

GENERAL CONDITIONS OF CARRIAGE FOR INTERNATIONAL PASSENGER AND BAGGAGE

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ARTICLE 1 DEFINITIONS

As used in these conditions of carriage, terms shall be defined as follows;

1. "APV" means Air Philip Incorporated.
2. "Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier
3. "Carriage", which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitously or for reward.
4. "Carrier" means air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or his/her baggage thereunder, or perform or undertake to perform and other services related to such air carriage.
5. "Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereinafter called the "Warsaw Convention") or that Convention as amended at the Hague, September 28, 1955 (hereinafter called the "Warsaw Convention as amended at the Hague, 1955"), or Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999 (hereinafter called the "Montreal Convention"), whichever may be applicable.
6. "International Carriage" (Except when the Convention is applicable) means any carriage in which, according to the contract of carriage, the place of departure, and any place of landing are situated in more than one country. As used in this definition, the term "country", which is equivalent to "state", includes all territory subject to the sovereignty, suzerainty, mandate, authority, or trusteeship thereof.
7. "Tariffs" means APV's fares, rates and charges for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.

8. "Ticket" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, which provides for the carriage of the passenger and his/her baggage, in each case issued by APV or the deputy of APV (hereinafter in these Conditions of Carriage referred to as "Agent"), and including Conditions of Contract, notices and the coupons (including any Flight coupon and Passenger coupon) contained in it.
9. "Electronic Ticket" means the Itinerary/Receipt issued by APV or on our behalf and the Electronic Coupons.
10. "Itinerary/Receipt" means a document or documents AAR issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.
11. "Flight Coupon" means the portion of the Passenger Ticket or the Electronic Coupon in case of an Electronic Ticket, that indicates particular places between which the coupon is good for carriage.
12. "Passenger Coupon" means that portion of the Passenger Ticket constituting the passenger's written evidence of the contract of carriage.
13. "Miscellaneous Charges Order" ("MCO" hereinafter) , or in case of electronic environment, the "ELECTRONIC MISCELLANEOUS DOCUMENT"("EMD" hereinafter), means a document issued by a carrier or its agent, requesting issue of an appropriate Passenger Ticket and Baggage Check or provision of services to the person named in such document.
14. "Normal Fare" means the full fare established for a normal, regular or usual service, the application of which is not dependent upon any specially limited fare rule.
15. "Special Fare" means a fare other than a normal fare. It may be subject to certain conditions such as expiry dates and other special limitations.
16. "Refund Penalty" means the charge that applies to a refund of the Passenger Ticket, depending on the fare types.

17. “No Show Penalty” means the charge that applies to a passenger who does not use the reserved space without notifying the APV a cancellation by the scheduled departure time, or fails to use confirmed space after completing the check in procedures.
18. “Baggage”, which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger. However, in the case of a more than reasonable quantity of the same article, it will be regarded that the articles are for commercial purpose and will not be considered baggage if there is no valid reason in the opinion of APV.
19. “Checked Baggage”, which is equivalent to “registered baggage”, means baggage of which APV takes sole custody and for which APV has issued a baggage check and baggage (claim) tag(s).
20. “Unchecked Baggage”, which is equivalent to hand luggage, is baggage other than checked baggage.
21. “Excess Baggage” means a baggage in excess of the free baggage allowance of a passenger as permitted by APV.
22. “Baggage Tag” means a document issued by carrier solely for identification of the checked baggage, the baggage (strap) tag portion of which is attached by carrier to a particular article of checked baggage and baggage (claim) tag portion of which is given to passenger.
23. “Check-In” means the progress consisting of seat assignment, issuance of boarding pass, baggage acceptance, etc, that is performed by the airline to make passengers ready to board flights.
24. “Check-In Deadline” means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.
25. “Boarding Pass” means a document issued at check-in which admits passenger to

aircraft. It must be presented at the boarding gate.

26. "Group Passengers" means a party of ten or more passengers traveling together at the same time, provided that the reservations of all the passengers have been applied for in advance at the same time.
27. "Days" means calendar days, including Sundays and legal holidays; provided that for the purpose of notification, the day upon which the notice is dispatched shall not be counted; and that for purpose of determining duration of validity, the balance the day upon which the ticket is issued, or flight commenced shall not be counted.
28. "Child" means, for the purpose of discounts for children, a person of 2 years of age or over but under 12 years of age.
29. "Infant" means, for the purpose of discounts for infants, a person under 2 years of age.
30. "Round Trip", which is equivalent to a return journey, means travel from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same, or travel from one point to another and return by an air route different from that used outbound, for which the same normal through.
31. "Circle Trip" means travel from a point and return there to by a continuous, circuitous air route; provided that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.
32. "Open-jaw Trip" means travel which is essentially of a round trip nature but the outward point of departure and inward point or arrival and/or outward point of arrival and inward point of departure of which are not the same.
33. "Destination" means the ultimate stopping place according to the contract of carriage. In the case of round trip or circle trip, the destination is the same place as the point of origin.
34. "Stopover", which is equivalent to a break of journey, means a deliberate interruption of

a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.

35. "Prepaid Ticket Advice (PTA)" means the notification by teletype, commercial wire or mail that a person in one city has requested the issuance of prepaid transportation to a person in another city. Charges provided in applicable tariffs may be collected for the issuance of a prepaid ticket advice (PTA)
36. "Damage" includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.
37. "Consequential Damages" means damages that are reasonable out-of-pocket expenses and other provable damages incurred by passenger as the consequence of the loss, damage, or delay in the delivery of the baggage.
38. "Valuation charge" means a charge imposed when declaring the value of goods that exceeds the amount covered under APV's limitation of liabilities before any damage or loss of a checked baggage occurs.
39. "SDR" means a Special Drawing Right as defined by the International Monetary Fund.
40. "French Gold Francs" means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths.

ARTICLE 2 APPLICATION OF CONDITIONS

1. General

Nothing in these Conditions of Carriage and other applicable tariffs modifies or waives any provisions of the Convention.

2. Applicability

To the extent not in conflict with the Convention and except as excluded by APV's conditions in relation to carriage wholly on its own domestic services, these Conditions of Carriage shall apply to all carriage of passengers and baggage including all services incidental thereto, performed by APV at fares, rates and charges published in connection with these Conditions of Carriage.

3. Gratuitous Carriage

With respect to gratuitous carriage, APV reserves the right to exclude the application of all or any part of these Conditions of Carriage, provided that any such exclusion shall be consistent with all applicable laws, government regulations and orders (including the Convention).

4. Charter Agreement

Carriage of passengers and baggage performed to a charter agreement with APV shall be preferably subject to such charter agreement, and any others not specifically provided in the charter agreement shall be subject to these Conditions of Carriage. The passenger, by accepting the carriage pursuant to a charter agreement shall be regarded as having agreed to the said agreement and these Conditions of Carriage, whether or not he has concluded the charter agreement with APV.

5. Effectiveness

All carriage of passengers and/or baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the flight coupon of the ticket.

6. Amendment without Notice

These Conditions of Carriage and other applicable tariffs shall be subject to amendment without prior notice due to applicable laws, government regulations, orders, requirements, General Conditions of Carriage service improvements and, etc. If the above Conditions of Carriage is amended for any other reasons, the amended Conditions of Carriage shall not be applied to the passengers who purchase the tickets before the amendment.

ARTICLE 3 TICKET

1. General

A ticket will not be issued and in any case APV will not transport the passenger until the passenger has paid the applicable fare or has complied with credit arrangement established by APV.

2. Validity for Carriage

- A. The ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in subparagraph B below and for observing booking class as conditions in subparagraph C. Each flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on “open-date” basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the flight coupons.
- B. A ticket issued at normal fare is valid for carriage for one year from the date of commencement of carriage, or if no portion of the ticket is used, from the date of issuance of the ticket. If the ticket is for or included fare having a shorter period of validity than indicated above, such shorter validity shall apply only in respect to transportation to which such fare applies.
- C. Booking class on the flight coupon shall be the same as booking class in PNR (Passenger Name Record). If booking classes are different from each other, the passengers holding such a ticket can be denied boarding a flight or be allowed to board with charges.
- D. The period of validity of Miscellaneous Charges Order/EMD will be one year from the date of issuance. A Miscellaneous Charges Order/EMD must be presented for a ticket within one year from the date of issuance; otherwise it will not be honored for a ticket.
- E. Tickets expire at midnight on the date of expiration of ticket validity. Travel on the

last continuous portion by the last flight coupon of the ticket must be commenced prior to midnight of the date of expiration but may continue beyond, unless otherwise provided in applicable tariffs.

- F. An expired ticket or Miscellaneous Charges Order/EMD will be accepted for refund in accordance with Article 11.

3. Extension of Ticket Validity

- A. Notwithstanding Paragraph 3. 2 above, the validity of a ticket will be extended by APV without additional collection of fare as follows;

- 1) For no longer than 30 days beyond the original limit, when APV:
 - a) cancels or postpones the flight during the period of validity;
 - b) omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
 - c) fails to operate a flight reasonably according to schedule;
 - d) cause the passenger to miss a connection;
 - e) substitutes a different class of services; or
 - f) is unable to provide previously confirmed spaces.

- 2) For no longer than 7 days beyond the original limit, when a passenger who holds a ticket valid for one year is unable to obtain space at time of application to APV.

- B. When a passenger is prevented from traveling by reason of illness

Unless otherwise provided in applicable tariffs, when a passenger is prevented from traveling within the period of validity of his ticket by reason of illness (but not pregnancy), APV will extend the period of validity of such passenger's ticket until the date when he/she becomes fit to travel according to a medical certificate, or until the first service of the class of APV, for which the fare has been paid, on which space is available after such date from the point where the journey is resumed or from the last connecting point. Provided that, when the flight coupons remaining in a ticket having a one-year validity involve one or more stopovers, the validity of such ticket

will be extended for not more than 3 months from the date shown on the certificate. In such circumstances, APV will extend similarly the period of validity of tickets of persons traveling with an incapacitated passenger.

- C. When a passenger dies en route, the validity of the tickets of the accompanying immediate family or other persons accompanying the passenger may be extended by not more than 45 days after the date of death.
- D. When a ticket is sold at a special fare containing minimum-stay requirements, the minimum-stay requirement will be waived on presentation of a death certificate or a copy thereof for passengers who are;
- 1) members of the immediate family of a passenger who dies en route, or
 - 2) other persons actually accompanying a passenger who dies en route.
- E. If a passenger holding a special fare ticket with a minimum-stay requirement desires to commence the return travel before the expiry of the minimum-stay period owing to the death of an immediate family member not accompanying the passenger, and a death certificate or a copy thereof is not immediately available, the passenger will be entitled to a refund of the additional amounts paid to permit earlier return, on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.
- F. When a ticket is sold at a special fare containing a minimum-stay requirement, the minimum-stay requirement will be waived when the passenger by reason of illness, substantiated by a medical certificate attesting to the illness of such passenger after passenger's commencement of travel, desire to commence return travel prior to the minimum-stay period. The passenger will be permitted to return at the special fare paid. The ticket must be endorsed "Early Return Account Illness of (name of passenger)" A copy of the medical certificate must be retained in the files for a minimum period of 2 years.

4. Coupon Sequence and Use

- A. The ticket you have purchased is valid only for transportation as shown on the Ticket, from the place of departure via any agreed stopping places to the destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity or be refunded if all the Coupons are not used in the sequence provided in the Ticket.
- B. Should you wish to change any aspect of your transportation you must contact APV in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact APV as soon as practicable and APV will use reasonable efforts to transport you to your next stopover or final destination for tickets issued by APV, without recalculation of the fare. If all the Coupons are not used in the sequence due to Force Majeure, the unused Coupons prior to the transportation will lose its validity or be refunded.
- C. Should you change your transportation without our agreement, APV will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. APV will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.
- D. Please be aware that while some types of changes will not result in a changed fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- E. Except in the case of an electronic ticket, a passenger shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. In case of an

electronic ticket, a person shall not be entitled to be carried on a flight unless that person provide positive identification and has a ticket valid and duly issued in accordance with Carrier's Regulations and contained in Carrier's database.

5. Absence, Loss or Irregularities or Ticket

APV will refuse carriage to any person not in possession of a valid ticket. In case of loss or presentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed. APV will not accept a ticket of any part of it is mutilated or if it has been altered or erased by other than carrier or if it is presented without the passenger coupon and all unused flight coupons.

Notwithstanding the foregoing APV will issue at the passenger's request a new ticket with the collection of service charge to replace the lost one upon receipt of proof of loss satisfactory to APV and if the circumstances of the case in APV's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by APV, to indemnify for any loss or damage which APV may sustain by reason thereof.

6. Non-Transferability

- A. A Ticket is not transferable.
- B. Some Tickets are sold at discounted fares which may be partially or completely nonrefundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- C. If you have a Ticket, as described in B above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise APV and furnish evidence of such Force Majeure, APV will provide you with a credit of the non-refundable amount of the fare, for future travel on APV by the same person, subject to deduction of a reasonable administration fee.
- D. APV shall not be liable to the person entitled to be transported or to the person

entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, APV will not be liable for death or injury of such unauthorised person or for the loss, destruction, damage, or delay of such unauthorised person's baggage or other personal property arising from or in connection with such unauthorised use.

ARTICLE 4 STOPOVER

1. Permission of Stopover

- A. In case of a passenger holding a ticket issued at the normal fare, stopovers within the period of ticket validity will be permitted at any scheduled stop unless government requirements or applicable tariffs don't permit such stopover.

- B. In case of passengers holding tickets issued at special fare, stopovers will be subject to the limitations, prohibitions or additional stopover charges as provided in the applicable tariffs of APV.

2. Prior Arrangement

Stopovers shall be arranged with APV in advance and specified in the passenger ticket.

ARTICLE 5 FARES, CHARGES AND ROUTINGS

1. Applicable Fares and Charges

- A. Except as otherwise provided in applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by APV, and shall be those in effect on the date on which full payment is made, for travel on specific dates and journey shown on ticket. When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate.
- B. Published fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and do not include ground transfer service with airport areas or between airports or between airport and downtown except where applicable tariffs specially provide that such ground transfer service will be furnished without additional charge.
- C. In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with fares and charges in effect on date on which the change is made and is reflected on the ticket.
- D. Except as otherwise provided in applicable tariffs, direct fares published in tariffs take precedence over any combination of intermediate fares applicable to the same class of service between the same points.
- E. Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class provided that, when a passenger cannot be accommodated in one seat because of his size. If the passenger reserves two seats in advance, twice the applicable fare must be charged.

2. Construction of Unpublished Fares

When the fare between any two points is not specially published, such fare will be constructed as provided in applicable tariffs.

3. Routings

Except as otherwise provided in applicable tariffs, fares apply in either direction and only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger, prior to issuance of the ticket, may specify the routing, and in respect to any open-date portion of such ticket, may specify an optional routing; if no routing is specified APV may determine the routing.

4. Payment of Fares and Charges

A. Currency of Payment

Subject to currency exchange laws, government regulations and acceptability to APV, payment of fares and charges may be made in a currency other than the currency in which the fares or charges is published.

B. Applicable Rate of Exchange

The rate of exchange determined by APV will be used to convert the published fare of charge into the selling currency unless otherwise provided in applicable tariffs.

ARTICLE 6 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS

1. Changes Requested by Passenger

A. At the passenger's request, APV will effect a change in the routing (other than the point of origin), carrier(s), class(es) of service, destination, fare or validity specified in an unused ticket, flight coupon(s) or Miscellaneous Charges Order/EMD by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or Miscellaneous Charges Order/EMD, provided that;

- 1) APV issued the original ticket, Miscellaneous Charges Order/EMD, or
- 2) APV is the carrier designated in the "via carrier" box, or no carrier is designated in the "via carrier" box, of the unused flight coupon or Miscellaneous Charges Order/EMD for the first onward carriage from the point on the route the change is to commence; however, where the carrier who issued the ticket is designated as carrier for any subsequent section(s) and has an office or general agent who is authorised to make endorsements, at the point on the route where the change is to commence or where the passenger makes his request for such change, APV shall obtain such issuing carrier's endorsement;
- 3) APV has received written or telegraphic authority to do so from the carrier entitled to effect the change.

B. When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs.

C. In the case of a ticket or Miscellaneous Charges Order/EMD issued pursuant to a Prepaid Ticket Advice, the authorization to make endorsement shall not apply to the carrier issuing such document but shall remain with the carrier issuing the Prepaid Ticket Advice.

D. The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued

on the date of sale of the original ticket or Miscellaneous Charges Order/EMD.

2. Involuntarily Revised Routings

A. In the event APV cancels a flight, fail to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stopover, is unable to provide previously confirmed space, or the passenger is refused carriage or removed in accordance with Article 8. 3. APV will either;

- 1) carry the passenger in another flight of APV on which space is available,
- 2) endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting.
- 3) reroute the passenger to the destination or point of stopover shown on the ticket or applicable portion thereof by its own or other transportation services; or
- 4) make involuntary refund in accordance with Article 11. 3.

B. In the event a passenger misses an onward connecting flight of APV on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and APV shall not be liable for such missed connection.

ARTICLE 7 RESERVATIONS

1. General

A ticket will be valid for the flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof, or Miscellaneous Charges Order/EMD, or who wished to change his ticketed reservations to other reservations shall not be entitled to any preferential right with respect to the obtaining of reservations.

2. Conditions of Reservation

- A. A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservations agent of APV, and a record of the confirmed space is reflected in APV's reservations system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by APV, APV will cancel the reservations at any time without notice.

- B. APV may change pre-assigned seat without any notice under unavoidable circumstances such as flight cancellation, delay or change of aircraft. APV does not guarantee allocation of any particular space in the aircraft.

3. Reconfirmation of Reservation

- A. Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. APV will advise you when APV require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, APV may cancel your onward or return reservations. However, if you advise APV that you still wish to travel, and there is space on the flight, APV will reinstate your reservations and transport you. If there is no space on the flight APV will use reasonable efforts to transport you to your next or final destination.

- B. You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you should reconfirm with the carrier whose code appears for the flight in question on the Ticket.

4. Communication Charges

The passenger will be charged for any communication charge paid or incurred by APV or telephone, telegraph, radio or cable arising from a special request of the passenger concerning a reservation.

5. Cancellation of Reservation

A. Please be advised that in the event you do not show up for confirmed flight without advising APV in advance, APV may cancel your return or onward reservations. However, if you do advise APV in advance, APV will not cancel your subsequent flight reservations.

B. APV may, at its own discretion, cancel a part of the passenger's reservations without notice to the passenger or its agent if two or more seats are reserved for the passenger in the same reservation record and if:

- 1) multiple reservations have identical on-board segment as well as boarding date;
- 2) it is reasonably considered that passenger cannot use all of the flights because the on-board segments are identical and each boarding date is within 7 days of the earliest departure date;
- 3) it is reasonably considered that the passenger cannot use all of the reserved flights.

6. Reservation Cancellation by Passenger and No-Show Penalty

A. A passenger who wishes to cancel his or her confirmed seat must notify APV or its authorized agent of the cancellation by the scheduled departure time of the flight.

B. When a passenger does not notify the APV of cancellation by the scheduled departure time and fails to use his or her confirmed space, APV will collect a no-show penalty as separately stipulated by APV.

- 1) When a passenger does not notify the APV of cancellation by the scheduled departure time and fails to use his or her confirmed space, or fails to board the flight after check-in, APV will collect a no-show penalty as separately stipulated

by APV.

- 2) When a passenger fails to cancel the flight in advance due to passenger's condition, APV will collect a refund penalty and a no-show penalty.

7. Personal Information

A passenger or its agent should furnish APV with the required passenger's personal information (name, telephone number, address, credit card number, etc.) for requesting flight reservation or any other services that may or may not be provided through APV. In order to provide the requested services or products, APV may share the passenger's personal information with any of its own offices, its agents, other carriers, other affiliated companies, and the providers of services, and that may provide the passenger's personal information with the government authorities or other agencies concerned to comply with all laws, regulations, orders, demands of countries to be flown from, to or over.

ARTICLE 8 LIMITATION OF CARRIAGE

1. Carriage of Unaccompanied Children and Infants

Children and Infants will not be accepted for travel unless accompanied by a parent or guardian in the same compartment.

2. Carriage of infants

In case of child is after 24 months when after begin the first journey of the ticket, a seat must be assigned in advance and the child fare will be redeemed.

3. Refusal, Cancellations or Removal

- A. APV, in the exercise of its reasonable discretion, may refuse to carry a passenger or his/her baggage, if it has notified him/her in writing that it would not at any time after the date of such notice carry such a passenger on its flights.
- B. APV may refuse to carry, cancel the reserved space of, or remove en route any passenger when in the exercise of its reasonable discretion:
- 1) Such action is necessary for reason of safety;
 - 2) Such action is necessary to prevent violation of any applicable laws, regulations or orders of any state or country to be flown from, into or over;
 - 3) If passenger attempts to enter or transit into a country with insufficient documents or destroys/alters/counterfeits documentation or refuses to submit travel documents to be held by APV in exchange of a receipt upon APV's request;
 - 4) The conduct, age or mental or physical condition of the passenger is such as to;
 - a) require special assistance of APV
 - b) cause discomfort or make himself objection to other passenger, or
 - c) involve any hazard or risk to himself or to other persons or to property
 - 5) The passenger refuses on request to produce positive identification;

- 6) The passenger refuses to permit search of his/her person or property for explosives or a concealed, deadly or dangerous weapon or articles; or
 - 7) The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;
 - 8) The passenger has committed misconduct on a previous flight, and APV has reason to believe that such conduct may be repeated;
 - 9) The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than APV or its authorized agent, or has been reported as being lost or stolen, or is a counterfeit;
- C. If question arises of any aircraft being overloaded due to APV's fault, APV shall induce a passenger to give up his/her seats voluntarily. Despite of APV's efforts to minimize passengers who are given up involuntarily, if there is no volunteer, APV shall decide which passengers will be carried in accordance with a specified rules that APV has established. This rule does not apply to the transportation vulnerables such as a passenger with an infant, pregnant woman, and disable person. APV shall compensate a passenger for involuntary abandonment in accordance with Consumer Dispute Resolution standards of Fair Trade Commission.

4. Conditional Acceptance for Carriage

- A. APV will carry, subject to the applicable tariffs and the related regulations, a passenger whose status, age, or mental or physical condition may involve any hazard or risk to himself or herself, on the condition that it will not be liable for any injury, illness or disability or any aggravation or consequences thereof, including death, caused by such status, age, or mental or physical condition.
- B. Acceptance for carriage of people with illness, pregnant women or others requiring special assistance is subject to prior arrangement with APV.
- C. The passenger with disabilities who has advised APV of the disability and any special requirements in advance and been accepted by APV, shall not subsequently be refused carriage on the basis of such disability or special requirements. Passengers who are

incapacitated persons or passengers who need special assistance, shall notify APV in advance and APV shall try its best to assist such passengers. However, due to any applicable laws, regulations or orders, aircraft facilities, and, etc, carriage of such passengers may be limited.

5. Conducts Aboard Aircraft

A. If a passenger conducts himself/herself aboard the aircraft one of the following, APV may take such measures as it deems necessary to prevent continuation of such conduct, including restraint. Such a passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft;

- 1) Ruckus behaviors like using abusive language, singing loudly
- 2) Smoking
- 3) Endangers to any person after drinking alcohol or drug consumption
- 4) Behavior that casue sexual humiliation to any person
- 5) Using electronics as violation of 「Civil Aviation Act」 Enforcement regulation Article 214
- 6) Attempt to get in to flight deck without permission of Captain
- 7) Disturbance to Aircrew's work as using deceptive plan or power
- 8) Endangers the aircraft or any person or property on board
- 9) Behavior, except above actions, which would disturb the safety in flight operation judging by the aircrew.

B. The passenger shall be liable for any damages incurred as result of any of the conducts referred to in Paragraph A above.

6. Electronic Devices

For safety reasons, APV may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular phones, portable televisions, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices including radio controlled toys and walkie-talkies.

7. Unauthorized Passage

Where a passenger has been carried with an invalid or forged ticket, a ticket issued in the

name of someone other than the passenger, or other passenger's lost ticket, or carried at a special discount of fare falsely representing him/her as the eligible for the individual discounted fares established by APV, such conducts shall be considered to constitute unauthorized passage and the passenger shall be charged at least twice of the normal adult fare applicable to the portion of the involved passage.

ARTICLE 9 BAGGAGE

1. Movement of Baggage

A checked baggage will be carried on the same flight as a passenger; however when the carriage is deemed impracticable because of aircraft loading status or other reasons beyond APV's control, the baggage will be carried on another flight on which space is available, with the consent of the passenger.

2. Inspection of Baggage

APV may inspect the contents of a passenger's baggage in the presence of the passenger or a third party designated by the passenger, whenever he/she deems it necessary to do so for the purpose of security or any other reason.

3. Restricted Baggage

A. Except as otherwise permitted by APV, the articles listed below shall not be accepted for carriage as a passenger's baggage;

- 1) Any article the loading on aircraft or transferring of which is "prohibited" by laws or government orders or request:
- 2) Any article which is likely to endanger or cause inconvenience to the aircraft, persons or property: or
- 3) Any fragile or improperly packed article.

B. Currency, banknotes, securities, stamps, jewelry, art works, curios, samples, documents or other high-valued articles shall not be accepted for carriage as checked baggage.

4. Free Baggage Allowance

A. A passenger paying the adult fare shall be granted the checked baggage allowance of 15 kg (33 pounds).

B. A passenger may carry a hand baggage without additional charges that is suitable for placing in closed overhead rack or under the passenger's seat with maximum three dimensions (the sum of the three dimensions of all such carry on items) not more

than 75 cm (35 cm, 25 cm, 15 cm) and weight of not more than 8kgs (17pounds), only when they are placed in the passenger's sole custody. A baggage exceeding such maximum dimensions and/or weight will be carried as a checked baggage.

- C. The provisions in Paragraph 1, 2, 5 will also apply to infant or child paying 75 % of the NORMAL FARE.
- D. Infants not entitled to a seat shall be allowed one checked bag(piece), provided that the weight does not exceed 10 kilograms, plus one checked or carry-on fully collapsible stroller/ push-chair or infants carrying basket or infants car seat, which may be carried in the passenger cabin subject to the availability of space.
- E. As more than two passengers travelling as one group to a common destination or point of stopover by the same flight, if they request, the passengers shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowance. Baggage weight in excess of the combined free baggage allowance shall be subject to excess baggage charges, and the total weight can be combine regardless of the number of pieces.
- F. The allowance of free baggage may be changeable according to the grade, section and item of the fare paid by a passenger and the size and weight, item can be restricted for the reason of security and safety etc.

5. Carried In Cabin

- A. Articles listed below may be carried in cabin by a passenger when retained in the passenger's custody.
 - 1) A small handbag, purse, briefcase
 - 2) Reasonable amount of reading materials
 - 3) An overcoat, wrap or blanket
 - 4) A small camera, a pair of binoculars

- 5) Infant's food for consumption in flight
- 6) An umbrella or a walking stick
- 7) A fully collapsible wheelchair, a pair of crutches, braces and other prosthetic devices for the
- 8) Laptop computer

B. Any of other articles than Paragraph 1 above shall not be carried in cabin, unless otherwise permitted by applicable laws, government orders or APV's rules and regulations.

6. Excess Baggage Charges

- A. Any weight of a passenger's baggage in excess of the allowable weight limit as provided in Paragraph 4 above shall be subject to excess baggage charge established by APV, upon issuing an excess baggage ticket therefore.
- B. When determining total weight of excess baggage, a weight of 0.5 kilogram or more shall be rounded up to 1 kilogram, and a weight less than 0.5 kilogram shall not be counted.

7. Refund of Excess Baggage Charges

- A. If a passenger cancels the carriage of baggage before the scheduled departure time of the flight, the full amount of excess baggage charge paid will be refunded.
- B. If a passenger cancels the carriage of baggage after the limit provided above APV shall be under no obligation to refund the excess baggage charge paid, except where APV fails to fulfill part or the entire contract of carriage with the passenger.

8. Carriage of Specific Animals

- A. In addition to passenger's free baggage allowance, a seeing-eye dog accompanied by a blind passenger or hearing dog accompanied by a deaf passenger may be carried in cabin free of charge, subject to following conditions ;

- 1) Such animal must not occupy a seat.
- 2) Such animal must not cause discomfort, inconvenience or hazard to other passenger.
- 3) APV shall not be liable for any damage caused by the death, wounding or illness of such animals, unless it is proved that the damage was caused by the willful misconduct or other wrongful act of APV ; and
- 4) The passenger accompanying such animal shall be liable for any damage to other passenger or property caused by the animal.

B. Except as provided in Paragraph A of the provisions in Paragraph 8 above, pets accompanying passengers are limited to boarding and reservations due to our aircraft specifications (ERJ-145).

9. Excess Value Charges

- A. A passenger may declare in advance the value of baggage and other property in excess of the limit of liability as listed in Paragraph 3. G. 2) of ARTICLE 17.
- B. When such declaration is made, an excess value charge for the value in excess of the limit of liability shall be assessed at the rate of 50 WON (exclusive of value added tax) per each 10,000 WON or fraction thereof, mentioned in Paragraph 3. G. 2) of ARTICLE 17. However, any baggage or other property whose value so declared exceeds 2,500,000 WON per passenger shall not be accepted for carriage unless advance arrangements have been made with APV.

10. Refund of Excess Value Charges

- A. When APV fails to fulfill all or part of the contract of carriage, or a passenger cancels his/her confirmed space before the departure time of the flight, the full amount of excess value charge paid will be refunded.
- B. When a passenger cancels his/her travel after the departure of flight, no excess value charge paid will be refunded.

11. Delivery of Checked Baggage

- A. Checked baggage shall be delivered to the bearer of such tag upon presenting to APV the baggage (claim) tag issued by APV for the carriage of the baggage.
- B. Delivery of baggage shall be made only at the point of destination specified in the baggage (claim) tag. However, upon request from the bearer of baggage (claim) tag, APV may deliver checked baggage at the place of departure unless time and other circumstances don't permit.
- C. APV shall be under no obligation to ascertain whether the bearer of baggage (claim) tag is the person entitled to delivery of such baggage, and shall not be liable for any damage caused to the passenger by APV's failure so to ascertain.
- D. At the time of baggage delivery by APV in accordance with the above provisions, acceptance of baggage by the bearer of the baggage (claim) tag without written complaint is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

12. Lost Baggage(Claim) Tag

In the event that a passenger has lost baggage (claim) tag, APV may deliver the baggage only on condition that such person establishes to APV's satisfaction his/her right thereto and that such person shall furnish adequate security to indemnify APV and be liable for any damage incurred by APV as a result of such delivery.

13. Disposal Of Undelivered Baggage

In the event that baggage is unclaimed within two week after its arrival at the destination, APV may dispose of the baggage as it considers appropriate; provided that fish or other perishables may be disposed of if unclaimed within 24 hours after its arrival at the destination.

ARTICLE 10 SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHT

1. Schedules

- A. The times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice and APV assumes no responsibility for making connections. APV will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of APV is authorised to bind APV by any statements or representations as to the dates or times of departure or arrival, or of the operation of any flight.
- B. When APV issues your ticket, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible APV may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide APV with contact information, APV contacts a passenger by SMS, e-mail, or post, in order to notify the change of flight schedule with responsibility. In case the notice on the changes of the flight time has not been reached to passenger due to the causes attributable to the passenger, including but not limited to providing incorrect contact information or not providing updated contact information, APV shall not be liable for any losses or damages arising out of such result. If, after you purchase your Ticket, APV make a significant change to the scheduled flight time, which is not acceptable to you, and APV are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 11. 3.

2. Cancellations

- A. APV may, without notice, substitute alternate carrier or aircraft.
- B. APV may without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket; While APV shall be lie for failure or delay of flights as a

result of carrier's willful misconduct or negligence, as set forth in the applicable tariffs, regulations and Conditions of Carriage herein.

- 1) Because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact; or
 - 2) Because of any fact not to be foreseen, anticipated or predicted; or
 - 3) Because of any government regulation, order, demand or requirement; or
 - 4) Because of shortage of labor, fuel or facilities, or labor difficulties of APV or others.
- C. APV may cancel the right or further right of carriage of the passenger and his baggage upon refusal of the passenger, after demand by APV, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid, if any.

ARTICLE 11 REFUNDS

1. General

Refund by APV for an unused ticket or portion thereof or Miscellaneous Charges Order/EMD will be made in accordance with the following conditions, except as otherwise provided in Paragraph 5. Below:

- A. Application for refund should be made during the period of validity of the ticket or Miscellaneous Charges Order/EMD, and APV will refuse refund when application therefor is made more than 30 days after expiration date of the ticket or Miscellaneous Charges Order/EMD.
- B. Person requesting refund must surrender to APV all unused flight coupon(s) of the ticket or Miscellaneous Charges Order/EMD excluding Electronic Ticket.
- C. Except as provided below, refund will be made to the person named as the passenger on the ticket or Miscellaneous Charges Order/EMD.
 - 1) Refund of the tickets or Miscellaneous Charges Order/EMDs issued:
 - a) Under the Universal Air Travel Plan will be made to the account of subscriber against whose Air Travel Card they were issued.
 - b) Against a Government Transportation Request will be made to the government agency which issued the Government Transportation Request.
 - c) Against a commercial credit card will be made only to the commercial credit card account of the person to whom such credit card has been issued.
- D. Refund made in accordance with this rule to a person representing himself as the person, company or travel agent named or designated in the document presented for refund will be a valid refund and APV will not be liable to the true person for another refund.

- E. APV may refuse refund on a ticket which has been presented to government officials of a country or to APV as evidence of intention to depart therefrom unless the passenger establishes to APV's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.

2. Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the ticket or Miscellaneous Charges Order/EMD was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will be made in the currency in which the fare was paid, or in lawful currency of Korea or of the country where the refund is made or in the currency of the country in which the ticket or Miscellaneous Charges Order/EMD was purchased, in an amount equivalent to the amount due in the currency in which the fares were originally collected. However, when requested to refund in Korea, the refund will be basically made in lawful currency of Korea, which is Korean Won.

3. Involuntary Refund

- A. For the purpose of this paragraph, the term "Involuntary Refund" means any refund made because the passenger is prevented from using the carriage provided for in his ticket because of cancellation of flight, or inability of APV to provided previously confirmed space, or substitution of a different type of equipment or class of service by APV, or missed connections, or postponement or delay of flight, or omission of scheduled stop, or refusal to carry under conditions prescribed in Article 8. 3.

- B. The amount of an involuntary refund will be as follows:

- 1) When no portion of the trip has been made, the amount of refund will be the amount of fare paid.
- 2) When a portion of the trip has been made, the amount of refund will be the amount computed as shown below,
 - a) Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round trip

or circle trip tickets, one-half of the round trip fare less the same rate of discount, if any) and charges applicable to the unused transportation from the point of termination to the destination or stopover point named on the ticket or to the point at which transportation is to be resumed; or

- b) The difference between the amount of fare paid and the amount of fare for the transportation used.

4. Voluntary Refund

A. The term “Voluntary Refund”, for the purpose of this paragraph, means any refund of a ticket or Miscellaneous Charges Order/EMD other than “Involuntary Refund” as defined in Paragraph 3. A above.

B. The amount of a voluntary refund will be as follows:

- 1) When no portion of the trip has been made, the amount of refund will be the amount of fare paid, less any applicable service charge or cancellation fees.
- 2) When a portion of the trip has been made, the amount of refund will be the difference, if any, between the full amounts of fare paid and the amount of fare and charges applicable between the points between which the ticket has been used, less any applicable service charges or cancellation fees.

C. When the refunding of any portion of ticket would result in such ticket having been used between points where carriage of traffic is prohibited, the refund, if any, shall be determined in accordance with Subparagraph B. 2) above as if such ticket had been used to a point beyond, to which carriage of traffic is not prohibited.

5. Refund on Lost Ticket

The following provisions will govern refund of a lost ticket or unused portion thereof:

- A. Refund application must be made not more than 30 days after the expiration date of the lost ticket. Refund will only be made provided that the lost ticket or lost portion thereof has not been honored for transportation of, or refunded upon surrender by,

any person prior to the time the refund is made and further provided that the passenger agrees to indemnify APV and hold APV harmless against any and all loss, damage, claim or expense, including (but without limitation) reasonable attorney fees, which APV may suffer or incur by reason of the making of such refund and/or the subsequent presentation of said ticket(s) for transportation, refund or any other use whatsoever.

B. If you furnish APV with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made on one of the following bases, whichever is applicable:

1) If no portion of the ticket has been used:

- a) If the passenger has not purchased a replacement ticket, refund will be the full amount of the fare paid;
- b) If the passenger has purchased a new(replacement) ticket, APV will refund the amount of fare paid for such new ticket to the passenger provided that the ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket. If the passenger has purchased a replacement ticket with different conditions, APV will refund amount calculated according to the applicable tariffs.

2) If a portion of the ticket has been used;

- a) If the passenger has not purchased a replacement ticket, refund will be the difference, if any, between the full amount of fare paid and the amount of fare and charges applicable between the points between which the ticket has actually been used;
- b) If the passenger has purchased a new (replacement) ticket, APV will refund the amount of fare paid for such new ticket to the passenger provided that the ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket. APV will refund amount calculated according to the applicable tariffs.

- 3) The refunds described in the provisions of 1) and 2) will be subject to any expenses incurred by APV as a result of such loss.
- C. If APV or our authorised Agent loses the Ticket or portion of it, the replacement or refund of the lost ticket shall be our responsibility.
- D. The foregoing provisions shall also apply to lost Miscellaneous Charges Order/EMD.

ARTICLE 12 RESERVATION CANCELLATION BY PASSENGER AND NO-SHOW PENALTY

1. Reservation Cancellation by Passenger

A passenger who wishes to cancel his/her confirmed seat must notify APV of the cancellation by the scheduled departure time of the flight

2. No-Show Penalty

- A. When a passenger does not notify the APV a cancellation by the scheduled departure time and fails to use his/her confirmed space, the APV will collect a no-show penalty as aeparately stipulated by APV.

- B. If a passenger do not cancel the ticket segment before departure by their own reason, APV is going to charge a refund penalty and also no-show penalty.

ARTICLE 13 GROUND TRANSFER SERVICES

Except as otherwise specified in applicable tariffs, APV does not maintain, operate or provide ground transfer service within airports or between airport and downtown. Except where ground transfer service is directly operated by APV, it is agreed that any such service is performed by independent operators who are not and shall not be deemed to be agents or servants of APV. Anything done by an employee, agent or representative of APV in assisting the passenger to make arrangements for such ground transfer service shall in no way make APV liable for the acts or omissions of such an independent operator. In case where APV maintains and operates for its passenger such ground transfer services, the terms, conditions, rules and regulations of APV, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such ground transfer services. No portion of the fare shall be refundable in the event ground transfer services are not used.

ARTICLE 14 HOTEL ACCOMMODATIONS AND IN-FLIGHT MEALS

1. Hotel Accommodations

- A. Hotel expenses are not included in passenger fares.

- B. In the case of scheduled overnight or other stops on through flights, hotel accommodation may be borne by APV at its option.

- C. When requested by passengers, APV may make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses, incurred by APV or its representatives, in arranging or attempting to arrange, for reservations will be chargeable to passengers

2. In-Flight Meals

In-flight meals may be offered with or without charge, and may not be offered in some routes.

3. Arrangement Made by APV

In making arrangements for hotel or other housing and board accommodation for passengers, whether or not the cost of such arrangements is for the account of APV, APV acts only as agent for the passenger and APV is not liable for loss, damage or expense of any nature whatsoever incurred by the passenger as a result of or in connection with the use by the passenger of such accommodation or the denial of the use thereof to the passenger by any other person, company or agency.

ARTICLE 15 TAXES, FEES AND CHARGES, ETC.

Applicable taxes, fees and charges imposed by government or by the operator of an airport collectible from a passenger will be in addition to the published fares and charges. The service charges, fees and other collectible charges due to the changes in any circumstances imposed by APV will be also collected in addition to the published fares and charges. If a new tax, fee or charge is imposed even after ticket issuance, a passenger will be obliged to pay it.

ARTICLE 16 ADMINISTRATIVE FORMALITIES

1. Compliance with Regulations

The passenger must comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into or over, and with all rules, regulations and instructions of APV. APV shall not be liable for any aid or information given by any agent or employee of APV to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing, or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

2. Passports and Visas

- A. The passenger must present all exit, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. APV will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents are not complete. APV is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to APV because of passenger's failure to comply with this provision, the passenger shall Indemnify APV therefor.
- B. Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever APV, on government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. APV will apply to the payment of such fares any funds paid by the passenger to APV for unused carriage, or any funds of the passenger in the possession of APV. The fare collected for carriage to the point of refusal or deportation will not be refunded by APV.

3. Customs Inspection

If required, the passenger must attend inspection of his baggage, checked or unchecked, by customs or other government officials. APV accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to APV because of the passenger's failure to observe this condition, the passenger shall indemnify APV therefor.

4. Government Regulations

No liability shall attach to APV if APV in good faith reasonably determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

ARTICLE 17 LIABILITY OF CARRIERS

1. Successive Carriers

Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation.

2. Laws and Provisions Applicable

A. Carriage hereunder is subject to the rules relating to liability and limitations established either by the Warsaw Convention, in case of international carriage as defined by the Warsaw Convention, or by the Warsaw Convention as amended at The Hague, 1955, in case of international carriage as defined by the Warsaw Convention as amended at The Hague, 1995, or in case of international carriage other than that defined by the Convention. For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein.

B. To the extent not in conflict with the provisions of Sub-Paragraph A above, all carriage and other services performed by APV are subject to:

- 1) Applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not “international carriage” as defined in the Convention), government regulations, orders and requirements.
- 2) These Conditions of Carriage and applicable tariffs, regulations and time tables (but not the times of departure and arrival therein specified), which may be inspected at any of its offices and in any airport from which it operates regular services.

C. Carrier’s name may be abbreviated in the ticket and carrier’s address shall be the airport of departure shown opposite the first abbreviation of carrier’s name in the ticket; and for the purpose of the Convention, the agreed stopping places are those places, except the place of departure and the place of

destination, set forth in the ticket and any conjunction ticket issued therewith or shown in carrier's timetables as scheduled stopping places on the passenger's route. A list giving the full name, and its abbreviation of each carrier is set forth in applicable tariffs.

3. Waiver of Liability Limitation and Defenses; Reservation of Rights of Recourse

Except as the Convention or other applicable law may otherwise require:

- A. APV is not liable for any death, injury, delay, loss or claim of whatsoever nature (hereinafter in this Conditions of Carriage collectively referred to as "damage") arising out of or in connection with carriage or other services performed by APV incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of APV and there has been no contributory negligence of the passenger.
- B. Under no circumstances will APV be liable for damage to unchecked baggage not attributable to the negligence of APV. Assistance rendered to the passenger by APV's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.
- C. APV is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond APV's control.
- D. With respect to carriage performed by APV and with respect only to claims made by passengers of APV or members of their families, but not with respect to any claim made by or on behalf of any other party:
 - 1) APV shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as amended at the Hague, 1955 as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention as amended at the Hague, 1955.

- 2) APV shall not avail itself of any defense under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed 113,100 SDRs.
 - 3) Except as otherwise provided in Paragraphs a. and b. hereof, APV reserves all defenses available under the Convention to any such claim. APV also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - 4) Neither the waiver of limits nor the waiver of defenses shall be applicable in respect of claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) however asserted. Such claims shall be subject to the limit in Article 22(1) and to defenses under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955.
 - 5) The sum mentioned in terms of SDR in Subparagraph 2) above shall mean the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies applicable on the date of final judgement by the court, or, in case of other than judicial proceedings, according to the exchange rate of such currencies applicable on the date when the damages to be paid is agreed upon.
- E. The foregoing waiver by APV of the Warsaw Convention as amended at the Hague, 1955 Article 22(1) limit of liability and waiver of Article 20(1) defenses up to 113,100 SDRs, as set forth in paragraphs D. 1) and 2) respectively, shall not apply with respect to any claim made by or on behalf of any passenger or person who has willfully caused the death, wounding or other bodily injury of passenger. As to such claims, APV reserves the right to assert all defenses available under the Convention and other applicable law.
- F. In any event liability of APV for delay of passenger shall not exceed the limitation set forth in the Convention.

G. Any liability of APV for delay, damage or lost is as follows,

- 1) Any liability of APV except 2) below is limited to 250 French Gold Francs or its equivalent (the United States equivalent is approximately USD 20) per kilogram in the case of checked baggage, and 5,000 French Gold Francs or its equivalent (the United States equivalent is approximately USD 400) per passenger in case of unchecked baggage or other property. In the event of delivery to the passenger of part but not all of his checked baggage, or in the event of damage of part but not all of such baggage, the liability of APV with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.
- 2) The liability of APV is 1,131 SDRs for Checked and Unchecked Baggage where the Montreal Convention applies to your journey. In case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.
- 3) When a higher value is declared in advance and additional charges are paid pursuant to applicable tariffs. In that event, the liability of APV shall be limited to such higher declared value. In no case shall APV's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

H. APV is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or the property of APV shall indemnify APV for all losses and expenses incurred by APV as a result thereof.

I. APV is not liable for loss, damage to, or delay in the delivery of electronics such as laptop computers, camcorders, cameras, mobile phones, MP3 players etc. and fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are

- included in the passenger's checked baggage, whether with or without the knowledge of APV.
- J. APV may refuse to accept any articles which do not constitute baggage as such item is defined herein, but if delivered to and received by APV, such article shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of APV.
- K. When APV issues a ticket or checks baggage for carriage over the lines of another carrier, APV does so only as agent of such carrier. APV shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked baggage, not occurring on its own line; and APV shall not be liable for the loss, damage, or delay of checked baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against APV, when APV is the first carrier or the last carrier under the agreement to carry.
- L. APV shall not be liable in any event for any consequential or special damage arising from carriage subject to these Conditions of Carriage and applicable tariffs, whether or not APV had knowledge that such damage might be incurred.
- M. Any exclusion or limitation of liability of APV under these Conditions of Carriage and applicable tariffs shall apply to agents, servants or representatives of APV acting within the scope of their employment and also to any person whose aircraft is used by APV for carriage and his agent, servants or representatives acting within the scope of their employment.

4. Reasons for Claims or Actions

In the carriage of passenger and baggage, any action for damages, however founded, whether in contract or in tort or otherwise, can only be brought subject to the conditions and limits set out in the Convention. However, the Convention shall not affect in determining the persons who have the right to bring suit and what are their respective rights.

ARTICLE 18 TIME LIMITATIONS ON CLAIMS AND ACTIONS

1. Time Limitation on Claims

No actions shall lie in the case of damage to baggage unless the person entitled to delivery complains to an office of APV forthwith after the discovery of the damage or pilferage and at the latest within 7 days from the date of receipt; and, in the case of delay or loss, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his disposal. Every complaint must be in writing and dispatched within the time aforesaid. Where carriage is not “international carriage” as defined in the Convention, failure to give such notice of complaint shall not be a bar to suit where claimant proves that;

- A. It was not reasonably possible for him to give such notice; or
- B. Such notice was not given due to fraud on the part of APV; or
- C. APV had knowledge of damage to passenger’s baggage.

2. Time Limitation on Action

Any right to damages against APV shall be extinguished unless an action is brought within 2 years reckoned from 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 the carriage stopped

ARTICLE 19 OVERRIDING LAW

Insofar as any provision contained against or referred to in the ticket or in the Conditions of Carriage or other applicable tariffs may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

ARTICLE 20 MODIFICATION AND WAIVER

No agent, servant or representative of APV has authority to alter, modify or waive any provision of the contract of carriage or of these Conditions of Carriage or other applicable tariffs unless authorized by a corporate officer of carrier.

ARTICLE 21 ORIGINAL COPIES OF CONDITIONS OF CARRIAGE

The original copies of General Conditions of Carriage for International Passenger and Baggage shall be those published in Korean.