

**BEFORE THE  
U.S. DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C.**

DEPARTMENT OF TRANSPORTATION

98 MAR -5 AM 11:13

DOCKET SECTION

Application of )

NOVA AIRLINES AB )

For an exemption from 49 U.S.C. § 41301 )

OST-98-3509

-3

**SUPPLEMENT NO. 2 TO  
APPLICATION OF NOVA AIRLINES AB  
FOR AN EXEMPTION**

Communications with respect to this document should be addressed to:

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Counsel for  
Nova Airlines AB

March 5, 1998

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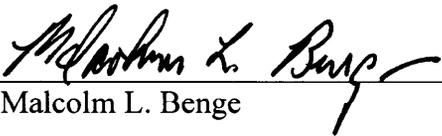
**OST-98-3509**

**SUPPLEMENT NO. 2 TO  
APPLICATION OF NOVA AIRLINES AB  
FOR AN EXEMPTION**

Nova Airlines AB (“Novair”) hereby further supplements its application for an exemption filed with the Department on February 18 pursuant to Subpart D of the Procedural Regulations. Novair is supplementing its application in order to submit an executed agreement with the Department waiving liability limits under the Warsaw Convention in accordance with the Montreal Agreement. A facsimile of the executed waiver (DOT Form 4523), as well as two duplicates thereof, are attached hereto as Exhibit NOVAIR – 600.

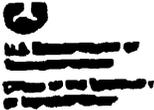
Respectfully submitted,

ZUCKERT, SCOUTT & RASENBERGER,  
L.L.P.

By:   
Malcolm L. Bengel

Counsel for  
Nova Airlines AB

March 5, 1998



**AGREEMENT**

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 24th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

**"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of [certain (name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

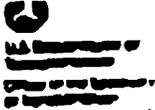
3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1965, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

\* Either alternative may be used.

NOVA AIRLINES AB  
  
Thomas Rosenqvist  
President



**AGREEMENT**

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

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- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$50,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

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Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain (name of carrier) and certain other carriers parties to such special contracts for death or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1965, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

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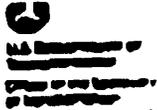
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NOVA AIRLINES AB

*Thomas Rosenqvist*

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Thomas Rosenqvist  
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\* Either alternative may be used.

NOVA AIRLINES AB  
  
Thomas Rosenqvist  
President

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served on this 5th day of March, 1998 by first class mail, postage prepaid, on the parties set forth below in accordance with the rules of the Department of Transportation.

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**Amerijet International**

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**Emery Worldwide Airlines**

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**Tower Airlines**

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& Dunn  
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**Trans World Airlines**

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Washington, D.C. 20006

**United Air Lines**

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**United Parcel Service**

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Kelley, Drye & Warren  
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Washington, D.C. 20036

**World Airways**

Vance Fort  
Executive Vice President  
& General Counsel  
World Airways  
13873 Park Center Road  
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**Premiair A/S**

Joshua I. Romanow  
Winthrop, Stimson, Putnam & Roberts  
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**Air Nova**

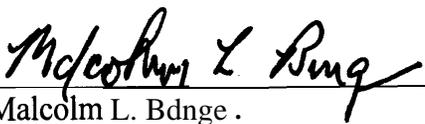
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**Federal Aviation Administration**

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**Miami, Florida**

Gary Dellapa  
Director  
Dade County Aviation Department  
P.O. Box 592075 AMF  
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Malcolm L. Bdng .