available on our Website.

1.8. Right to information

In the case we deny your boarding (other than for justified reasons set out herein) or cancel your flight we will provide you (at the airport) with written information setting out the rules for compensation and assistance. If you are affected by a delay of at least two hours we will also provide you with relevant written information. The contact details of the national designated body referred to in the Regulation shall also be made available to you.