

**GENERAL CONDITIONS OF CARRIAGE
FOR INTERNATIONAL PASSENGER AND BAGGAGE**

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CONTENTS

ARTICLE 1. (DEFINITIONS)	1
ARTICLE 2. (APPLICATION OF CONDITIONS)	5
1. General	5
2. Applicability	5
3. Gratuitous Carriage	5
4. Charter Agreement	5
5. Effectiveness	6
6. Change without Notice	6
7. Code Shares	6
ARTICLE 3. (TICKET)	7
1. General	7
2. Validity for Carriage.....	7
3. Extension of Ticket Validity.....	8
4. Coupon Sequence and Production of Ticket	10
5. Absence, Loss or Irregularities of Ticket	11
6. Non-Transferability	11
ARTICLE 4. (STOPOVER)	11
1. Permission of Stopover.....	11
2. Prior Arrangement.....	12
ARTICLE 5. (FARES, CHARGES AND ROUTINGS)	12
1. Applicable Fares and Charges.....	12
2. Construction of Unpublished Fares	13
3. Routings.....	13
4. Currency of Payment and Applicable Exchange Rate	13
5. Taxes, Fees, and charges etc.	13
ARTICLE 6. (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS)	13
1. Changes Requested by passenger.....	13
2. Involuntarily Revised Routings.....	14
ARTICLE 7. (RESERVATIONS)	15
1. General	15

2. Conditions of Reservations	15
3. Reconfirmation of Reservations.....	15
4. Communication Charges	15
5. Cancellation of Reservations	16
6. Reservation cancellation by passenger and No-Show Penalty	16
7. Arrival of Passengers at Airports.....	16
8. Personal Data.....	17
ARTICLE 8. (LIMITATIONS OF CARRIAGE)	17
1. Refusal, Cancellations or Removal	17
2. Conditional Acceptance for Carriage.....	18
3. Carriage of Unaccompanied Children and Infants	19
4. Code of Conduct in Cabin	19
5. Electronic Devices	20
ARTICLE 9. (BAGGAGE).....	20
1. General	20
2. Checked Baggage.....	21
3. Free Checked Baggage Allowance.....	21
4. Excess Baggage Charges	24
5. Collection and Delivery of Baggage	28
6. Unchecked Baggage: Carry-on Items.....	29
7. Items unacceptable as Baggage.....	30
8. Right of Search	30
9. Excess Value Charges.....	30
10. ANIMALS	31
ARTICLE 10. (SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS).....	32
1. Schedules.....	32
2. Cancellations.....	32
ARTICLE 11. (REFUNDS).....	33
1. General	33
2. Currency	34
3. Refund Handling	34
4. Involuntary Refund	34
5. Voluntary Refund	35
6. Lost Ticket	36

ARTICLE 12. (GROUND TRANSFER SERVICES)	37
ARTICLE 13. (HOTEL ACCOMMODATIONS AND IN-FLIGHT MEALS)	38
1. Hotel Accommodations	38
ARTICLE 14. (ADMINISTRATIVE FORMALITIES)	38
1. Compliance with Regulations	38
2. Passports and Visas	39
3. Customs Inspection	39
4. Government Regulations	39
ARTICLE 15. (LIABILITY OF CARRIERS)	40
1. Successive Carriers	40
2. Laws and Provisions Applicable	40
3. Scope of Liability	41
4. Reasons for Claims or Actions	44
ARTICLE 16. (TIME LIMITATIONS ON CLAIMS AND ACTIONS)	44
1. Time Limitation on Claims	44
2. Time Limitation on Actions	44
ARTICLE 17. (OVERRIDING LAW)	45
ARTICLE 18. (MODIFICATION AND WAIVER)	45
ARTICLE 19. (ORIGINAL COPY OF CONDITIONS OF CARRIAGE)	45

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ARTICLE 1. (DEFINITIONS)

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

1. "AAR" means Asiana Airlines, 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 AAR'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. "CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.
9. "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 AAR or the deputy designated by AAR (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.

10. "PASSENGER TICKET" means those portions of the ticket issued by carrier which provide for the carriage of the passenger.
11. "BAGGAGE CHECK" means those portions of the ticket which provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt for the passenger's checked baggage.
12. "ELECTRONIC TICKET" means the Itinerary/Receipt issued by AAR or on our behalf and the Electronic Coupons.
13. "ELECTRONIC COUPON" means an electronic flight coupon or other value document held in AAR's database.
14. "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.
15. "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.
16. "PASSENGER COUPON/ PASSENGER RECEIPT" means that portion of the Passenger Ticket constituting the passenger's written evidence of the contract of carriage.
17. "CONJUNCTION TICKET" means two or more tickets concurrently issued to a passenger and which constitute a single contract of carriage.
18. "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.
19. "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 period or ticket validity or other special circumstances.
20. "SPECIAL FARE" means a fare other than a normal fare.

21. "REFUND PENALTY" means the charge that applies to a refund of the Passenger Ticket, depending on the fare types.
22. "NO SHOW PENALTY" means the charge that applies to a passenger who does not notify the AAR a cancellation his/her confirmed seat by the scheduled departure time and fails to use the confirmed space.
23. "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.
24. "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 AAR.
25. "CHECKED BAGGAGE", which is equivalent to "registered baggage", means baggage of which AAR takes sole custody and for which AAR has issued a baggage check and baggage (claim) tag(s).
26. "UNCHECKED BAGGAGE", which is equivalent to hand luggage, is baggage other than checked baggage.
27. "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.
28. "ANIMALS IN THE CABIN or CHECKED-IN ANIMALS" mean pet limited to dogs, cats and household birds.
29. "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.
30. "CHILD" means, for the purpose of discounts for children, a person of 2 years of age or over but under 12 years of age.
31. "INFANT" means, for the purpose of discounts for infants, a person under 2 years of age.

32. "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, one-way fare is established.
33. "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.
34. "OPEN-JAW TRIP" means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.
35. "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.
36. "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.
37. "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.
38. "FRENCH GOLD FRANCS" means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths.
39. "UNITED STATES OF AMERICA or THE UNITED STATES or THE USA" means, unless otherwise specified, the area comprising the 48 contiguous federated states; the Federal District of Columbia; Alaska; Hawaii; Puerto Rico; St. Croix and St. Thomas of the Virgin Islands; American Samoa; The Canal Zone; Canton, Guam, Midway and Wake islands.
40. "AREA1" means all of the North and South American Continents and the islands adjacent thereto, Greenland, Bermuda, the West Indies and the Islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).
41. "AREA2" means all of Europe (including the Russian Federation in west of the Urals) and the islands adjacent thereto, Africa and the islands adjacent thereto, Ascension Island and that part of Asia in west of the Urals, including Iran and the Middle East.

42. "AREA3" means all of Asia and the islands adjacent thereto except the portion included in Area2, the Russian Federation in east of the Urals, all of the East Indies, Australia, New Zealand and the islands adjacent thereto and the islands of the Pacific Ocean except those included in Area1.
43. "SOUTHWEST PACIFIC AREA" means American Samoa, Australia, Cook Islands, Fiji, French Polynesia, Kiribati, Nauru, New Caledonia, New Zealand, Niue, Papua New Guinea, Samoa (Independent State of), Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands.
44. "SDR" means a Special Drawing Right as defined by the International Monetary Fund.

ARTICLE 2. (APPLICATION OF CONDITIONS)

1. General

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

2. Applicability

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

3. Gratuitous Carriage

With respect to gratuitous carriage, AAR 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 pursuant to a charter agreement with AAR 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 carriage pursuant to a charter agreement and a carriage is performed thereunder, shall be regarded as having agreed to said agreement and these Conditions of Carriage, whether or not he has concluded the charter agreement with AAR.

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 first flight coupon of the ticket.

6. Change without Notice

Except as may be required by applicable laws, government regulations, orders and requirements, these Conditions of Carriage and other applicable tariffs are subject to change without notice; provided that no such change shall apply to a contract of carriage after the carriage has been commenced.

7. Code Shares

- ① On some services AAR has arrangements with other carriers known as "Code Shares". This means that even if passengers have a reservation with AAR and hold a ticket where AAR's name or airline designator code (OZ) is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply, AAR will advise passengers of the carrier operating the aircraft at the time passengers make a reservation.
- ② For code share services on flights operated by another carrier, AAR accepts responsibility for the entirety of the code share journey for all obligations set forth in these Conditions of Carriage.
- ③ However, notwithstanding any other provisions of these Conditions of Carriage, AAR Code Share partners may, in their discretion, have rules with respect to the operation of its own flights. Such discretionary rules may differ from AAR's rules for flights operated by AAR and do not form any part of these Conditions of Carriage. The rules with respect to operations that may differ between AAR and its partners include, but are not limited to:
 - (1) Check-in procedures and time limits
 - (2) Carriage of passengers with special needs and unaccompanied minors
 - (3) Baggage acceptance, allowance, related charges and liability
 - (4) Carriage of animals
 - (5) Refusal to transport
 - (6) Availability of oxygen service
 - (7) Irregular operations

(8) Denied boarding compensation

(9) Contingency Plan for Lengthy Tarmac Delays (For departure or arrival of international flights at a covered U.S. airport)

- ④ AAR codeshare partners may provide Services. The AAR Codeshare Partner may charge a fee for any additional discretionary services it provides. Any additional services provided at the discretion of the AAR Codeshare Partner are not within AAR's control, are subject to change at any time, and do not form any part of this Contract of Carriage between you and AAR
- ⑤ If you purchase the other airline other than AAR ticket for travel on flight that operated by AAR pursuant to contractual codeshare arrangements with airline other than AAR, the carrier selling such transportation is responsible for entirety of the codeshare journey for all services as provided in Subparagraph.③ above.
- ⑥ In the case of a Codeshare Flight to or from the United States marketed as AAR service but operated by a AAR Codeshare Partner, the operating carrier's Contingency Plan for Lengthy Tarmac Delays required under 14 C.F.R.§ 259.4, which does not form any part of these Conditions of Carriage, shall apply at covered U.S. airports.

ARTICLE 3. (TICKET)

1. General

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

2. Validity for Carriage

- ① 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 ② below and under conditions described in Subparagraph ⑥ below. 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 ticket.

- ② 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 includes 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.
- ③ The period of validity of MCO/EMD will be one year from the date of issuance. A MCO/EMD must be presented for a ticket within one year from the date of issuance; otherwise it will not be honored for a ticket.
- ④ 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.
- ⑤ An expired ticket or MCO/EMD will be accepted for refund in accordance with Article 11.
- ⑥ The booking class printed on the ticket must be identical with the class indicated by the respective PNR. Passenger holding ticket which fails to meet the above condition may be denied boarding or, may board only after paying predetermined surcharges.

3. Extension of Ticket Validity

- ① Notwithstanding Paragraph 2 ② above, the validity of a ticket will be extended by AAR without additional collection of fare as follows:
 - (1) For no longer than 30 days beyond the original limit when AAR:
 - 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 When a passenger is prevented from travelling by reason of illness.

Unless otherwise provided in applicable tariffs, when a passenger is prevented from travelling within the period of validity of the ticket by reason of illness (but not pregnancy), AAR will extend the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate, or until the first service on which space is available in the class for which the fare has been paid after such date from the point where the journey is resumed or from the last connecting point. In such circumstances, AAR will extend similarly the period of validity of ticket of other members of the passenger's immediate family accompanying an incapacitated passenger.

- ③ When a passenger dies en route, the validity of the tickets of the ~~the~~ accompanying immediate family maybe extended by not more than 45 days after the date of death.
- ④ 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 members of the accompanying immediate family of a passenger who dies en route
- ⑤ 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.
- ⑥ 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, desires 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.
Note: The same provisions will apply to immediate family member(s) accompanying the passenger.

4. Coupon Sequence and Production of Ticket

- ① The ticket is valid only for the travel itinerary displayed on the ticket. Therefore, flight coupons (or in case of an electronic ticket, an electronic coupon) must be used in order, starting from the place of departure via any agreed transit stops (or stopping places) to the destination as shown on the passenger coupon. The fare that passengers have paid is based upon the applicable tariffs of AAR and is for the transportation as shown on the ticket. It forms an essential part of the contract between the passenger and AAR. The ticket will not be honored and will be refunded or lose its validity if all the coupons are not used in the order indicated in the ticket.
- ② Should a passenger wish to change any aspect of his/her travel itinerary, the passenger must contact AAR in advance. The fare for the new travel itinerary will be calculated and the passenger will be given the option of accepting the new price or maintaining his/her original itinerary as ticketed.
- ③ Should you change your transportation without our agreement, AAR 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. AAR will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.
- ④ Please be aware that changing any aspect of his/her travel itinerary may result in a increase in price, such as changing the place of departure (for example if the passenger fails to fly the first segment of a ticketed itinerary) or reversing the direction of travel. Many fares are valid only on specific dates and for the flights shown on the ticket and may not be changed at all, or only upon payment of an additional fee.
- ⑤ The passenger throughout his/her journey must retain the passenger coupon and all flight coupons not previously surrendered to carrier. He/she must, when required, produce the ticket and surrender any applicable portion to carrier. Except in case of an Electronic Ticket, a passenger shall not be entitled to board a flight unless the passenger presents a valid ticket containing the flight coupon for said flight and all other unused flight coupons and passenger coupons for the scheduled itinerary. In addition, the passenger shall not be entitled to board a flight if the ticket presented has been altered or damaged by anyone other than AAR or another authorized agent. In case of an Electronic Ticket, the passenger shall

not be entitled to board a flight unless he/she provides positive identification and a valid Electronic Ticket has been duly issued in his/her name.

5. Absence, Loss or Irregularities of Ticket

AAR will refuse carriage to any person not in possession of a valid ticket. In case of loss or non-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. AAR will not accept a ticket if 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 coupon. Notwithstanding the foregoing, AAR will issue at the passenger's request a new ticket to replace the lost one upon receipt of proof of loss satisfactory of AAR and may collect a service charge or handling fee, and if the circumstances of the case in AAR's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by AAR, to indemnify for any loss or damage which AAR may sustain by reason thereof.

6. Non-Transferability

A ticket is not transferable, but AAR shall not be liable 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, AAR will not be liable for death or injury of such unauthorized person or for the loss, destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.

ARTICLE 4. (STOPOVER)

1. Permission of Stopover

- ① 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 do not permit such stopover.

- ② 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 AAR.

2. Prior Arrangement

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

ARTICLE 5. (FARES, CHARGES AND ROUTINGS)

1. Applicable Fares and Charges

- ① Except as otherwise provided in these Conditions of Carriage and other applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by AAR, and shall be those in effect on the date on which full payment is made, for travel on the specific dates and journey shown on the 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. 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 the fares and charges in effect on the date on which the change is made and is reflected on the ticket.
- ② Applicable 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 within airport areas or between airports or between airport and downtown except where applicable tariffs specifically provide that such ground transfer service will be furnished without additional charge.
- ③ 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.
- ④ Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class. 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 specifically 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, AAR may determine the routing.

4. Currency of Payment and Applicable Exchange Rate

① Currency of Payment

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

② Applicable Exchange Rate

The rate of exchange notified by International Air Transportation Association (IATA) will be used to convert the published fare or charge into the selling currency unless any conditions specified in applicable tariffs.

5. 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 AAR 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 6. (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS)

1. Changes Requested by passenger

① At a passenger's request, AAR will effect a change in the routing (other than point of origin), carrier(s), class(es) of service, destination, fare or validity specified in an unused ticket, flight

coupon(s) or MCO/EMD by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or MCO/EMD, provided that;

- (1) AAR issued the original ticket or MCO/EMD or,
 - (2) AAR has received written or authorized electronically to do so from the carrier entitled to effect the change.
- ② When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs. But, when situation is applied in ARTICLE 12 - 2, passenger will be charged no-show penalty separately from other fees.
 - ③ 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 MCO/EMD.

2. Involuntarily Revised Routings

- ① In the event AAR cancels a flight, fails 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, AAR shall either;
 - (1) carry the passenger on another flight of AAR 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. 4.
- ② In the event a passenger misses an onward connecting flight of AAR 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 AAR shall not be liable for such missed connection.
- ③ An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable to the fare originally paid. This provision shall apply even though the passenger may be transferred from a First class service to an Economy class service and is entitled to

a fare refund.

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, or who wishes to change his/her ticketed reservation to another date shall not be entitled to any preferential right with respect to the obtaining of reservations.

2. Conditions of Reservations

- ① A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by reservations agent of AAR and a record of the confirmed space is reflected in AAR's reservation system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by AAR, AAR will cancel the reservations at any time without notice.
- ② AAR may change pre-assigned seat without any notice under unavoidable circumstances such as flight cancellation, delay or change of aircraft. AAR does not guarantee allocation of any particular space in the aircraft.

3. Reconfirmation of Reservations

- ① Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. AAR will advise you when AAR require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, AAR may cancel your onward or return reservations. However, if you advise AAR you still wish to travel, and there is space on the flight, AAR will reinstate your reservations and transport you. If there is no space on the flight AAR will use reasonable efforts to transport you to your next or final destination
- ② 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 AAR for

telephone, telegraph, radio or cable arising from a special request of the passenger concerning a reservation.

5. Cancellation of Reservations

- ① Please be advised that in the event you do not show up for confirmed flight without advising AAR in advance, AAR may cancel your return or onward reservations. However, if you do advise AAR in advance, AAR will not cancel your subsequent flight reservations.
- ② AAR 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

- ① Reservation Cancellation by Passenger
A passenger who wishes to cancel his/her confirmed seat must notify AAR or its authorized agent of the cancellation by the scheduled departure time of the flight
- ② No-Show Penalty
 - (1) When a passenger does not notify the AAR a cancellation by the scheduled departure time and fails to use his/her confirmed space, the AAR will collect a no-show penalty as separately stipulated by AAR.
 - (2) If a passenger do not cancel the ticket segment before departure by their own reason, AAR is going to charge a refund penalty and also no-show penalty.

7. Arrival of Passengers at Airports

The passenger must arrive at the airport or other point of departure by the time fixed by AAR, or if no time is fixed, sufficiently in advance of flight departure time to permit completion of government formalities and departure procedures. If the passenger fails to arrive at such airport or other point of departure by the established time limits or appears improperly documented and is not ready to travel, AAR will cancel the space reserved for him. Departure will not be delayed for passenger who arrives at airport or other point of departure too late for such formalities to be

completed before scheduled departure time. AAR is not liable to the passenger for loss or expense due to passenger's failure to comply with this provision.

8. Personal Data

The passenger or his/her agent should recognize that personal data (name, telephone number, payment information, etc.) has been given to AAR for the purposes of: making a reservation, purchasing a ticket, obtaining ancillary services, facilitating immigration and entry procedures. For these purposes, the passenger authorizes AAR to retain and use such data and to transmit it to its own offices, authorized agents, other carriers, other affiliated companies, or the providers of the above-mentioned services, in whatever country they may be located. AAR may provide the passenger's personal data 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. (LIMITATIONS OF CARRIAGE)

1. Refusal, Cancellations or Removal

- ① AAR, in the exercise of its reasonable discretion, may refuse to carry 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 passenger on its flights.
- ② AAR 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) The conduct, age or mental or physical condition of the passenger is such as to:
 - a. require special assistance of AAR
 - b. cause discomfort or make himself objectionable to other passenger, or
 - c. involve any hazard or risk to himself or to other persons or to property
 - (4) The passenger refuses on request to produce positive identification;
 - (5) The passenger refuses to permit search of his/her person or property for explosives or a concealed, deadly or dangerous weapon or articles; or

- (6) The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;
- (7) The passenger has committed misconduct on a previous flight, and AAR has reason to believe that such conduct may be repeated;
- (8) The passenger seeks to enter a country through which he/she may be in transit, or for which he/she does not have valid travel document, or destroys, alters or counterfeits documentation, or he/she has refused to surrender travel documents to be held by AAR in exchange of a receipt therefor;
- (9) The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than AAR or its authorized agent, or has been reported as being lost or stolen, or is a counterfeit;
- ③ If question arises of any aircraft being overloaded, AAR shall decide which passengers or articles will be carried.
- ④ AAR will make refund as provided in Article 11.4 for the unused portion of the ticket of a passenger so refused carriage or removed en route for any reason specified in Paragraphs “①” through “③” above.

2. Conditional Acceptance for Carriage

- ① If a passenger whose status, age, or mental or physical condition is such as to involve any hazard or risk to himself is carried, it is on the expressive condition that AAR shall 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 and that the conditions for his/her carriage shall be subject to the applicable tariffs and the requirements of AAR's regulations.
- ② Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other persons requiring special assistance may be subject to prior arrangement with AAR in accordance with AAR's regulations. The passenger with disabilities who has advised AAR of the disability and any special requirements in advance and been accepted by AAR, shall not subsequently be refused carriage on the basis of such disability or special requirements.

3. Carriage of Unaccompanied Children and Infants

- ① Children under 5 years of age and Infants will not be accepted for travel unless accompanied by a parent or guardian, 18 years of age or older.
- ② Children not accompanied in the same compartment by a passenger of 18 years of age or over, will be accepted for carriage subject to advance arrangements with AAR, and only under the following conditions;
 - (1) They are accompanied to the airport of departure by a parent, guardian or responsible adult who shall remain with the child until enplaned and satisfactory evidence is presented by such parent, guardian or responsible adult that the child will be met at the airport of stopover or destination by another parent, guardian or responsible adult upon deplaning;
 - (2) The flight on which space is held is not expected to terminate short of or by-pass destination due to weather conditions or others;
 - (3) A letter of indemnity in such form as may be prescribed by AAR and signed by a parent, guardian or responsible adult is presented to AAR at the time of reservations;
- ③ The age of 12 but under the age of 17, if all of the conditions listed under Paragraph ② above are met, Young Passengers Travelling Alone Service can be requested, depending on the passenger's decision. Additional charges may apply. Similar conditions, rules and regulations may apply depending on the various different countries and airports therein.

4. Code of Conduct in Cabin

- ① If a passenger misconducts himself or herself in cabin as below, AAR may take necessary actions as it deems necessary to prevent continuation of such conduct, including restraint. Such passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed inside the aircraft;
 - a. The passenger endangers the aircraft or any person or property on board;
 - b. As a passenger refuses not follow when crew has ordered or requested, for doing one or more of the following illegal behavior in cabin.
 - (1) Violent language / Physical assault
 - (2) Disregard of smoking regulations
 - (3) Endangers to any person after drinking alcohol or drug consumption

- (4) Sexual harassment
- (5) Using electronics as violation of 「Civil aeronautics law」 Article 61(2)
- (6) Unauthorized cockpit entrance
- (7) Disturbance to Aircrew's work as using deceptive plan or power
- (8) Behavior, except above actions, which would disturb the safe flight judging by cabin crew.

c. The passenger behaves in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew;

- ② The passenger shall be liable for any damages incurred as a result of any of the conducts referred to in Paragraph ① above.

5. Electronic Devices

For safety reasons, AAR 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.

ARTICLE 9. (BAGGAGE)

1. General

- ① Carriage of 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 first flight coupon of the ticket. In the event that any country has its own laws, regulations or orders, those laws shall take precedence.
- ② Passenger must not include in his or her baggage articles which are likely to endanger the aircraft, person or property, or which are likely to be damaged by air carriage or which are unsuitably packed, or the carriage of which is forbidden by any applicable laws, regulations or orders of any country to be flown from, into or over. If, in the opinion of AAR, the weight, size or character of baggage renders it unsuitable for carriage on the aircraft, AAR, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof.
- ③ AAR will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by AAR.

2. Checked Baggage

- ① Nothing contained in these Conditions of Carriage shall entitle a passenger to have his/her baggage checked on a journey for which AAR does not offer facilities for checking of baggage.
- ② Upon delivery to AAR of baggage to be checked, AAR will insert in the ticket or system the number of pieces and weight of the checked baggage. In addition, AAR will issue, for identification purpose only, a baggage tag for each piece of baggage so delivered and covered by the baggage check.
- ③ All checked baggage must be properly packed in suitcases or similar containers in order to ensure safe carriage with ordinary care in handling. Electronic devices such as laptop computers, cellular phones, cameras, camcorders, MP3 players, fragile or perishable articles, unsuitably packed items, money, jewelry, negotiable papers, securities or other valuables, samples or business documents will not be accepted as checked baggage.
- ④ In the event that an individual attempts to check baggage after the allotted check-in time has passed AAR reserves the right to refuse acceptance of said baggage.
- ⑤ Checked baggage will be carried on the same aircraft as the passenger unless such carriage is impracticable due to safety, security or other reasons, in which event AAR will carry the checked baggage on the next flight on which space is available.
- ⑥ AAR reserves the right to refuse the loading or transport of any baggage in which its owner is not the name listed on the ticket or boarding pass, and furthermore AAR reserves the right to claim all losses and expenses resulting from said baggage against its owner and the passenger who presented the baggage to AAR to be checked.

3. Free Checked Baggage Allowance

- ① When travel is not to/from points in the USA, the US territories, Canada, Central America, South America (including Mexico, Caribbean)
 - (1) Passengers paying the adult First class fare shall be allowed as the checked baggage allowance three pieces of baggage of which the sum of the greatest outside linear dimensions of each bag does not exceed 158cms, and provided that the weight of each bag does not exceed 32 kilograms.

- (2) Passengers paying the adult Business class fare shall be allowed as the checked baggage allowance two pieces of baggage provided that the outside linear dimensions of each bag do not exceed 158cms, and provided that the weight of each bag does not exceed 32 kilograms.
 - (3) Passengers paying the adult Economy class fare shall be allowed as the checked baggage allowance a one piece of baggage provided that the outside linear dimensions of each bag do not exceed 158cms, and provided that the weight of each bag does not exceed 23 kilograms.
 - (4) Children paying at least 50 percent of the adult fare are entitled to the same allowance as adults, and in addition one checked or carry-on fully collapsible stroller/push-chair or infant's/children's carrying basket or infant's/children's car seat.
 - (5) Infants not entitled to a seat shall be allowed one checked bag (piece), provided that the weight does not exceed 10 kilograms, and the sum of the three dimensions not to exceed 158cms, 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.
- ② When travel is to/from points in the USA, the US territories, Canada, Central America, South America (including Mexico, Caribbean)
- (1) Passengers paying the adult First class fare shall be allowed as the checked baggage allowance three pieces of baggage of which the sum of the greatest outside linear dimensions of each bag does not exceed 158cms, and provided that the weight of each bag does not exceed 32 kilograms.
 - (2) Passengers paying the adult Business class fare shall be allowed as the checked baggage allowance two pieces of baggage of which the sum of the greatest outside linear dimensions of each bag does not exceed 158cms, and provided that the weight of each bag does not exceed 32 kilograms.
 - (3) Passengers paying the adult Economy class fare shall be allowed as the checked baggage allowance two pieces of baggage provided that the outside linear dimensions of each bag do not exceed 158cms, and provided that the weight of each bag does not exceed 23 kilograms.

- (4) Children paying at least 50 percent of the adult fare are entitled to the same allowance as adults, and in addition one checked or carry-on fully collapsible stroller/push-chair or infant's/children's carrying basket or infant's/children's car seat.
- (5) Infants not entitled to a seat shall be allowed one checked bag (piece), provided that the weight does not exceed 23 kilograms, and the sum of the three dimensions not to exceed 158cms, 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.
- ③ Passengers paying the adult Business class fare shall be allowed as the checked baggage allowance two In lieu of pieces of baggage provided in ① or ② above, any article listed below, regardless of the actual dimensions, will be considered to be a piece of baggage whose outside linear dimensions is 158cms.
- (1) One sleeping bag or bedroll
 - (2) One rucksack/ knapsack/ back pack
 - (3) One pair of snow skis with one pair of ski poles and one pair of ski boots / a set of snowboard equipment
 - (4) One golf bag containing golf clubs and one pair of golf shoes
 - (5) One duffel-type bag
 - (6) One suitably packed bicycle (single seat touring or racing bicycle, non-motorized) provided that handlebars are fixed sideways and the pedals are removed
 - (7) One pair of standard water skis or one slalom water ski
 - (8) One surf board or one set of wind surfing equipment
 - (9) One set of scuba equipment
 - (10) One set of fishing equipment (two fishing rods, one reel, one mesh, one pair of fishing shoes, one tackle box)
 - (11) One portable musical instrument not exceeding 100cms in length shall be considered as one piece
- ④ In addition to the checked baggage allowance provided for in above Paragraphs, incapacitated passengers may carry free of charge one wheelchair and/or other assistive devices they are dependent upon.

⑤ Free baggage allowance may vary according to the route and cabin class. In addition, limitations on size and weight may be enforced due to security and safety regulations.

⑥ When travel is on a combined class fares

(1) For a journey where the passenger travels on different classes of service, the baggage allowance on each portion of travel shall be that applicable to the class of service for which the fare is paid.

(2) When a passenger who has paid the First class fare travels on Business/Economy class service, the free baggage allowance will be that applicable to the First class service.

(3) When a passenger who has paid the Economy class fare travels on Business class service, the free baggage allowance will be that applicable to the Economy class service.

⑦ Pooling of free baggage allowance

When two or more passengers, travelling as one group to a common destination or point of stopover by the same flight, present themselves and deliver their baggage to AAR at the same time and place, the passengers shall be permitted, upon request, 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.

4. Excess Baggage Charges

① Checked baggage exceeding the free baggage allowances set forth in 'Paragraph 3.' above will be accepted for transportation only upon payment of excess baggage charges in effect on the date of issuance of excess baggage ticket.

a. For each baggage of whose number exceeds the free baggage allowances set forth in 'Paragraph 3.' above, the following excess baggage charge will apply per each piece.

Journeys	Excess baggage charge per piece (not exceeding 23 kilograms)
Journeys take less than 1 hour and half mins between Korea	KRW 60,000/USD 60/ CAD60
Between Korea and Japan or China or Hong kong or Taiwan or Macao (Excluding Journeys take less than 1 hour and half mins between Korea)	KRW80,000/USD 80/CAD80
Within AREA 3 (Excluding Korea and Japan or China or Hong kong or Taiwan or Macao)	KRW 110,000/ USD110/ CAD110
Between AREA 2 and AREA 3 Between Southwest Pacific and AREA 3	KRW 140,000/USD140/CAD140

(Excluding Southwest Pacific)	
Between AREA3 (Including Southwest Pacific) and AREA1 Between AREA2 and AREA1/Saipan/Guam, or Between Southwest Pacific and Saipan/Guam	KRW 200,000/ USD 200/ CAD 200 (Exception: For journeys to/from Brazil, KRW 175,000/ USD 175/ CAD 175 will apply.)
Between AREA3 (Excluding Southwest Pacific) and Saipan/Guam	KRW 100,000/ USD 100/ CAD 100

Note1) Definition of 'AREA1, AREA2, AREA3, Southwest Pacific': Please refer to the ARTICLE1 above.

Note2) KRW: Korean Won, USD: US Dollar, CAD: Canadian Dollar

- b. For each baggage of whose weight exceeds the free baggage allowances set forth in 'Paragraph 3.' above, the following excess baggage charge will apply per each piece. For the baggage exceeding the allowable number of free checked baggage, the following excess baggage charge will apply regardless of the class of service (i.e. First/Business/Economy class) for which the fare is paid.

Journeys	Excess baggage charge per piece		
	exceeding 23 kilograms but not exceeding 28 kilograms	exceeding 28 kilograms but not exceeding 32 kilograms	exceeding 32 kilograms but not exceeding 45 kilograms
Journeys take less than 1 hour and half mins between Korea	KRW25,000/ USD25/CAD25	KRW40,000/ USD40/CAD40	KRW80,000/ USD80/CAD80
Between Korea and Japan or China or Hong kong or Taiwan or Macao (Excluding Journeys take less than 1 hour and half mins between Korea)	KRW30,000/ USD30/CAD30	KRW50,000/ USD50/CAD50	KRW100,000/ USD100/CAD100
Within AREA 3 (Excluding Korea and Japan or China or Hong kong or Taiwan or Macao)	KRW50,000/ USD50/CAD50	KRW80,000/ USD80/CAD80	KRW160,000/ USD160/CAD160

Between AREA 2 and AREA 3 Between Southwest Pacific and AREA 3 (Excluding Southwest Pacific)	KRW80,000/ USD80/CAD80	KRW100,000/ USD100/CAD100	KRW200,000 USD200/CAD200
Between AREA3 (Including Southwest Pacific) and AREA1 Between AREA2 and AREA1/Saipan/Guam, or Between Southwest Pacific and Saipan/Guam	KRW 100,000/ USD 100/ CAD 100 (Exception: For journeys to/from Brazil, no charge applies.)		KRW 400,000/ USD 400/ CAD 400 (Exception: For journeys to/from Brazil, KRW 350,000/ USD 350/ CAD 350 will apply.)
Between AREA3 (Excluding Southwest Pacific) and Saipan/Guam			KRW 200,000/ USD 200/ CAD 200

Note1) Definition of 'AREA1, AREA2, AREA3, Southwest Pacific': Please refer to the ARTICLE1 above.

Note2) KRW: Korean Won, USD: US Dollar, CAD: Canadian Dollar

- c. For each baggage of whose total outside linear dimensions (i.e. total dimensions) exceed the free baggage allowances set forth in 'Paragraph 3' above, the excess baggage charge for each piece with total dimensions exceeding 158 centimeters but not exceeding 203 centimeters shall be as follows:

Journeys	Excess baggage charge per piece with total dimensions exceeding 158 centimeters but not exceeding 203 centimeters
Journeys take less than 1 hour and half mins between Korea	KRW80,000/USD80/CAD80
Between Korea and Japan or China or Hong kong or Taiwan or Macao (Excluding Journeys take less than 1 hour and half mins between Korea)	KRW100,000/USD100/CAD100
Within AREA 3 (Excluding Korea and Japan or China or Hong kong or Taiwan or Macao)	KRW160,000/USD160/CAD160
Between AREA 2 and AREA 3 Between Southwest Pacific and AREA 3 (Excluding Southwest Pacific)	KRW200,000/USD200/CAD200
Between AREA3 (Including Southwest Pacific) and AREA1	KRW 200,000/ USD 200/ CAD 200 (Exception: For journeys to/from Brazil,

Between AREA2 and AREA1/Saipan/Guam, or Between Southwest Pacific and Saipan/Guam	KRW 175,000/ USD 175/ CAD 175 will apply.)
Between AREA3 (Excluding Southwest Pacific) and Saipan/Guam	KRW 100,000/ USD 100/ CAD 100

Note1) Definition of 'AREA1, AREA2, AREA3, Southwest Pacific': Please refer to the ARTICLE1 above.

Note2) KRW: Korean Won, USD: US Dollar, CAD: Canadian Dollar

Note3) 'Total outside linear dimensions' means length by width by height.

- d. When the excess baggage charges are published in the local currency of the country of ultimate origin as it appears on the ticket, the amount published in that currency set forth in 'Paragraph a/b/c.' will apply and be converted to the local currency of the payment country. However, applicable charges in USD will be converted to local currency with the rate of exchange notified by International Air Transportation Association (IATA), effective on the date of payment if the local currency of the payment countries are other than KRW/USD/CAD/IDR.
 - e. The excess baggage charges for additional baggage, overweight baggage and oversized baggage set forth in 'Paragraph a/b/c.' above are accumulative per piece.
 - f. Each piece of baggage with total dimensions exceeding 203 centimeters and/or whose weight exceeds 45 kilograms will be carried as checked baggage only if advance arrangements are made with AAR.
- ② The excess baggage charges for special items (including sports equipment etc.) will be subject to rules and regulations of AAR.
 - ③ At the passenger's option, excess baggage charges will be payable either at the point of origin for the entire journey via stopover points to final destination (even though baggage may not in some cases be checked through to final destination), or at the point of origin to the point of stopover, in which case, when trip resumed, the charges will be payable from the point of stopover to the next point of stopover or destination. If a passenger has paid all excess baggage charges and then attempts to check additional baggage mid-journey, AAR will only

accept said baggage under the condition that an additional excess baggage charge for the entire journey or next stopover point has been paid as well.

- ④ AAR will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by AAR.
- ⑤ In case a passenger is rerouted or his/her carriage cancelled, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment or the refunding of excess baggage charges.

5. Collection and Delivery of Baggage

- ① The passenger shall collect his/her baggage as soon as it is available for collection at places of destination or stopover.
- ② Only the bearer of the baggage identification tag, delivered to the passenger at the time the baggage was checked, is entitled to delivery of baggage. AAR is under no obligation to ascertain that the bearer of the baggage identification tag is entitled to delivery of the baggage and AAR is not liable for any loss, damage or expense arising out of or in connection with its failure so to ascertain. Except as provided in Subparagraph ④ below, delivery will be at the destination shown in the baggage check.
- ③ If the provisions of Subparagraph ② above are not complied with by a person claiming the baggage, AAR will deliver the baggage only on the condition that such person established to AAR's satisfaction his/her rights thereto and, if required by AAR, such person shall furnish adequate security to indemnify AAR for any loss, damage or expense which may be incurred by AAR as a result of such delivery.
- ④ At the request of the bearer of the baggage identification tag, checked baggage may be delivered at the place of departure or at an intermediate stopping place upon the same condition provided for in Subparagraph ② above, unless precluded by government regulations, and unless time and circumstances do not permit. In delivering baggage at the place of departure or at an intermediate stopping place, AAR shall be under no obligation to refund any charges paid for such baggage.
- ⑤ Acceptance of baggage by the bearer of the baggage identification tag without written complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the Contract of Carriage.

6. Unchecked Baggage: Carry-on Items

- ① In addition to the checked baggage allowance, each passenger may carry, without additional charges hand baggage suitable for placing in closed overhead rack or under the passenger's seat with maximum dimensions (the sum of the three dimensions of all such carry-on items) not more than 115cms (55cms, 40cms, 20cms) and weight of not more than 10 kilograms, only when they are placed in the passenger's sole custody. Passengers paying the adult First or Business class fare shall be allowed two pieces of carry-on items and passengers paying the adult Economy class fare shall be allowed one piece of carry-on item.
- ② In addition to the carry-on items provided for in above paragraph, any one article listed below will be carried.
 - (1) A small handbag, purse or briefcase
 - (2) A reasonable amount of reading materials
 - (3) An overcoat, wrap or blanket
 - (4) Infant's food for consumption in flight
 - (5) A fully collapsible wheelchair, a pair of crutches, braces and/or other prosthetic devices for the passengers with disabilities' use, provided that the passenger is fully dependent upon them
 - (6) A small camera and a pair of binoculars
 - (7) An umbrella or walking stick
 - (8) Infant's carrying basket or bassinet
 - (9) A small-sized, fully collapsible stroller or collapsible stroller fits in the rule of unchecked baggage(carry-on items)'s size
 - (10) A laptop computer and a dedicated laptop bag
- ③ Carry-on baggage may be limited according to airport conditions, security regulations, or insufficient space.
- ④ Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by AAR. The charge for such baggage so carried per seat shall be the fare which would have been charged to passenger occupying

such seat(s) for applicable journey at the time of booking the additional seats; provided that inclusive tour, child or other rebated fare such as spouse, agent or ship's crew may not be used.

- ⑤ AAR will limit the acceptance of carry-on items for carriage in passenger cabin to conform with security regulations or others.

7. Items unacceptable as Baggage

At AAR's discretion, if the weight, shape, size or character of baggage renders it unsuitable for carriage on the aircraft, AAR, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof.

- ① Items specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations
- ② Items which are likely to endanger the aircraft or persons or property on board the aircraft
- ③ Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over
- ④ Items which are likely to be damaged by air carriage
- ⑤ Items which are unsuitably packed

8. Right of Search

For reasons of safety and security, AAR has the right, but not the obligation, to verify the contents of baggage in the presence of passenger the contents of his/her baggage, and in the case of unaccompanied baggage, to open and examine such baggage whether or not the passenger is present. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by AAR to carry such contents as would otherwise be precluded from carriage.

9. Excess Value Charges

- ① A passenger may declare a value for baggage in excess of US\$ 20 (250 French Gold Francs) or its equivalent per kilogram in the case of checked baggage and US\$ 400 (5,000 French Gold Francs) or its equivalent per passenger in the case of unchecked baggage or other property. When such declaration is made, a charge for such excess value will be assessed by AAR for the carriage performed by AAR at the rate of US\$ 0.50 for each US\$ 100 or fraction thereof, subject to the valuation limits of Subparagraph ③ below.

- ② Except as otherwise provided in applicable tariffs, excess value charges will be payable at the point of origin for the entire journey to final destination; provided that, if at a stopover en route a passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover point to final destination will be payable.
- ③ No baggage or other property of any one passenger having a declared value in excess of US\$ 2,500 will be accepted for carriage by AAR, unless advance arrangement is made.
- ④ In case a passenger is rerouted or his/her carriage cancelled, the provisions with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment or the refunding of excess value charges, but no refund of value charges will be made when a portion of the carriage has been completed.

10. ANIMALS

- ① Animals such as dogs, cats, household birds, 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 AAR, be accepted for carriage, subject to rules and regulations of AAR.
- ② Prohibition or limitation of live animals aboard the aircraft may be enforced according to the type of aircraft or flight time.
- ③ 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.
- ④ Guide dogs accompanying disabled passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance.
- ⑤ Acceptance for carriage of animals is subject to the condition that the passenger must comply with the rules and procedures established by AAR about injury to or loss, delay, sickness or death of such animal.
- ⑥ AAR will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country and the person carrying the animal must reimburse AAR for any fines, costs, losses or liabilities reasonably imposed or incurred by AAR as a result.

ARTICLE 10. (SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS)

1. Schedules

- ① The times shown in timetables or elsewhere are approximate and AAR may be obliged to change the time of flights, open for reasons beyond AAR's control, and consequently, times in timetables or elsewhere are not guaranteed, and thus form no part of the contract of carriage. Schedules are subject to change without notice and AAR assumes no responsibility for making connections. AAR will not be responsible for errors or omissions either in timetables or other published schedules.
- ② When AAR accepts your booking, AAR 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 AAR may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide AAR with contact information, AAR will endeavour to notify you of any such changes. If, after you purchase your Ticket, AAR make a significant change to the scheduled flight time, which is not acceptable to you, and AAR is 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. 4.

2. Cancellations

- ① AAR may, without notice, substitute alternate carrier or aircraft.
- ② AAR 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:
 - (1) because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, force majeure, strikes, riots, civil commotions, 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;
 - (2) because of any fact not to be foreseen, anticipated or predicted;
 - (3) because of any government regulations order, demand or requirement; or

(4) because of shortage of labor, fuel or facilities, or labor difficulties of AAR or others.

In the event AAR fails to operate a flight or delays its air transportation service by purpose or mistake, the compensation shall be implemented by AAR according to the related provisions of General Conditions of Carriage, applicable tariffs, regulations or law.

- ③ AAR may cancel the right or further right of carriage of the passenger and his/her baggage upon refusal of the passenger, after demand by AAR, 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

- ① Refund by AAR for an unused ticket, coupon or portion thereof MCO/EMD will be made in accordance with the following conditions, except as otherwise provided in Paragraph 6 below;
- ② Application for refund should be made within 30 days after the period of validity of the ticket or MCO/EMD, when passenger applies for refund after that time AAR can deny that refund
- ③ Person requesting refund must surrender to AAR all unused flight coupon(s) of the ticket or MCO/EMD.
- ④ Except as provided below, refund will be made to the person named as the passenger on the ticket or MCO/EMD.

(1) Refund of tickets or MCO/EMD 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 had been issued.
- (2) If, at the time of purchase, the purchaser designates a person to whom refund shall be made, refund will be made to the person so designated.
- (3) If, at the time of application for refund, satisfactory evidence is submitted that a company purchased the ticket or MCO/EMD on behalf of its employee, or the travel agent had made refund to its client, AAR will refund directly to the employee's company or the travel agent, respectively.
- ⑤ 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 AAR will not be liable to the true person for another refund.
- ⑥ AAR may refuse refund on a ticket which has been presented to government officials of a country or to AAR as evidence of intention to depart therefrom unless the passenger establishes to AAR'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 MCO/EMD was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will normally be made in the currency in which the fare was paid, or in lawful currency of the country where the refund is made or in the currency of the country in which the ticket or MCO/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, regardless of this paragraph refund will be basically made in lawful currency of Korea, which is Korean Won.

3. Refund Handling

AAR will make refunds through its respective office, and will require prior written applications for refunds to be prepared by passengers on special forms furnished by AAR.

4. Involuntary Refund

- ① 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/her ticket

because of cancellation of flight, or inability of AAR to provide previously confirmed space, or substitution of a different type of equipment or class of service by AAR, or missed connections, or postponement or delay of flight, or omission of scheduled stop, or refusal to carry under conditions prescribed in paragraph “①” or “③” of Article 8.1.

- ② 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 ticket has been made, the amount of refund will be the amount computed as shown in a. and b. below, whichever is higher:
 - 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.
- ③ When a passenger holding a ticket for carriage for First class service between origin and destination is required by AAR to use Economy class service for any portion of such carriage, the amount of refund will be as follows:
- (1) For One-way Tickets

The difference between the fare for First class service and the fare for Economy class service between the points where Economy class service is used;
 - (2) For Round Trip, Circle Trip or Open-jaw Trip

The difference between 50 percent of the round trip fare for First class service and 50 percent of the round trip fare for Economy class service between the points where Economy class service is used, less any discount rate.

5. Voluntary Refund

- ① The term “Voluntary Refund”, for the purpose of this Paragraph, means any refund of a ticket or MCO/EMD other than “Involuntary Refund” as defined in Paragraph 4 above.

- ② Some tickets are sold at discounted fares which may be partially or completely nonrefundable. You should choose the fare, which fits well to your travel needs. You may also need to ensure that you have appropriate insurance to cover any unexpected instances such as cancelling your ticket.
- ③ The amount of a voluntary refund will be as follows:
 - (1) When no portion of the ticket has been used, the amount of refund will be the amount of fare paid, less any applicable service charges or refund penalties and no-show penalties.
 - (2) When a portion of the trip has been made, the amount of 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 been used, less any applicable service charges or refund penalties and no-show penalties.
- ④ 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 ② (2) above as if such ticket had been used to a point beyond which the refunding would not result in the violation of AAR's operating rights.

6. Lost Ticket

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

- ① AAR will refund a lost ticket or lost portion thereof after receipt of written request and receipt of proof of loss satisfactory to AAR. Such written 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 AAR and hold AAR harmless against any loss, damage, claim or expense, including (but without limitation) reasonable attorney fees, which AAR may suffer or incur by reason of such refund and/or the subsequent presentation of said ticket(s) for transportation, refund or any other use whatsoever. 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, AAR 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. However, if the passenger has purchased a replacement ticket with conditions different from the lost ticket, the amount of refund will be 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, AAR 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. However, if the passenger has purchased a replacement ticket with conditions different from the lost ticket, the amount of refund will be calculated according to the applicable tariffs.
- (3) The refunds described in the provisions of (1) and (2) above will be subject to any expenses incurred by AAR as a result of such loss.
- ② The foregoing provisions shall also apply to lost MCO/EMD.

ARTICLE 12. (GROUND TRANSFER SERVICES)

Except as otherwise specified in applicable tariffs, AAR 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 AAR, 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 AAR. Anything done by an employee, agent or representative of AAR in assisting the passenger to make arrangements for such ground transfer service shall in no way make AAR liable for the acts or omissions of such an independent operator. In cases where AAR maintains and operates for its passengers such ground transfer services, the terms, conditions, rules and regulations of AAR, 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 13. (HOTEL ACCOMMODATIONS AND IN-FLIGHT MEALS)

1. Hotel Accommodations

- ① Hotel expenses are not included in passenger fares.
- ② In the case of scheduled overnight or other stops on through flights, hotel accommodation may be borne by AAR at its option.
- ③ When requested by passengers, AAR may make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses, incurred by AAR or its representatives in arranging, or attempting to arrange for reservations will be chargeable to passengers

2. Arrangements made by AAR

In making arrangements for hotel or other housing and board accommodation for passenger, whether or not the cost of such arrangements is for the account of AAR, AAR acts only as agent for the passenger and AAR 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 14. (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 AAR. AAR shall not be liable for any aid or information given by any agent or employee of AAR 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 or her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

2. Passports and Visas

- ① The passenger must present all exits, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned.

AAR will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents do not complete.

AAR 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 AAR because of passenger's failure to comply with this provision, the passenger shall indemnify AAR therefor.

- ② Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever AAR, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination.

AAR will apply to the payment of such fares any funds paid to AAR for unused carriage, or any funds of the passenger in the possession of AAR. The fare collected for carriage to the point of refusal of entry deportation will not be refunded by AAR.

3. Customs Inspection

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

4. Government Regulations

No liability shall attach to AAR if AAR 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 15. (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. Even if AAR is a carrier issuing a ticket or is designated as a carrier for the first sector in a ticket or in any conjunction ticket involving carriage by successive carriers, AAR shall not be responsible for any portion operated by other carriers, unless otherwise provided in these Conditions of Carriage. Each carrier's liability to compensate for damage arising in connection with a passenger's travel shall be governed by such carrier's Conditions of Carriage.

2. Laws and Provisions Applicable

- ① International carriage hereunder is subject to the rules relating to liability and limitations established either by the Warsaw Convention or by the Warsaw Convention as amended at The Hague, 1955, or by the Montreal Convention. The definition of "international carriage" is set forth in the applicable international convention. For the purpose of the International Carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein.
- ② To the extent not in conflict with the provisions of Subparagraph ① above, all carriage and other services performed by AAR 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 timetables (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.
- ③ Carrier's name may be abbreviated in the ticket and a list giving the full name and its abbreviation of each carrier is set forth in applicable tariffs. 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 or shown in carrier's timetables as scheduled stopping places on the passenger's route.

3. Scope of Liability

Except as the Convention or other applicable law, any death, injury, delay, loss or claim of whatsoever nature (hereinafter in these Conditions of Carriage collectively referred to as “damage”) arising out of or in connection with carriage or other services performed by AAR incidental thereto is as follows:

- ① AAR is liable for damages in case such damages are proved to have been caused by the negligence or willful fault of AAR and any liability AAR has for damage will be reduced by any negligence on passenger’s part which causes or contributes to the damage.
- ② AAR 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 AAR’s control.
- ③ With respect to carriage performed by AAR when claims are made by passengers of AAR or their legal agent, AAR’s liability shall be limited as follows:
 - (1) As to any claim arising out of death of or, wounding or other bodily injury to, a passenger, AAR shall not invoke the limitation of liability in Article 22 (1) of the Warsaw Convention as amended at the Hague, 1955, nor avail itself of any defense under Article 20 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.
 - (2) Except as otherwise provided in Subparagraphs (1) hereof, AAR reserves all defenses available under the Convention to any such claim. AAR also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - (3) Neither the waiver of limits nor the waiver of defense 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 defenses under Article 20 and the limit in Article 22 (1) of the Warsaw Convention as amended at the Hague, 1955.
- ④ The foregoing waiver limitation of liability notwithstanding Subparagraphs ③ (1) above, shall not apply with respect to any claim made by, on behalf of, or against any passenger or person who has willfully caused the death, wounding or other bodily injury of passenger. As to such

claims, AAR reserves the right to assert all defenses available under the Convention and other applicable law.

- ⑤ In any event, liability of AAR for delay shall not exceed the limitation set forth in the Convention.
- ⑥ Any liability for Checked and Unchecked Baggage
 - (1) Any liability of AAR is limited to 250 French Gold Francs (approximately US\$ 20) per kilogram in the case of Checked Baggage, and 5,000 French Gold Francs (approximately US\$ 400) for each passenger in the case of Unchecked Baggage or other property. The liability of AAR is limited to 1,131 SDRs for Checked and Unchecked baggage where the Montreal Convention applies. For the carriage governed by the national laws, the liability of AAR shall be determined by reference to the provisions of such applicable national laws.
 - (2) If, in the case of checked baggage, a higher value is declared in advance and additional charges are paid pursuant to paragraph 9 of Article 9, the liability of AAR shall be limited to such higher declared value.
 - (3) In no case AAR's liability shall not exceed the amount of proven damage. All claims are subject to proof of actual loss suffered by the passenger.
 - (4) Under no circumstances will AAR be liable for damage to unchecked baggage not attributable to the negligence of AAR. Assistance rendered to the passenger by AAR's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.
 - (5) In the event of delivery to the passenger of part but not all of his/her checked baggage, or in the event of damage of part but not all of such baggage, the liability of AAR 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.
 - (6) AAR 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 AAR shall indemnify AAR for all losses and expenses incurred by AAR as a result thereof.
 - (7) AAR is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In addition, AAR shall not be liable for wear and tear of

baggage, including scratches, cuts, scuffs, dents, marks and stains, resulting during the standard baggage handling process.

- (8) For International transportation, AAR's liability limit for delay, damage or loss to checked baggage including, but not limited to, electronic devices such as laptop computers, cellular phones, cameras, camcorders, MP3 players, fragile or perishable articles, money, jewelry, negotiable papers, securities or other valuables, medicines, keys, passports and other identification documents, samples or business documents is governed by the Convention or the General Conditions of Carriage.
- ⑦ AAR may refuse to accept any articles which do not constitute baggage as such term is defined herein, but if delivered to and received by AAR, 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 AAR.
- ⑧ When AAR issues a ticket or checks baggage for carriage over the lines of another carrier, AAR does so only as agent of such carrier except with respect to codeshare flights. AAR shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked baggage and/or 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 AAR, when AAR is the first carrier or the last carrier under the agreement to carry.
- ⑨ The sum mentioned in terms of SDR 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 judgment 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.
- ⑩ AAR shall not be liable in any event for indirect, , special or any other form of non-compensatory damage arising from carriage subject to these Conditions of Carriage and applicable tariffs, irrespective of AAR's recognition of the damage in advance.
- ⑪ Any exclusion or limitation of liability of AAR under these Conditions of Carriage and applicable tariffs shall apply to agents, servants or representatives of AAR acting within the scope of their

employment and also to any person whose aircraft is used by AAR for carriage and his/her 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 damage, 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 16. (TIME LIMITATIONS ON CLAIMS AND ACTIONS)

1. Time Limitation on Claims

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to an office of AAR forthwith after the discovery of the damage 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/her disposal (in the case of delay) or should have been placed at his/her disposal (in the case of loss). 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;

- ① It was not reasonably possible for him to give such notice
- ② Such notice was not given due to fraud on the part of AAR or
- ③ AAR had knowledge of damage to passenger's baggage.

2. Time Limitation on Actions

Any right to damage against AAR shall be extinguished if an action is not 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 17. (OVERRIDING LAW)

Insofar as any provision contained 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 18. (MODIFICATION AND WAIVER)

No agent, servant or representative of AAR has authority to alter, modify or waive any provision of the contract of carriage or of these Conditions of Carriage or other applicable tariffs.

ARTICLE 19. (ORIGINAL COPY OF CONDITIONS OF CARRIAGE)

These Conditions of Carriage may be published in English, and in the event of any inconsistency or conflict between Korean text and English text, the former shall prevail.

Name of Carrier: ASIANA AIRLINES, INC.

Abbreviation of Name: AAR