

## **PASSENGER TERMS OF CARRIAGE**

This Passenger Terms of Carriage is provided to you by Hillwood Airways, LLC (“HWA”), the direct air carrier that will be operating the aircraft for your flight(s). **EACH PASSENGER MUST READ THIS PASSENGER TERMS OF CARRIAGE CAREFULLY.** This is part of the Contract of Carriage between HWA and you. **By accepting transportation on a flight, you will be deemed to have accepted and be bound by this Passenger Terms of Carriage for you and any person under the age of 18 traveling with you, and failure to comply shall constitute a material breach of this Passenger Terms of Carriage.**

You are a passenger of either: (1) a company that has chartered the aircraft directly from HWA; or (2) a company that has chartered the aircraft from an air charter broker or public charter operator who has chartered the aircraft directly from HWA (such applicable company hereinafter referred to as “*Your Charterer*.”)

### **GENERAL:**

1. This Passenger Terms of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies. If a conflict exists between this Passenger Terms of Carriage and such laws, regulations, rules, security directives, or their corresponding effects on HWA’s operations, the latter will prevail.
2. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, HWA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, COMPENSATORY, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS PASSENGER TERMS OF CARRIAGE.**
3. The invalidity or unenforceability of any provision of this Passenger Terms of Carriage will not affect the validity or enforceability of any other provision of this Passenger Terms of Carriage.
4. You agree that you will notify HWA of any dispute or claim arising out of or related to the air transportation covered by this Passenger Terms of Carriage by submitting your dispute or claim to HWA at Hillwood Airways, LLC, 13537 Heritage Parkway, Fort Worth, TX 76177 and allowing HWA at least 60 days thereafter to investigate and respond to your claim or dispute.

**OPERATIONAL CONTROL:**

1. ***Exclusive Control and Performance.*** HWA has the exclusive authority to exercise operational control over initiating, conducting, and terminating all flights and has the exclusive right to exercise direction and control over the aircraft, its crew, and the passengers, as well as loading, securing, and unloading all checked baggage and cargo. In some instances, Your Charterer, rather than HWA, may have responsibility for loading and unloading passengers or baggage on and off the aircraft.
  
2. ***Flight Route(s).*** HWA is not obligated to conduct flights over any particular route(s) and will, in its sole and absolute discretion, select the route(s) to be flown and deviate therefrom for safety or operational reasons. HWA does not guarantee any speed, route, departure, arrival time, or date. HWA may make flight route diversions and interim stops for fuel, supplies, repairs, or other reasons deemed necessary or appropriate by HWA or the crew and may take whatever action HWA or the crew, in its or their sole and absolute discretion, deems necessary for the safety and protection of the passengers, the crew, or the aircraft. **Such reasons include, without limitation, any behavior or act of a passenger or non-compliance by a passenger with any provision of this Passenger Terms of Carriage.**
  
3. ***Cancellation of Flight(s) by HWA.*** HWA may cancel any flight(s):
  - (a) If HWA determines, in its sole and absolute discretion, that the transportation would be unsafe or in violation of any applicable law;
  - (b) If government approvals regarding the flight and airport operations are not timely issued;
  - (c) Due to an event of Force Majeure<sup>1</sup>;
  - (d) **As permitted by the charter contract between HWA and Your Charterer, including, but not limited to, the failure of Your Charterer to comply with that charter contract;** or
  - (e) If the conduct or actions of any passenger do not comply with this Passenger Terms of Carriage.

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<sup>1</sup> “Force Majeure” means an event or cause beyond HWA’s control, including but not limited to, a strike, lock-out, or any other labor-related dispute/event involving or affecting HWA’s service; armed conflict, civil commotion, riot, war, or warlike operations or hostility whether actual, threatened, or reported; terrorism; blockade or embargo; an act or omission of governmental authorities or civil aviation authorities; acts of God; rain, wind, fire, flood, fog, earthquake, frost, ice, storm, or other meteorological condition; epidemic, pandemic, quarantine, public health emergency; hijacking; U.S. military or airlift emergency or expanded U.S. military or airlift requirements as determined by the U.S. Government which results in unavailability of the Aircraft; activation of the U.S. Civil Reserve Air Fleet by governmental authorities; breakdown, mechanical difficulty, maintenance, or repair of the aircraft or damage or delay caused by machinery, equipment, or apparatus utilized in connection with the use or servicing of the aircraft (excluding to the extent such results from HWA’s failure to maintain the aircraft in accordance with HWA’s FAA-approved maintenance program); accident or incident to or involving the aircraft; air traffic control delay or similar delay; sickness of a crewmember; if the safety of the crew and/or passengers and/or property is in jeopardy; unavailability of appropriate crew due to an event or cause beyond HWA’s control; or any consequence of any such event or circumstance.

**GOVERNMENT REGULATIONS AND ID REQUIREMENTS:**

1. **Requirements.** To fly on an HWA aircraft, you must:
  - (a) Present a valid government-issued photo ID.
  - (b) Submit to a security check and screening by the U.S. Transportation Security Administration (“TSA”), its approved delegate, or other applicable governmental authority.
  - (c) Have a valid passport<sup>2</sup>, visa, and any other required documents enabling you to comply with applicable laws regarding entry into destination countries, including, but not limited to, proof of required vaccinations if traveling internationally.
2. **Real ID.** By May 7, 2025, in order for a passenger to board the aircraft for a U.S. domestic flight using a driver’s license for identification, the driver’s license must include either a REAL ID compliant star or be an enhanced driver’s license issued by Washington, Michigan, Minnesota, New York, or Vermont. A current passport may be used for identification for U.S. domestic flights and must be used for identification for international flights.
3. **Limitation of Liability.** YOU ARE RESPONSIBLE FOR ANY PAYMENTS ASSOCIATED WITH CUSTOMS AND IMMIGRATION FEES, FINES, ASSESSMENTS, OR ANY OTHER CHARGES OF A LIKE NATURE RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS PASSENGER TERMS OF CARRIAGE OR APPLICABLE GOVERNMENTAL AUTHORITY. HWA IS NOT LIABLE WHATSOEVER FOR YOUR FAILURE TO HAVE IN YOUR POSSESSION OR PROVIDE TO HWA OR ANY GOVERNMENTAL AUTHORITY THE ITEMS REQUIRED BY APPLICABLE LAW OR OTHER GOVERNMENTAL AUTHORITY.

**BAGGAGE:**

1. **Lithium Batteries.** Lithium batteries can create hazardous conditions by catching fire when brought on board an aircraft. YOU MUST NOT CREATE THAT DANGER.
  - (a) Devices containing lithium batteries (such as laptops, tablets, smartphones, smartbags, and cameras) must be kept in carry-on baggage only, except luggage tracking devices powered by lithium metal cells that have 0.3 grams or less of lithium (such as Apple AirTags) may be allowed in or on checked baggage.
  - (b) Loose (uninstalled) lithium batteries, e-cigarettes, and vaping devices are prohibited in checked baggage and must be kept in carry-on baggage.

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<sup>2</sup> For international travel, you must have a valid passport expiring no earlier than six months after your scheduled return date to the United States of America.

- (c) “Smart” luggage containing lithium batteries may be checked for carriage only if the batteries are removed, carried in the cabin, and protected by taping over exposed terminals and placed in separate plastic bags.
  - (d) Lithium batteries that are removed from a device must be kept with the passenger in carry-on baggage in the aircraft cabin and protected by unopened manufacturer’s packaging or covered with tape and placed in separate plastic bags.
  - (e) Damaged lithium batteries are prohibited from carriage on the aircraft.
2. ***Conditions of Acceptance.*** HWA will accept as baggage (whether checked or carry-on) only such articles, effects, and other personal property of which HWA has notice that HWA determines, in its sole and absolute discretion, will not compromise the safety of the flight and which can be transported in accordance with applicable law, including, but not limited to, rules and regulations of the U.S. Federal Aviation Administration (the “*FAA*”). HWA may refuse to carry baggage or property for transportation on any flight other than the one on which you are to be transported. HWA may refuse to transport any baggage that HWA determines, in its sole and absolute discretion, cannot be handled in the manner baggage loading is regularly handled by HWA, is not properly packaged, or if its weight, size, or character renders it unsuitable for transportation. All baggage is subject to inspection by the TSA and HWA. **You are responsible for all duties, fees, and charges related to your baggage.**
3. ***Limitations of Liability for Personal Property and Baggage (Domestic Travel).***
- (a) SUBJECT TO APPLICABLE LAW, HWA’S LIABILITY (IF ANY) FOR PROVABLE DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE DISAPPEARANCE, LOSS, DAMAGE, OR DELAY IN DELIVERY OF YOUR CHECKED OR CARRY-ON BAGGAGE AND/OR ITS CONTENTS, WITH THE EXCEPTION OF WHEELCHAIRS, MOBILITY AIDS, AND ASSISTIVE DEVICES USED BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, IS LIMITED TO THE PROVEN AMOUNT OF DIRECT OR CONSEQUENTIAL DAMAGES, BUT IN NO EVENT WILL EXCEED \$3,800.00 (as such may be revised by the U.S. Department of Transportation (“*DOT*”)) PER PASSENGER. Actual value for reimbursement of lost or damaged property will be based on the documented original purchase price less depreciation for prior usage. HWA does not assume liability for claims of missing or damaged contents if your checked baggage is not damaged, delayed, or lost.

- (b) HWA DOES NOT ASSUME, HAS NO LIABILITY FOR, AND WILL NOT COVER ANY OF THE FOLLOWING ITEMS CONTAINED IN CHECKED OR CARRY-ON BAGGAGE, REGARDLESS OF WHETHER HWA KNEW OR SHOULD HAVE KNOWN OF THE PRESENCE OF ANY SUCH ITEMS: antiques or artifacts; artwork; books or documents; china or other dishware or silverware; computers, software, or other electronic equipment (and batteries); fragile items; furs; heirlooms; keys; liquids; money; coins or bullion; orthotics or surgical supports; perishable items; photographic, video, or optical equipment; precious metals, stones, or jewelry (including, without limitation, time pieces); securities or negotiable papers; samples, unique, or irreplaceable items; or any other similar valuable items. Items such as musical instruments and recreational or sports items not packed in a hard-sided case will be treated as fragile items, except that a sports team's official team equipment may be packed in soft-cover containers or bags.
- (c) SUBJECT TO PARAGRAPH 3(a) OF THIS BAGGAGE SECTION, HWA HAS NO LIABILITY WHATSOEVER FOR ANY OF YOUR BAGGAGE OR OTHER PERSONAL PROPERTY: (i) carried on or checked on the aircraft in violation of this Passenger Terms of Carriage; (ii) outside of HWA's possession, including but not limited to, baggage or personal property in the possession of or managed by Your Charterer, airport terminal operations, fixed base operators, transportation companies, shipping companies, hotels, or inns; (iii) delivered to HWA in a damaged condition; (iv) resulting from your packing; (v) damaged, lost, or delayed due to a security search by or on behalf of any governmental authorities; or (f) misdirected or failed delivery by Your Charterer, an airport terminal, a fixed base operator, a transportation company, a shipping company, a hotel, or an inn.
- (d) IN ADDITION, SUBJECT TO PARAGRAPH 3(a) OF THIS BAGGAGE SECTION, HWA HAS NO LIABILITY WHATSOEVER FOR ANY ITEMS CARRIED IN THE PASSENGER CABIN, EXCEPT TO THE EXTENT OF DAMAGE CAUSED BY THE NEGLIGENCE OF THE CABIN CREW PROVIDED THAT SUCH DAMAGED ITEM IS NOT A PROHIBITED ITEM UNDER THIS PASSENGER TERMS OF CARRIAGE AND IS NOT AN ITEM LISTED UNDER PARAGRAPH 3(b) OF THIS BAGGAGE SECTION.
4. **Identification.** HWA may refuse to accept for transportation any baggage that does not bear a tag, label, or other device acceptable to HWA in its sole and absolute discretion, with your name, address, and telephone number.
5. **Storage of Carry-on Baggage.** All carry-on baggage or personal items must be properly stored on the aircraft in accordance with all applicable regulations of the FAA and requirements of the crew.

6. **Prohibited Items.** Hazardous materials, firearms, and ammunition are prohibited from carriage on the aircraft unless specifically approved in writing by HWA. Examples of hazardous materials include, without limitation, lithium batteries (other than those carried by passengers in strict compliance with Paragraph 1 of this Baggage Section), e-cigarettes, explosives, fireworks, aerosol sprays, flammables, oxidizers, toxins, radioactives, and corrosives. **Carriage of prohibited items may result in fines or, in certain cases, imprisonment.** Additional information regarding prohibited items can be found at <https://www.faa.gov/hazmat/packsafe>.

### **PETS AND SERVICE ANIMALS:**

1. **Pets.** “Pets” are animals other than Service Animals defined in Section 2 below. Pets may be carried in the passenger cabin or in the cargo area of the aircraft only with HWA’s approval in its sole and absolute discretion and subject to requirements imposed by HWA in its sole and absolute discretion.
  - (a) Snakes, other reptiles, ferrets, rodents, and spiders are not permitted in the passenger cabin or in the cargo area of the aircraft. HWA, in its sole and absolute discretion, may impose requirements regarding the carriage of certain types of Pets, including but not limited to, your control of the animal (e.g., on a leash or harness or in a kennel), restricted seating for you, and placement of your Pet or its kennel/container. Any passenger carrying a Pet in the passenger cabin must maintain control of the Pet at all times, including while onboard, at the boarding and deplaning locations, and while boarding and deplaning.
  - (b) HWA retains the right, in its sole and absolute discretion, to refuse to transport any Pet that exhibits aggressive behavior or any other characteristics that HWA determines to be incompatible with air travel at the airport, in the boarding area, or onboard the aircraft. By traveling with a Pet in the passenger cabin, the passenger certifies that the animal is harmless and inoffensive. HWA ASSUMES NO LIABILITY FOR THE HEALTH OR WELL-BEING OF PETS. HWA ASSUMES NO LIABILITY FOR, AND THE PASSENGER WHO CARRIES A PET ON THE AIRCRAFT WILL BE RESPONSIBLE FOR, PROPERTY DAMAGE, BODILY OR PERSONAL INJURY, OR OTHER HARM CAUSED BY THAT PASSENGER’S PET.
2. **Service Animals.** A “Service Animal” means a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training are not Service Animals and will be considered Pets under Section 1.

- (a)** HWA may rely on one or more of the following factors to determine if a dog qualifies as a Service Animal that must be accepted for transport on the aircraft:

  - (i) Inquire if the dog is required to accompany the passenger because of a disability, and what work or task the dog has been trained to perform;
  - (ii) Observe the dog’s behavior; and
  - (iii) Look for physical indicators, such as a harness or vest on the dog.
  
- (b)** HWA may deny transport of a Service Animal under certain circumstances as provided in federal law or other applicable law, including if HWA determines that:

  - (i) The animal poses a direct threat to the health or safety of others;
  - (ii) The animal causes a significant disruption in the cabin or at an airport hangar/gate or area, or its behavior on the aircraft or at an airport hangar/gate area indicates that it has not been trained to behave properly in public; or
  - (iii) The animal’s carriage would violate applicable safety or health requirements of any U.S. federal agency, U.S. territory, or foreign government.
  
- (c)** HWA may require a Service Animal to be harnessed, leashed, or otherwise tethered and kept under control by the Service Animal handler while in the hangar or airport or on the aircraft.
  
- (c)** A passenger with a disability traveling with a Service Animal assumes full responsibility for compliance with all governmental laws and regulations, including but not limited to, health certificates, permits, and vaccinations required by the country, state, or territory from and/or to which the Service Animal is being transported. HWA IS NOT LIABLE FOR ANY ASSISTANCE OR INFORMATION PROVIDED BY HWA TO ANY PASSENGER WITH A DISABILITY RELATING TO COMPLIANCE WITH SUCH LAWS AND REGULATIONS. Subject to applicable laws and regulations, a passenger with a disability traveling with a Service Animal is solely responsible for any costs incurred or any consequences resulting from his or her failure to comply with applicable laws and regulations. HWA ASSUMES NO LIABILITY FOR, AND THE PASSENGER FOR WHOM THE SERVICE ANIMAL RENDERS ASSISTANCE IS RESPONSIBLE FOR, PROPERTY DAMAGE, BODILY OR PERSONAL INJURY, OR HARM CAUSED BY THAT PASSENGER’S SERVICE ANIMAL.

**PASSENGER RESPONSIBILITIES:**

1. ***Disruptive or Dangerous Behavior.*** Federal law prohibits disruptive or dangerous behavior on board an aircraft, the violation of which may subject the offending passenger to severe civil and criminal fines and penalties, including, but not limited to, imprisonment. By accepting transportation on a flight, you agree to conduct yourself in a manner that is not disruptive, dangerous, or unruly as determined by HWA in its sole and absolute discretion, or that is in contravention of any federal law, applicable regulation, government directive or request, or the laws of any state which has jurisdiction over the aircraft. Some examples of such disruptive, dangerous, or unruly behavior include, but are not limited to:
  - (a) Intimidating or interfering with a crewmember in the performance of his or her duties, which includes, without limitation, physical actions as well as the use of foul or threatening language or gestures;
  - (b) Assaulting or threatening physical harm or assault (including, without limitation, deliberately coughing or spitting on) or physical contact directed at a crewmember or a passenger on board, while boarding, or disembarking from the aircraft;
  - (c) Non-compliance with crewmember instructions, including, without limitation, causing a crewmember to repeat instructions on multiple occasions or delivering a diatribe to a crewmember that impacts the crewmember's ability to perform duties as determined by such crewmember; or
  - (d) Intentionally causing damage to the aircraft.
2. ***Crewmember Instructions.*** You must comply with all instructions and directions of the crew. Failure of any passenger to comply with instructions of the crew, the requirements of this Passenger Terms of Carriage, or the requirements of applicable law could result in disembarkment (and possible fines and/or arrest) of the offending passenger at any airport, including an airport to which the aircraft is diverted due to such failure of a passenger to comply.



3. ***Refusal to Transport.*** HWA, in its sole and absolute discretion, may refuse to transport or may remove you from your flight at any point for any reason, including, but not limited to, if:
- (a) You refuse to permit a search of your person or property for prohibited items;
  - (b) You refuse to show a valid ID upon request;
  - (c) You refuse to timely comply with all screening and other requirements of HWA or the TSA or similar security screening agency of any applicable country;
  - (d) Your physical or mental condition is such that you are or may be unable or incapable of comprehending or complying with safety instructions without assistance;
  - (e) Your conduct is disorderly, abusive, violent, or detrimental to other passengers, the crew, or the aircraft, or your attire is offensive or inappropriate;
  - (f) You appear to be intoxicated or under the influence of drugs;
  - (g) You attempt to interfere with the performance of the duties of any crewmember or refuse to obey instructions from any crewmember;
  - (h) You engage in any action, voluntary or involuntary, that might jeopardize the safety of the aircraft or any of its occupants; or
  - (i) You fail to comply with any of the requirements or other provisions of this Passenger Terms of Carriage.
4. ***Damage to Aircraft.*** You are responsible for any damage you cause to the aircraft, aircraft interior, or aircraft components resulting from your acts, whether voluntary or involuntary, or your failure to obey the instructions of a crewmember.
5. ***Injury to Passengers and Crewmembers.*** YOU ARE RESPONSIBLE FOR AND WILL INDEMNIFY AND HOLD HWA, ITS DIRECT OR INDIRECT OWNERS, MEMBERS, PARTNERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND AFFILIATES (AND THEIR RESPECTIVE OWNERS, MEMBERS, PARTNERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES) HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DEMANDS, SUITS, ACTIONS, OR COSTS ARISING FROM YOUR ACTIONS OR OMISSIONS OR FROM ACTS OF YOUR PET OR SERVICE ANIMAL THAT CAUSE BODILY OR PERSONAL INJURY OR HARM TO ANOTHER PASSENGER OR A CREWMEMBER.

6. ***Delay or Termination of Flight.*** HWA will have no liability to you for any damages, including but not limited to, any indirect, special, exemplary, consequential, or incidental damages, for any delay, cancellation, or termination of your flight for events beyond the reasonable control of HWA, as determined by HWA in its sole and absolute discretion.
7. ***Passenger Security, Safety, and Health Risks.*** Some destinations expose passengers to heightened safety or security risks, including but not limited to, crime, violence, and terrorism. Some destinations also expose passengers to certain health or disease risks. Information regarding those risks can be obtained at: <http://www.state.gov> and <http://cia.gov> and <https://cdc.gov>.

## **CHILDREN:**

1. ***Children Travelers.*** Children under eight (8) years old must be accompanied by a parent or guardian that is at least 18 years old on the date of travel. Children between the ages of eight (8) and 17 can travel without a parent or guardian that is at least 18 years old on the date of travel provided that a parent or guardian has delivered to HWA prior to the flight an unaccompanied minor consent form if requested by HWA in advance in HWA's sole and absolute discretion.
2. ***Lap Children.*** Children under two years old on the date of travel may be carried on the lap of an accompanying adult passenger. The seatbelt should be secured only around the adult, with the adult's arms locked securely around the lap child during taxi, takeoff, in turbulence, and landing. **However, the FAA strongly urges you to secure your child in an approved child restraint system ("CRS") or other device for the entirety of your flight. The safest place for a child under the age of two on an airplane is an approved CRS or other device, not your lap.**
3. ***Child Restraint Systems.*** If an adjacent unoccupied seat is available, a lap child may be secured in an approved CRS so long as the CRS does not occupy the space between a passenger and the aisle and is not in an emergency exit seat or row, or one row forward or aft of an emergency exit row. However, if no such adjacent unoccupied seats are available, the CRS may have to be transported as carry-on or checked baggage. The preferred placement of a CRS is on a window seat. You must supply your own approved CRS.
  - (a) A CRS manufactured to U.S. standards must bear the following two labels: (a) "This child restraint system conforms to all applicable federal motor vehicle safety standards" and (b) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT" (in red lettering). If a CRS was not manufactured to U.S. standards, it must bear a label from the CRS manufacturer certifying that it meets the standards of the United Nations or is approved by a foreign government. A CRS that does not meet these standards will be processed as carry-on or checked baggage and is not permitted for use on board the aircraft, absent an exemption granted by the FAA. Additional information is available at [AC 120-87C - Use of Child Restraint Systems on Aircraft \(faa.gov\)](https://www.faa.gov/AC120-87C-UseofChildRestraintSystemsOnAircraft) and [www.faa.gov/travelers/fly\\_children](https://www.faa.gov/travelers/fly_children).

- (b) A CRS must be installed in an aircraft seat according to the CRS manufacturer's instructions. This includes placing the CRS in the appropriate forward- or aft-facing direction as indicated on the device label for the size of the child. The crew is not responsible for installing the CRS.
4. **Children with Disabilities.** Children younger than 18 years old that need the support and security of a CRS due to physical challenges may use an approved CRS that is appropriate for that child's size and weight.

### **PASSENGER SPECIAL ASSISTANCE:**

1. **Nondiscrimination on the Basis of Disability.** HWA policies and procedures are conducted in accordance with Title 14 of the Code of Federal Regulations ("CFR") Part 382, Nondiscrimination on the Basis of Disability in Air Travel. You may obtain a copy of this Part 382 in an accessible format from the DOT by any of the following means:
  - (a) For calls made from within the United States, by telephone via the Toll-Free Hotline for Air Travelers with Disabilities at 1-800-778-4838 (voice) or 1-800-455-9880 (TTY);
  - (b) By telephone to the Aviation Consumer Protection Division at 202-366-2220 (voice) or 202-366-0511 (TTY);
  - (c) By mail to the Air Consumer Protection Division, C-75, U.S. Department of Transportation, 1200 New Jersey Ave., SE., West Building, Room W96-432, Washington, DC 20590; and
  - (d) On the Aviation Consumer Protection Division's Web site (<https://www.transportation.gov/airconsumer/disability>).
2. **Special Assistance Requests.** **HWA REQUESTS AND HIGHLY RECOMMENDS NOTICE OF ANY PASSENGER REQUESTS FOR SPECIAL ASSISTANCE DUE TO A DISABILITY AT LEAST 48 HOURS PRIOR TO THE SCHEDULED DEPARTURE OF THE FIRST FLIGHT.** Such special assistance may include wheelchair, hearing, vision, or cognitive and developmental assistance. Additional information regarding the rights of passengers with disabilities can be found at <https://www.transportation.gov/airconsumer/disabilitybillofrights>. You, or Your Charterer on your behalf, may submit such special assistance requests via email to [operations@hillwoodairways.com](mailto:operations@hillwoodairways.com) with the subject line "Attn: Director of Operations and General Manager."

- 3. *Limitation of Liability for Assistive Devices.*** HWA WILL PAY FOR THE LOSS, DAMAGE, OR DELAY TO WHEELCHAIRS OR OTHER ASSISTIVE DEVICES WHILE SUCH WHEELCHAIR OR ASSISTIVE DEVICE IS IN THE CUSTODY OF HWA UP TO THE DOCUMENTED ORIGINAL PURCHASE PRICE OF SUCH WHEELCHAIR OR OTHER ASSISTIVE DEVICE.
- 4. *Contact HWA for Disability Issues on a Previous Flight.*** If you had an issue regarding special assistance on a previous trip, contact HWA at (214) 674-6504.

### **INTERNATIONAL TRAVEL:**

- 1. *International Treaties.*** Passengers embarking upon a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that the provisions of the Warsaw Convention, the Montreal Convention, or other international treaty may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. For purposes of international travel governed by the Warsaw Convention or Montreal Convention, whichever may apply, liability rules and limitations outlined in the applicable convention (as modified from time to time) are fully incorporated by reference in this Passenger Terms of Carriage and shall supersede any other provisions of this Passenger Terms of Carriage when international travel is involved which may conflict with those rules. HWA RESERVES ALL DEFENSES AND LIMITATIONS AVAILABLE TO IT UNDER THE WARSAW CONVENTION, MONTREAL CONVENTION, OR OTHER INTERNATIONAL TREATY, WHICHEVER MAY APPLY.
- 2. *Limitation of Liability (International Travel).*** IF THE WARSAW CONVENTION, MONTREAL CONVENTION, OR OTHER INTERNATIONAL TREATY IS APPLICABLE TO YOUR TRAVEL, SUCH CONVENTION MAY LIMIT THE LIABILITY OF HWA WITH RESPECT TO: (1) DEATH OF OR INJURY TO YOU; (2) YOUR DELAY; AND (3) DESTRUCTION, LOSS, OR DELAY OF YOUR BAGGAGE (CHECKED AND CARRY-ON). Additional passenger protection can usually be obtained by purchasing insurance from a private company. Such insurance may not be affected by any limitation of the carrier's liability under an international treaty. For further information please consult your insurance company representative. WITH RESPECT TO INTERNATIONAL TRAVEL, HWA: (1) DOES NOT WAIVE ANY LIMITS OF LIABILITY; (2) RESERVES ANY AND ALL DEFENSES AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, THE EXONERATION DEFENSE OF ARTICLE 21 OF THE WARSAW CONVENTION AND ARTICLE 20 OF THE MONTREAL CONVENTION; AND (3) RESERVES ALL RIGHTS OF RECOURSE AGAINST THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, RIGHTS OF CONTRIBUTION AND INDEMNITY.

- (a) ***Death or Injury of Passengers.*** In the case of death or bodily injury of a passenger caused by an accident on board the aircraft or during embarking or disembarking, HWA may be liable for recoverable compensatory damages sustained up to 128,821 special drawing rights (“*SDRs*”)<sup>3</sup> per passenger under Article 17 of the Warsaw Convention or the Montreal Convention, whichever may apply. HWA cannot exclude or limit this liability except pursuant to the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention.
- i. With respect to damages that exceed 128,821 SDRs, HWA will not be liable for damages if HWA proves that: (A) such damage was not due to the negligence or other wrongful act or omission of HWA or its servants or agents; or (B) such damage was solely due to the negligence or other wrongful act or omission of a third party.
- (b) ***Delay of Passengers.*** In the case of damage occasioned by delay in the carriage of passengers by air, HWA may be liable for recoverable compensatory damages sustained up to 5,346 SDRs per passenger under Article 22 of the Montreal Convention.
- i. HWA will not be liable if it proves that HWA or its servants or agents took all measures that could reasonably be required to avoid the damage or that it was impossible for HWA or its servants or agents to take such measures.
  - ii. Facilities or personnel, whether public or private, not under the control and direction of HWA are not HWA’s agents, and HWA is not liable to the extent the delay is caused by such facilities or personnel.
  - iii. Damages occasioned by delay are subject to the terms, limitations, and defenses in the Warsaw Convention or Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury or other non-compensatory damages.

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<sup>3</sup> Special Drawing Right or “SDR” is a basket of currencies consisting of the Euro, Japanese yen, pound sterling, Chinese renminbi, and U.S. Dollar. The value of the SDR changes daily as currencies fluctuate. More information, including a conversion table, is available at [www.imf.org](http://www.imf.org)

- (c) ***Destruction, Loss, or Delay of Baggage.*** In the case of damages sustained due to destruction or loss of, damage to, or delay of checked baggage and carry-on baggage, HWA is liable for damages sustained up to 1,288 SDRs per passenger under the Warsaw Convention or Montreal Convention, whichever may apply, subject to the following:
- i. HWA will not be liable for destruction, loss, damage, or delay of baggage not in the charge of HWA, including, but not limited to, baggage undergoing security inspections or measures not under the control and direction of HWA;
  - ii. With respect to checked baggage, HWA is not liable if and to the extent that the damage resulted from the inherent defect, quality, or vice of the baggage;
  - iii. In the case of delay of checked baggage, HWA will not be liable if it proves that HWA or its servants or agents took all measures that could reasonably be required to avoid the damage or that it was impossible for HWA or its servants or agents to take such measures; and
  - iv. With respect to carry-on baggage, including personal items, HWA is liable only if the damage directly resulted from HWA's fault or that of its servants or agents.
- (d) ***Baggage in General for International Travel.*** All baggage checked by you shall be considered your property. A particular piece of baggage, checked or carry-on, shall not be considered the property of more than one passenger. Carry-on baggage, including personal items, in your possession at the time of embarkation shall be considered your property.
- (e) ***Special Declaration.*** If you make, at the time checked baggage is handed to HWA, a special declaration of interest in delivery at destination and if HWA, in its sole and absolute discretion, accepts such special declaration and you pay a supplementary sum charged by HWA, HWA will be liable for the destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless HWA proves that the declared amount is greater than your actual interest in delivery at destination.