

TURKISH AIRLINES

GENERAL CONDITIONS OF CARRIAGE

ARTICLE 1

DEFINITIONS

“AGREED STOPPING POINTS”: Those places, excluding the points of departure and arrival, set forth in the ticket or shown in the Carrier's timetables as scheduled stopping places on the Passenger's route.

“AUTHORIZED AGENT”: A sales agent who has been appointed by the Carrier to represent the Carrier in the sale of air Passenger transportation services of the Carrier and, when authorized, this includes the services of other air Carriers.

“BAGGAGE”: The clothes and personal effects belonging to a Passenger which are necessary for their trip. Unless otherwise specified, it includes both checked and Unchecked Baggage belonging to the Passenger.

“BAGGAGE COUPON”: The portion of the ticket which relates to the carriage of the Passenger's Checked Baggage.

“BAGGAGE IDENTIFICATION TAG”: A document issued by the Carrier for the identification of Checked Baggage.

“CARRIER”: Includes every Carrier issuing a ticket and each Carrier which carries or undertakes to carry the Passenger and/or their Baggage.

“CARRIER'S REGULATIONS”: Rules (other than these conditions) published by the Carrier and in effect on the date of ticket issue, governing carriage of Passengers and/or Baggage, including any applicable tariffs in force.

"CHECKED BAGGAGE" is carried in the compartment and is under the responsibility of the Carrier.

"UNCHECKED BAGGAGE" is the passenger's responsibility and is free of charge hand baggage kept on board in the passenger cabin.

“CODESHARE FLIGHT”: A flight which may be operated by a Carrier other than whose identifying Carrier code is shown on Flight Tickets and operated by one or more Carriers in agreement with the Carrier, and which is sold as if operated by the Carrier, using the Carrier's own flight codes and numbers. It should be noted that if a flight operated by one of the Carrier's codeshare partners is selected, then this operator's own contractual conditions may differ to these General Conditions of Carriage, particularly with regards to the provisions set out in Article 2.4 of these Conditions of Carriage.

“CONJUNCTION TICKET”: A Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single contract of carriage.

“CONVENTION”: Whichever of the following is applicable to the contract of Carriage:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw, October 12, 1929 (hereinafter referred to as the "Warsaw Convention")
- The Warsaw Convention as amended at The Hague on September 28, 1955
- The Warsaw Convention as amended at The Hague in 1955 and by Additional Protocol No. 3 of Montreal, 1975
- The Warsaw Convention as amended at The Hague in 1975 and by Additional Protocol No. 4 of Montreal, 1975
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, dated May 28, 1999 (hereinafter referred to as the Montreal Convention)

"DAMAGES": Death or bodily injury suffered by the Passenger as a result of an accident on the aircraft, or during any takeoff or landing procedure; loss, partial or complete destruction or any other damage caused to Baggage while in carriage or under the care of the Carrier; damages resulting from the delay of the Passenger or Baggage.

"DAYS": The seven days of the week, including public holidays. For purposes of notification, the day upon which a notice is dispatched shall not be counted. For purposes of determining duration of validity, the day upon which a Ticket is issued or flight was operated shall not be counted.

"ELECTRONIC TICKET": A travel plan/document, Electronic Coupons and a boarding pass, if appropriate, issued by or on behalf of the Carrier.

"ELECTRONIC COUPON": An electronic Flight Coupon (or other valuable document) found on the Carrier's database.

"FORCE MAJEURE": Unexpected conditions outside the control of the Carrier which result in unpreventable consequences despite all reasonable measures having been taken.

"FLIGHT COUPON": The section of a Ticket issued in accordance with the Carrier's Regulations which bears the notation "Valid for carriage" and indicates the particular points between which the Passenger is entitled to be carried. The coupon will be in the form of a printed document or an electronic record in the Carrier's database indicating that the Passenger is to fly on a particular flight.

"ITINERARY RECEIPT": A document containing the Passenger's name, flight details and any relevant notifications, issued by the Carrier or one of its Authorized Agents in accordance with the Carrier's Regulations, which is sent via email, fax, or any other means permitted by the Carrier's Regulations, and which must be retained by the Passenger for the duration of the flight and presented upon request.

"MILES&SMILES FREQUENT FLYER PROGRAM AND AWARDS": The frequent flyer program run by the Carrier (to which it is the owner of all rights) and Award Tickets, Companion Tickets, Upgrades, and any other benefits issued by the Carrier under the rules of the program.

"MINIMUM CHECK-IN PERIOD": The minimum period required for a Passenger to complete check-in procedures and be issued with a Boarding Pass.

“PASSENGER”: Any person, except members of the crew, carried or to be carried on an aircraft with the consent of Carrier, documented by a ticket issued by the Carrier.

“PASSENGER COUPON or PASSENGER RECEIPT”: The portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the Passenger.

“SDR”: Special Drawing Right, the composite unit of currency that is a basket of currencies comprising the euro, Japanese yen, British pound sterling, and US dollar and which is used as the official unit of exchange of the International Monetary Fund.

“SHY-PASSENGER RIGHTS”: “Regulations on the Rights of Airline Passengers,” issued by the Directorate General of Civil Aviation.

“STOPPING POINT”: An intended break in a journey between a Passenger's departure point and final destination, which has been previously agreed to by the Carrier.

“STOPOVER”: Pursuant to the Carrier's Regulations and government regulations, breaks in the journey lasting 24 hours or more which the Passenger is able to schedule at points between the point of departure and their final arrival destination.

“TARIFFS”: Fees in addition to the cost of a flight which conform to application rules, which have been approved by an institution.

“TICKET”: A Passenger Ticket and Baggage Check document or Electronic Ticket issued by the Carrier or one of the Carrier's Authorized Agents which contains the Conditions of Carriage, warnings, and the Flight and Passenger Coupons.

“UNCHECKED BAGGAGE”: Any Baggage belonging to a Passenger other than Checked Baggage.

ARTICLE 2

SCOPE 2.1 GENERAL

2.1.1 Except as stipulated in subparagraphs 2.2-2.5 of this article, these Conditions of Carriage apply to all carriage by air of Passengers and Baggage, performed by the Carrier in exchange for a fee.

2.1.2 These conditions also apply to free and reduced-fare carriage, except to the extent that the Carrier has stipulated otherwise in its Regulations or in the relevant contracts, passes, or Tickets.

2.2 CARRIAGE TO/FROM CANADA AND THE UNITED STATES

2.2.1 CARRIAGE TO/FROM CANADA: These conditions apply to carriage between points in Canada or between a point in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.

2.2.2 CARRIAGE TO/FROM THE UNITED STATES: These conditions do not apply to air transportation as defined in the US Federal Aviation Act of 1958.

2.3 PRIVATE PASSENGER AIRCRAFT CHARTER (CHARTERS)

If carriage is provided within the scope of a Private Passenger Aircraft Charter (“Charter”) agreement, the conditions in the Private Passenger Aircraft Charter agreement shall take precedence over the provisions of these Conditions of Carriage. In case of carriage of Baggage, unless otherwise stated by the Private Passenger Aircraft Charter agreement, the general conditions of Baggage carriage applied on scheduled flights shall apply.

2.4 CODESHARE FLIGHTS

In case a flight being operated by one of the Carrier's codeshare partners is chosen, the flight may be operated by a Carrier other than the Carrier which issued the ticket. If the flight is operated by another Carrier, the conditions related to the operation of that flight will be applied on the basis of that Carrier's service conditions, and if any differences arise between operating Carrier's service conditions and these Conditions of Carriage, the operating Carrier's service conditions will take precedence. All operating Carrier's service conditions can be found on the “Codeshare Agreements” page, or the related operating Carrier's own website. In particular, aspects of service provision such as minimum check-in period, unaccompanied minors, Passengers requiring medical assistance, pregnant Passengers, boarding the flight, carriage of animals, refusal of admission onboard, provision of oxygen tanks onboard, irregular operations, denied boarding compensation, Baggage collection, free Baggage allowance, and limits of liability in relation to lost Baggage should be carefully examined and must be adhered to.

In cases where a reservation includes flights that are operated by one or more Carriers, the operating Carrier will be announced at the time of reservation. If the operating Carrier is unknown at the time the reservation is made, or if a change occurs after the reservation is being made, the operating Carrier will be announced to the Passenger at the latest of when the operating Carrier is confirmed. Regarding reservations made through channels which are not under direct control of the Carrier (e.g. travel agencies and websites other than the Carrier's own website), the travel agents and website operators that executed the agreement with the Passenger are liable under Articles 2.3. and 11 of Regulation (EC) no. 2111/2005 to inform the Passengers of the identity of the operating Carrier, and of any change in operating Carrier. The Passenger shall provide the correct contact details at the time of reservation for making such notifications possible.

2.5 OVERRIDING LAW

In case any provision contained or referred to herein is contrary to anything contained in the applicable convention, and any applicable laws, government regulations, orders, or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

2.6 PRECEDENCE OF CONDITIONS OF CARRIAGE OVER CARRIER REGULATIONS

Except stipulated otherwise herein, in the event of inconsistency between these Conditions and the Carrier's Regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case those tariffs shall prevail.

2.7 TURKEY'S DOMESTIC CARRIAGE RULES

As an exception to the provisions of Article 2.6, exclusively for domestic flights within Turkey, the conditions of domestic carriage specified on the Passenger Ticket or stipulated in the Carrier's Regulations shall prevail over the Conditions of Carriage herein. The Conditions of Carriage herein shall also apply to domestic flights in Turkey unless contrary to the conditions and regulations relating to this domestic carriage.

ARTICLE 3 TICKETS

3.1 TICKET AS EVIDENCE OF CONTRACT

3.1.1 A Ticket constitutes evidence of the contract of carriage between the Carrier and the Passenger named on the ticket. The conditions of contract on the ticket are a summary of some of the provisions of these Conditions of Carriage.

3.1.2 PRESENTATION OF TICKET: A person shall not be entitled to be carried on a flight unless that person presents a valid ticket duly issued in accordance with the Carrier's Regulations, and which contains the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon; or in the case of electronic reservation, a valid ITINERARY RECEIPT recorded in the reservation database. Furthermore, a Passenger shall not be entitled to carriage if the Ticket presented is torn or if it has been altered in any way other than by the Carrier or its Authorized Agent.

3.1.3 LOSS OR DAMAGE OF TICKET: In case of loss of or Damage to a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the issuing Carrier may, at the Passenger's request and subject to the Carrier's Regulations, replace said Ticket or part thereof by issuing a new Ticket on receipt of evidence satisfactory to the Carrier that a Ticket valid for the flights in question was duly issued originally.

3.1.4 NON-TRANSFERABILITY OF TICKET: A Ticket is not transferable. If a Ticket is presented by someone other than the person entitled to be carried thereunder or for a refund in connection therewith, the Carrier shall not be liable to the person named on the Ticket, if, in good faith, it provides carriage or issues a refund to the person presenting the Ticket.

3.1.5 NON-REFUNDABLE TICKETS: This may include restrictions on various reservation alterations and non-refundability of discounted tickets. The refund and change rules which apply to these tickets can be found in the Ticket's fare regulations.

3.2 PERIOD OF VALIDITY

A Ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue thereof, except as otherwise stated on the ticket, in these Conditions of Carriage, or in the Carrier's Regulations.

3.2.1. EXTENSION OF VALIDITY

3.2.1.1 If a Passenger is prevented from traveling within the period of validity of the Ticket because the Carrier:

3.2.1.1 (a) Cancels the flight on which the Passenger holds a reservation; or

3.2.1.1 (b) Omits a scheduled stop, being the Passenger's place of departure, place of destination, or a Stopover; or

3.2.1.1 (c) Fails to operate a scheduled flight; or

3.2.1.1 (d) Causes the Passenger to miss a connection; or

3.2.1.1 (e) Substitutes a different class of service; or

3.2.1.1 (f) Is unable to provide a previously confirmed space; the validity of such Passenger's Ticket will be extended until the Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a Passenger holding a Ticket is prevented from traveling within the period of validity of the Ticket because at the time said Passenger requested reservations the Carrier was unable to provide space on the flight, the validity of such Passenger's ticket will be extended in accordance with the Carrier's Regulations.

3.2.1.3 When a Passenger, after having commenced his or her journey, is prevented from traveling within the period of validity of the ticket by reason of illness, the Carrier will extend (provided such extension is not precluded by the Carrier's Regulations applicable to the fare paid by the Passenger) the period of validity of said Passenger's Ticket until the date when the Passenger becomes fit to travel, supported by a medical certificate, or until the Carrier's first flight after such date from the point where journey is resumed on which space is available in the class of service for which the fare has been paid. When the Flight Coupons remaining in the ticket involve one or more Stopovers, the validity of such ticket, subject to the Carrier's Regulations, will be extended for not more than three months from the date shown on such certificate. In such circumstances, the Carrier will also extend the period of validity of tickets of other members of the Passenger's immediate family accompanying said incapacitated Passenger.

3.2.1.4 In the event of death of a Passenger en route, the Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family accompanying the Passenger may also be modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall be for a period of no longer than 45 days from the date of death.

3.3 FLIGHT COUPON SEQUENCE

3.3.1 The Carrier will honor Flight Coupons only in sequence from the point of departure as shown on the ticket.

3.3.2 The ticket is valid only for the transportation as shown on the coupons, from the place of departure via any agreed stoping places to the final destination. Flight/baggage coupons shall be honoured only in sequence. The ticket will not be honoured and will lose its validity if all the coupons are not used in the sequence provided.

3.3.3. Each Flight Coupon will be accepted for carriage in the class of service specified therein on the date and flight for which carriage has been reserved. When Flight Coupons are issued without a reservation being specified thereon, space will be reserved upon application subject to the conditions of the relevant fare and the availability of space on the flight applied for being met.

3.4 NAME AND ADDRESS OF CARRIER

The Carrier's title (name) may be abbreviated on the Ticket. The Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of the Carrier's name in the "Carrier" box on the ticket.

ARTICLE 4

STOPOVER POINTS

Stopovers may be permitted at Agreed Stopping Point subject to government requirements and the Carrier's Regulations.

ARTICLE 5

FARES AND CHARGES

5.1 GENERAL

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and town terminals, unless provided by the Carrier without additional charge.

5.2 APPLICABLE FARES

Applicable fares are those published by or on behalf of the Carrier, or, if not so published, announced in accordance with the Carrier's Regulations. The applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first Flight Coupon on the Ticket. When the amount collected is not equal to the applicable fare, the difference shall be paid by the Passenger, or, as the case may be, refunded by the Carrier, in accordance with the Carrier's Regulations.

5.3 ROUTES

Unless otherwise stipulated in the Carrier's Regulations, fares apply only to routes published in connection therewith. If there is more than one route on the same fare, the Passenger may specify the route prior to the Ticket being issued. If no route is specified, the Carrier may determine the route.

5.4 TAXES AND CHARGES

Any tax or charge imposed by the government or other authority, or by the operator of an airport, with respect to a Passenger, or the use by a Passenger of any services or facilities, will be in addition

to the published fares and charges and shall be payable by the Passenger, except if otherwise indicated in the Carrier's Regulations.

5.5 CURRENCY

Fares and charges are payable in any currency accepted by the Carrier. When payment is made in a currency other than in which the fare is published, such payment will be made at the rate of exchange established in accordance with the Carrier's Regulations.

ARTICLE 6 RESERVATIONS

6.1 RESERVATION REQUIREMENTS

6.1.1 Reservations are not confirmed until recorded as "accepted" by the Carrier or its Authorized Agent.

6.1.2 As stipulated in the Carrier's Regulations, certain fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations.

6.2 TICKETING TIME LIMITS

If the Passenger does not make payment for the Ticket within the Ticketing Period (or does not complete a ticket purchase using credit with the Carrier), the Carrier may cancel the reservation.

6.3 PERSONAL DATA

The Passenger recognizes that personal data has been given to the Carrier for the purpose of making a reservation for carriage and for obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the Passenger authorizes the Carrier to retain such data and to transmit it to its own offices, other Carriers, or the providers of such services, in whatever country they may be located.

6.4 SEATING

The Carrier does not guarantee to provide any particular seat on the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued. The Carrier reserves the right to change the seat of a Passenger before or during the flight for safety or operational reasons.

6.5 NON-USE OF RESERVED SPACE

A service charge, in accordance with the Carrier's Regulations, may be payable by a Passenger who fails to use space for which a reservation has been made.

6.6 CONFIRMATION OF RESERVATION

Onward or return reservations may be subject to the requirement to confirm the reservation in accordance with and within time limits specified in the Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

6.7 CANCELLATION OF ONWARD RESERVATIONS MADE BY THE CARRIER

If a Passenger does not use a reservation and fails to advise the Carrier, the Carrier may cancel or request the cancellation of any onward or return reservations.

ARTICLE 7 CHECK-IN

The Passenger shall arrive at the Carrier's check-in location and boarding gate sufficiently in advance of the flight departure time to allow completion of any governmental formalities and check-in procedures, and, in any event, must have arrived at check-in counters, completed check-in, and obtained their boarding pass within the minimum check-in period indicated by the Carrier. If the Passenger fails to arrive at the check-in counter, complete check-in, and obtain their boarding pass within the minimum check-in period or arrives without the proper documentation or is not ready to travel, the Carrier may cancel the space reserved for the Passenger and will not delay the flight. The Carrier is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this article.

ARTICLE 8 REFUSAL AND LIMITATION OF CARRIAGE

8.1 RIGHT TO REFUSE CARRIAGE

At their discretion, the Carrier has the right to refuse a Passenger entry onto the aircraft, if the Passenger has previously violated articles 8 or 12 on a previous flight or if an unexpected circumstance has arisen which may warrant refusal of entry onto the aircraft. In such case, the Carrier will not sell a Ticket to said Passenger. If, contrary to the decision to prohibit their travel, the Passenger somehow purchases a ticket and is permitted to board the aircraft, as long as the Ticket is valid and was issued in accordance with the Carrier's Regulations, said Passenger will only be refunded the cost of the Ticket. The Passenger will not be entitled to any other compensation.

In addition to this, the Carrier may refuse carriage of any Passenger or Passenger's Baggage for reasons of safety or if, in the exercise of its reasonable discretion, the Carrier determines that:

8.1.1 Such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into, or over; or

8.1.2 The conduct, age, mental or physical state of the Passenger, or the effect of alcohol or drugs on the Passenger is such that:

8.1.2.1 The Passenger will require special assistance from the Carrier; or

8.1.2.2 The Passenger will cause discomfort to themselves, make himself or herself objectionable to other Passengers, or disrupt the flight cabin; or

8.1.2.3 Flying will involve any hazard or risk to the Passenger or to other persons or property; or

8.1.2.4 The Passenger abuses, threatens, or directs profanities at flight crew or ground staff while boarding or before boarding the aircraft, or in the cabin before takeoff; or

8.1.2.5 The Passenger contravenes the provisions of article 12 or ignores the instructions of the flight crew.

8.1.3 Such action is necessary because the Passenger has failed to observe the instructions of the Carrier, has failed to observe the instructions of the Carrier on a previous flight, or if a situation or other reason leads to the belief that they are likely to fail to observe the instructions of the Carrier; or

8.1.4 The Passenger has refused to submit to a security check; or

8.1.5 The applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between the Carrier and the Passenger (or the person paying for the Ticket) have not been complied with; or

8.1.6.1 The Passenger does not appear to have proper documentation; or

8.1.6.2 The Passenger may seek to enter a country through which they are in transit; or

8.1.6.3 The Passenger may destroy their documentation during flight; or

8.1.6.4 The Passenger will not surrender travel documents to be held by the flight crew (in exchange for a receipt) when so requested by the Carrier.

8.1.7 The Ticket presented by the Passenger:

8.1.7.1 Has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent; or

8.1.7.2 Has been reported as being lost or stolen; or

8.1.7.3 Is a counterfeit Ticket; or

8.1.7.4 Any Flight Coupon has been altered by someone other than the Carrier or its Authorized Agent, or has been damaged (the Carrier reserves the right to retain such Ticket).

8.1.8 The person presenting the Ticket cannot prove that they are the person named in the 'Name of Passenger' box (the Carrier reserves the right to retain such Ticket); or

8.1.9 The award Ticket presented by the Passenger has been issued in contravention of Miles&Smiles program rules.

8.2 LIMITATION ON CARRIAGE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, or persons with illness may be subject to prior arrangements with the Carrier, in accordance with the Carrier's Regulations.

While carrying such Passenger, any deterioration in the sanitary condition of said Passenger shall not be the liability of the Carrier.

ARTICLE 9

BAGGAGE

9.1 ITEMS UNACCEPTABLE AS BAGGAGE

9.1.1 The Passenger Baggage shall not include the following:

9.1.1.1 Items which do not constitute Baggage as defined in Article 1.1.;

9.1.1.2 Items which are likely to endanger the aircraft, or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instruction for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, and in the Carrier's Regulations (further information is available from the Carrier upon request);

9.1.1.3 Items which carriage of is prohibited by applicable laws, regulations, or orders of any state to be flown from, to, or over;

9.1.1.4 Items which, in the opinion of the Carrier, are unsuitable for carriage by reason of their weight, size, or nature, such as fragile or perishable items;

9.1.1.5 Live animals, except under conditions as stipulated in Article 9.10,

9.1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with the Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.1.1.2.

9.1.3 The Passenger shall not include fragile or perishable items in Checked Baggage, such as electronic equipment, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports or other identification documents, or samples.

9.1.4 Weapons such as antique firearms, swords, knives, and similar items may be accepted as

Checked Baggage, in accordance with the Carrier's Regulations, but will not be permitted in the cabin.

9.1.5 If any items referred to in Article 9.1 are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to charges, limitations of liability, and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

9.2 RIGHT TO REFUSE CARRIAGE

9.2.1 The Carrier may refuse to carry as Baggage of such items described in 9.1 which are prohibited from carriage as Baggage, and may refuse further carriage of any such items on discovery thereof.

9.2.2 The Carrier may refuse to carry any object as baggage due to its size, weight, quality or for operational reasons.

9.2.3 Where advance arrangements for its carriage have not been made with the Carrier, the Carrier may carry Baggage which is in excess of the applicable free allowance on later flights, without giving any notice to the Carrier and without any compensation. In case of delay, the passenger will not claim any compensation.

9.2.4 The Carrier may refuse to accept Baggage as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

9.3 RIGHT OF SEARCH

For reasons of safety and security, the Carrier may request the Passenger to permit a search to be made of his or her person and his or her Baggage, and the Passenger's Baggage may be searched in their absence if the Passenger is not available, for the purpose of determining whether they are in possession of or whether their Baggage contains any items described in 9.1.1 or any arms or munitions which have not been presented to the Carrier in accordance with 9.1.2. If the Passenger is unwilling to comply with such request, the Carrier may refuse to carry the Passenger or Baggage.

9.4 CHECKED BAGGAGE

9.4.1 Upon delivery of Baggage to be checked to the Carrier, the Carrier shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.

9.4.2 If Baggage has no name, initials, or other personal identification, the Passenger shall affix such identification to the Baggage prior to acceptance.

9.4.3 Checked Baggage will be carried on the same aircraft as the Passenger unless, for operational, safety and security reasons the Carrier decides to carry the Checked Baggage in a Carrier's next flight in which space is available. In such cases, the baggage is delivered at the airport or is sent to the address specified by the passenger upon passenger's request. Unless the customs of the related country states that the baggage must be delivered only to the passenger for clearance, and delivery to the address specified by the passenger is not possible, the baggage is delivered at the airport. Passenger rights listed under the Article 16 (Liability for Damage) remain unaffected.

9.5 FREE BAGGAGE ALLOWANCE

Passengers may carry Baggage free of charge as specified and subject to the conditions and limitations in the Carrier's Regulations. For codeshare flights, the operating Carrier's Baggage rules shall be consulted via their website, as these rules may differ from the rules in these Conditions of Carriage.

9.6 EXCESS BAGGAGE

The Passenger shall pay a charge for the carriage of Baggage in excess of the Free Baggage Allowance at the rate and in the manner stipulated in the Carrier's Regulations. The Carrier may refuse to carry extra Baggage which exceeds the Free Baggage Allowance due to capacity restrictions or operational requirements. Even if the passenger has paid excess baggage charges, the Carrier holds the right not to carry the excess baggage exceeding the Free Baggage Allowance for operational reasons. In this case, the Carrier will refund the fee paid to the passenger.

9.7 EXCESS VALUE DECLARATION AND CHARGE

9.7.1 If, in accordance with the Carrier's Regulations, the Carrier offers an excess valuation facility, a Passenger may Declare a Value for Checked Baggage in excess of the applicable liability limits. If the Passenger makes such a declaration, the Passenger shall pay any applicable charges.

9.7.2 The Carrier will refuse to accept an Excess Value Declaration on Checked Baggage when a portion of carriage is to be provided by another Carrier which does not offer the facility.

9.8 UNCHECKED BAGGAGE (HAND BAGGAGE/CABIN BAGGAGE)

9.8.1 Unchecked Baggage (hand Baggage/cabin Baggage) is Baggage carried into the cabin by the Passenger and for which the Passenger has full responsibility. This Baggage must fit under the seat in front of the Passenger or in an overhead storage compartment in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin.

9.8.2 Objects not suitable for transport in the cargo compartment (such as delicate musical instruments) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission has been granted by the Carrier. The transport of such objects may be charged for separately.

9.9 COLLECTION AND DELIVERY OF BAGGAGE

9.9.1 The Passenger shall collect his or her Baggage as soon as it is available for collection at points of Destination or Stopover.

9.9.2 The holder of the Baggage Coupon and Baggage Identification Tag, which is delivered to the Passenger only at the time the Baggage is registered, is authorized to receive the Baggage. If the Baggage Coupon has been issued and the Baggage has been identified by other procedures, failure to submit the Baggage Identification Label will not restrict Baggage delivery.

9.9.3 If the person requesting baggage cannot show the Baggage Coupon and cannot identify the Baggage with the Baggage Identification Label, the Transporter delivers the Baggage to the Passenger if he can prove his right to the Baggage to the satisfaction of the Carrier; provided that such person, if

so requested by the Carrier, shall provide the Carrier with sufficient assurance that he will compensate the Carrier for any damage, loss or expense incurred by the Carrier.

9.9.4 Acceptance of Baggage by the bearer of the Baggage Coupon without raising complaint at the time of delivery is evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

9.10 ANIMALS

9.10.1 Animals such as dogs and cats, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of the Carrier, be accepted for carriage, subject to the Carrier's Regulations. In order for a Passenger to carry a live animal in the cabin or in the aircraft's hold, this reservation must have been made at least six hours before the flight is scheduled to take off. If no previous reservation has been made for the live animal, it may only be accepted on the flight pending the approval of the authorized officer at the departure point, and depending on the related flight's capacity.

9.10.2 If accepted as Baggage, the animal, together with its container and food carried, shall not be included in the Free Baggage Allowance of the Passenger, but constitute excess Baggage, for which the Passenger shall pay the applicable rate.

9.10.3 Guide dogs accompanying visually/hearing impaired Passengers, together with containers and food, will be carried free of charge in addition to the normal Free Baggage Allowance, subject to the Carrier's Regulations.

9.10.4 Acceptance for carriage of animals is subject to the condition that the Passenger assumes full responsibility for said animal. The Carrier shall not be liable for injury to or loss, delay, sickness, or death of such animal in the event that it is refused entry into or passage through any country, state, or territory.

ARTICLE 10 SCHEDULES, CANCELLATION OF FLIGHT 10.1 SCHEDULES

The Carrier undertakes to make its best efforts to carry the Passenger and his or her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.

10.2 CANCELLATIONS, CHANGES, ETC. TO SCHEDULED FLIGHTS

If, due to circumstances beyond its control, the Carrier changes aircraft type or flight route, under the authorization and approval of the Carrier, the Carrier shall either:

10.2.1 The operating Carrier, which causes for the flight irregularities, shall be liable for the services to be offered to the passengers.

10.2.2 The ticket transactions, which will be carried out due to any flight irregularities, shall be performed within the framework of involuntary transactions.

10.2.3 In accordance with the Regulation on the Rights of the Passengers Travelling By Air(SHYPASSENGERS), in the event that the completion of the travel planned by the passenger no longer serves for any purpose, then the ticket shall be "fully" refunded basing on the determination and the approval of the official of the Company.

10.2.4 If the price of ticket purchase is paid via cash, electronic bank transfer, bank payment orders, bank cheques or with a signed agreement of the passenger, travel vouchers and/or other services (Miles, award ticket etc.) should be refunded within 7 days. In addition, a return flight should be provided free of charge, at the earliest date possible, in accordance with the starting point of passenger's journey.

10.2.5 The travel is provided free of charge at the passenger's departure point, or at the nearest station to the point of departure and the passenger's arrival point, or at the nearest station to the point of arrival.

10.2.6 If the duration between the time of flight cancellation and the departure time of the newly offered flight time exceeds 8 hours or more, accommodation is provided free of charge. Transportation services between place of accommodation and airport is also supplied. In the circumstance that the passenger is not able to enter a country due to border regulations, the passenger will wait in the transit lounge or depending on the situation, stay at the airport hotel.

ARTICLE 11

REFUNDS

11.1 GENERAL

Upon failure by the Carrier to provide carriage in accordance with the contract of carriage, or where a Passenger requests a voluntary change of his or her arrangements, refund for an unused Ticket or portion thereof shall be issued by the Carrier in accordance with this article and the Carrier's Regulations.

11.2 PERSON TO WHOM A REFUND WILL BE ISSUED

11.2.1 Except for in the cases indicated by the provisions in this article below, the Carrier shall be entitled to issue a refund either to the person named on the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory evidence.

11.2.2 If a Ticket has been paid for by a person other than the Passenger named on the Ticket, and the Carrier has indicated on the Ticket that there is a restriction on refunds, the Carrier shall issue a refund only to the person paying for the Ticket or upon that person's order.

11.2.3 Except in the case of lost Tickets, refunds will only be issued upon surrender to Carrier of the Passenger Coupon or Passenger Receipt, and the surrender of all unused Flight Coupons.

11.2.4 A refund issued to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and presenting themselves as a person to whom a refund may be issued in accordance with 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge the Carrier from liability and any further claim or refund.

11.3 INVOLUNTARY REFUNDS

If the Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point at which the Passenger is ticketed to Stopover or is their destination, is unable to provide previously confirmed space, or causes the Passenger to miss a connecting flight for which the Passenger holds a reservation, the amount to be refunded shall be:

11.3.1 If no portion of the Ticket has been used, an amount equal to the fare paid;

11.3.2 If a portion of the Ticket has been used, the refund will be the higher of either:

11.3.2.1 The one way fare (less applicable discounts and charges) from the point of interruption to the destination or point of next Stopover; or

11.3.2.2 The difference between the paid Ticket fare and the fare for the transportation used.

11.4. VOLUNTARY REFUNDS

If the Passenger requests a refund of their ticket for reasons other than those set out in the paragraphs of this article, the amount of the refund shall be:

11.4.1 If any part of a ticket is not used, the ticket will be refunded in accordance with the fare rules.

11.4.2 If any part of a ticket has been used, the ticket will be refunded in accordance with the fare rules.

11.5 REFUNDS FOR LOST TICKETS

11.5.1 If a Ticket or a portion thereof is lost, a refund will be made on proof of loss satisfactory to the Carrier and upon payment of any applicable service charge, on condition that:

11.5.1.1 The lost Ticket, or portion thereof, has not been used, previously refunded, or replaced;

11.5.1.2 The person to whom the refund is made undertakes, in such form as may be prescribed by the Carrier, to repay to the Carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

11.6 RIGHT TO REFUSE REFUND

11.6.1 After the validity of the Ticket expires, the Carrier may refuse to issue a refund when application therefor is made later than the time stipulated in the Carrier's Regulations.

11.6.2 The Carrier may refuse to issue a refund for a Ticket which has been presented to the Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to the Carrier's satisfaction that they have permission to remain in the country or that he or she will depart therefrom by another Carrier or another means of transport.

11.7 CURRENCY

All refunds will be subject to governmental laws, rules and regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being issued.

Subject to the above provisions, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with the Carrier's Regulations.

11.8 THOSE AUTHORIZED TO ISSUE REFUNDS

Voluntary refunds will be issued only by the Carrier which originally issued the ticket or by its Agent, if so authorized.

ARTICLE 12

CONDUCT ABOARD AIRCRAFT

12.1 If the Passenger conducts themselves aboard the aircraft in such a way as to endanger the aircraft or any person or property onboard, obstructs the crew in the performance of their duties, fails to comply with any instruction of the crew, or behaves in a manner to which other Passengers may reasonably object, the Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger or removing them from the flight.

12.2 The Passenger must adhere to the announcements made onboard with regards to the use of portable radios, radio-controlled toys, walkie-talkies, mobile phones, laptop computers, tablet computers, PDAs, and CD, DVD, and MP3 players. The Passenger shall not operate any other devices on board without the Carrier's permission, with the exception of hearing aids and heart pacemakers which may be used.

12.3 The Passenger must remain seated with their seatbelt fastened as long as the "fasten seatbelt" sign is lit. Passengers are obliged to comply with the instructions of cabin crew and officers in this regard.

ARTICLE 13

ARRANGEMENTS OFFERED BY THE CARRIER

If in the course of concluding the contract of carriage by air the Carrier also agrees to make arrangements for the provision of additional services, the Carrier shall have no liability to the Passenger except for negligence on its part in making such arrangements.

ARTICLE 14

ADMINISTRATIVE FORMALITIES

14.1 GENERAL

The Passenger shall be solely responsible for complying with all laws regulations, orders, demands, and travel requirements of countries to be flown from, into, or over, and with the Carrier's Regulations and instructions. The Carrier shall not be liable for any aid or information given by any Agent or employee of the Carrier to any Passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any Passenger resulting from their failure to obtain such documents or visas, or to comply with such laws, regulations, orders, demands, requirements, rules, or instructions.

14.2 TRAVEL DOCUMENTS

The Passenger shall present all exit, entry, health, and other documents required by laws, regulations, orders, demands, or requirements of the countries concerned and permit the Carrier to take and retain copies thereof. The Carrier reserves the right to refuse carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands, or requirements, or whose documents do not appear to be in order, or who does not permit the Carrier to take and retain copies thereof.

14.3 REFUSAL OF ENTRY

The Passenger agrees to pay the applicable fare whenever the Carrier, upon government order, is required to return a Passenger to his or her point of origin or elsewhere, owing to the Passenger's inadmissibility into a country, whether it is in transit or their destination. The Carrier may utilize any funds paid to the Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier in the payment of such fare. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by the Carrier.

14.4 RESPONSIBILITY OF PASSENGER FOR FINES, DETENTION COSTS, ETC.

If the Carrier is required to pay or deposit any fine or penalty, or is to incur any expense due to the Passenger's failure to comply with laws, regulations, orders, demands, and travel requirements of the countries concerned or to produce the required documents, the Passenger shall, upon demand, reimburse the Carrier for any amount so paid or deposited and any expenditure so incurred. The Carrier may utilize any funds paid to Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier towards such expenditure.

14.5 CUSTOMS INSPECTION

If required, the Passenger shall attend inspection of his or her Baggage, Checked or Unchecked, by customs or other government officials. The Carrier is not liable to the Passenger for any loss or Damage suffered by the Passenger through failure to comply with this requirement.

14.6 SECURITY INSPECTION

The Passenger shall submit to any security checks conducted by government or airport officials or by the Carrier.

ARTICLE 15

SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers under one Ticket, or under a Ticket and any Conjunction Ticket issued in connection therewith, is regarded as a single instance of carriage.

ARTICLE 16

LIABILITY FOR DAMAGE

16.1 Carriage hereunder is subject to the rules and limitations relating to liability established by the "Convention" unless said carriage is not international carriage to which the Convention applies.

16.2 In carriage which is not international carriage to which the Convention applies:

16.2.1 To the extent that Turkish legislation is applicable, the liability of the Carrier is subject to the provision of Turkish Civil Aviation Act no. 2920.

16.2.2 The Carrier shall be liable for Damage to a Passenger or their checked Baggage only if such Damage has been caused by negligence on the part of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence.

16.2.3 Except in the case of acts or omissions carried out with intent to cause Damage or recklessly and with knowledge that Damage would probably result:

16.2.3.1 The liability of the Carrier with respect to each Passenger for death or bodily injury shall be limited to the liability sum mentioned in the Convention which applies to the flight. However, if there is a different limit of liability under the regulation, that limit of liability shall be applied.

16.2.3.2 With respect to delays, the Carrier shall be under no liability except as stipulated in these Conditions of Carriage.

16.3 As long as not in contravention of the above and whether or not the Convention applies:

16.3.1 The Carrier is liable only for Damage occurring on its own flights. A Carrier issuing a Ticket or checking Baggage on the flights of another Carrier does so only as agent for said other Carrier. Nevertheless, with respect to Checked Baggage, the Passenger shall also have the right to take action against the first or last Carrier;

16.3.2 The Carrier is not liable for Damage to Unchecked Baggage unless such Damage is caused by negligence on the part of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence;

16.3.3 The Carrier is not liable for any Damage arising from its compliance with any laws or government regulations, orders, or requirements, or from failure of the Passenger to comply with the same;

16.3.4 Except in the case of acts or omissions carried out with intent to cause Damage or recklessly and with knowledge that Damage would probably result, the liability of the Carrier in the case of Damage to Checked Baggage shall be limited to:

- a) If the flight is subject to the rules of the Warsaw Convention as amended by The Hague Protocol: 250 Poincare Francs per kilogram of Checked Baggage and up to 5,000 Poincare Francs per Passenger for Unchecked Baggage (in most countries' legislation, 250 Poincare Francs equate to \$20 (USD) and 5,000 Poincare Francs equate to \$400 (USD), or the equivalent in the local currency);
- b) If the flight is subject to the Montreal Convention: SDR 1,288 per Passenger for lost, late delivered or damaged Checked Baggage.

If alternative limits of liability are present in the law, these alternative limits will apply. If the Baggage weight is not recorded on the Baggage Coupon, it is accepted that the total weight of Checked Baggage will not exceed the Free Baggage Allowance prescribed in the Carrier's Regulations for the related service class. If, in accordance with provision 9.7, an Excess Value Notification has been made for the Checked Baggage, the Carrier is liable to pay the amount to cover the value stated in the notification.

16.3.5 The Carrier's liability shall not exceed the amount of proven Damage. The Carrier shall furthermore not be liable for indirect or consequential Damages;

16.3.6 The Carrier is not liable for injury to a Passenger or for Damage to a Passenger's Baggage caused by property contained in said Passenger's Baggage. Any Passenger whose property causes injury to another person or Damage to another person's property or to the property of the Carrier shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof;

16.3.7 The Carrier is not liable for Damage to fragile or perishable items, electronic equipment, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the Passenger's Checked Baggage. Once the Baggage is checked and accepted by the Carrier for a

flight to and from any destinations in the United States, limitations in this article shall not apply. However, all of the flights will remain subject to the Carrier's limit of liability as stipulated in the applicable laws.

16.3.8 If a Passenger is carried whose age or mental or physical condition is such as to present any hazard or risk to himself or herself, the Carrier shall not be liable for any illness, injury, or disability, including death, attributable to such condition or for the aggravation of such condition.

16.3.9 Any exclusion or limitation of liability of the Carrier shall apply to and be for the benefit of agents, employees, and representatives of the Carrier and any person whose aircraft is used by the Carrier and such person's agents, employees, and representatives. The aggregate amount recoverable from the Carrier and from such agents, employees, representatives, and persons shall not exceed the amount of the Carrier's limit of liability.

16.4 Unless expressly stipulated otherwise, nothing herein contained shall waive any exclusion or limitation of liability of the Carrier under the Convention or applicable laws.

16.5 SPECIAL AGREEMENT

16.5.1. GENERAL

The Carrier shall avail itself of the limitation of liability stipulated in the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed in Warsaw on October 12, 1929, by the amendment protocol signed in The Hague, and in the Montreal Convention. However, Turkish Airlines (which is a party to the IATA InterCarrier Agreement (IIA) and/or Measures to Implement IATA InterCarrier Agreement (MIA) in accordance with Article 22(1) of the Convention and/or applies EEC Council Regulation 2027/97), shall not invoke the limitation of liability under Article 20 (1) and shall not avail itself of defense under Article 20(1) of the Convention with respect to such portion of claim which does not exceed SDR 113,100 for carriage performed by itself and for all international carriage to which the Warsaw Convention applies.

Turkish Airlines shall accept the liability regime stated in this article only for the carriage performed on behalf of itself or by itself, and does not impose any liability on another Carrier which performed part of the carriage, nor incur any liability for the part of the carriage performed by another Carrier.

The liability regime of Turkish Airlines applicable to the Passenger under IIA and MIA and ECC Regulation 2027/97 is stated below. The above-mentioned instruments will form the basis for resolution of any and all conflicts between the rules stated below, their interpretation or their application.

16.5.2 LIABILITY OF CARRIER

A. In case the Passenger suffers death or bodily injury, the Carrier shall not avail itself of any defense that it has taken all necessary measures to avoid the Damage or that it was impossible for them to take such measures for Damages up to SDR 113,100.

B. Notwithstanding paragraph (A) above; if the Carrier proves that the Damage was caused by or contributed to by the negligence on the part of the deceased or injured person, the Carrier will be released from liability fully or partially in accordance with the applicable law.

C. Against such claims, the Carrier reserves all other defense rights stated in the Convention, other than those specified above in paragraphs (A) and (B) which waives the limit of liability of the Carrier and waives any liability defense up to SDR 113,100. The Carrier reserves its right of recourse against any third party, including the rights of indemnity or contribution.

D. Neither the waiver of limits nor the waiver of defense shall be applicable with respect to claims made by public social insurance or similar bodies, however asserted. If the flight is subject to the rules of the Warsaw Convention as amended by The Hague Protocol, such claims shall be subject to the limit in Article 22 (1) and to the defenses under Article 20 (1) of the Convention; if the flight is subject to the Montreal Convention, such claims shall be subject to the limit in Article 21 and to the defenses under Article 20 of the Convention. The Carrier will compensate the Passenger or his dependents for recoverable compensatory damages in excess of payments received from any public or social insurance or similar public bodies. (This provision is not applicable to social insurance or similar public bodies of the United States.)

E. Law of domicile of the Passenger is not applicable to claims made in accordance with this private agreement, and the right of fifth jurisdiction is not recognized.

16.5.3 ADVANCE PAYMENT

A. No later than fifteen days after the identity of the natural person entitled to compensation has been established, Turkish Airlines shall make advance payment to meet the immediate economic needs of said person, proportional to the hardship suffered.

B. Without prejudice to paragraph (A) an advance payment shall not be less than SDR 15,000 per Passenger in the event of the death of the Passenger.

C. An advance payment shall not constitute recognition of liability and shall be offset against any subsequent sums paid on the basis of Carrier liability.

D. If it is proved that the Damage was caused by or contributed to by negligence on the part of the injured or deceased Passenger; that the Damage was caused or contributed to by negligence on the part of the person who received the advanced payment; or that the person who received the advance payment was not the person entitled to compensation; the Carrier will be exonerated wholly or partly from its liability in accordance with applicable law. In such cases the advance payment shall be returned. Advance payment shall not be returned in any other case.

ARTICLE 17

TIME LIMIT ON CLAIMS AND ACTIONS

17.1 NOTICE OF CLAIMS

No action shall lie in the case of Damage to Checked Baggage unless the person entitled to delivery complains to the Carrier forthwith after the discovery of the Damage, and at the latest, within seven days from the date of receipt; and in the case of delay, unless complaint is made within twenty-one days at the latest as of the date on which the Baggage was delivered. Every complaint must be made in writing and dispatched within the time limits above.

17.2 LIMITATION OF ACTION

Any rights to damages shall be waived if an action is not brought within two years as of the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which carriage stopped.

ARTICLE 18

MODIFICATION AND WAIVER

No agent, employee, or representative of the Carrier has authority to alter, modify, or waive any provision of these Conditions of Carriage.

REFERANCE LANGUAGE

These Conditions of Carriage are reproduced in several languages. If there is any inconsistency between the Turkish text and a non-Turkish text, the Turkish text will apply unless applicable local law requires otherwise.

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