

**Conditions of Carriage – Domestic Passengers and Baggage –  
AIRDO Co., Ltd.**

**[Chapter I: General Provisions]**

**Article 1: Definitions**

In these Conditions of Carriage,

“**Domestic Carriage**” means carriage by air performed by the Carrier, gratuitously or for reward, in respect of which, under a contract of carriage, the place of departure and the destination, or other agreed stopping place(s) are all situated in Japan.

“**Carrier**” means, AIRDO Co., Ltd.

“**Carrier’s Office**” means a Carrier’s office (including a city office and an airport office), a local office of a sole agent or agent(s) designated by the Carrier and/or the Carrier’s web page on the Internet.

“**Ticket**” means such form of electronic document as is recorded in the Carrier’s database (hereinafter referred to as an “Electronic Ticket”) or a paper ticket issued by the Carrier’s Office for the carriage of passengers on the Carrier’s domestic lines, pursuant to these Conditions of Carriage.

“**Authentication Code**” means a code that can prove that the passenger has an Electronic Ticket, such as a confirmation number, a credit card number that was used for payment and/or any other number designated by the Carrier.

“**Exchange Order**” means a document issued by any Carrier’s Office in exchange for which a Ticket shall be issued to the person named therein.

“**Stopover**” means such deliberate interruption of a trip by a passenger, at any point between the place of departure and the destination, as is agreed to in advance by the Carrier.

“**Baggage**” means such articles, effects and other personal property of a passenger that constitute either Checked or Unchecked Baggage, unless otherwise specified.

“**Checked Baggage**” means such Baggage that the Carrier takes custody of and for which it issues a Baggage Identification Tag (the Baggage tag that is attached by the Carrier to a particular article of Checked Baggage and the Baggage claim stub that is given to the passenger).

“**Unchecked Baggage**” means such Baggage other than Checked Baggage that the Carrier has permitted a passenger to carry into the cabin.

“**Baggage Identification Tag**” means a document issued by the Carrier solely for the purpose of identification of Checked Baggage, which consists of two portions: the Baggage tag that is attached by the Carrier to a particular article of Checked Baggage and the Baggage claim stub that is given to the passenger.

“**Excess Baggage Ticket**” means a document issued by the Carrier for carriage of Baggage in excess of the applicable free Baggage allowance specified by the Carriage.

## **Article 2: Application of Conditions**

1. These Conditions of Carriage shall apply to the Domestic Carriage of passengers and Baggage, together with any incidental services provided by the Carrier.
2. Carriage of passengers shall be subject to these Conditions of Carriage and any regulations provided for under such Conditions in effect on the day the passenger boards the aircraft.
3. Should any special agreement be made with respect to a particular provision of these Conditions of Carriage, such special agreement shall apply, notwithstanding the aforementioned provision.

## **Article 3: Change in Conditions of Carriage and/or Relevant Regulations**

The Carrier may change, modify or amend any provision of these Conditions of Carriage or the regulations established under the Conditions; provided that such change, modification or amendment shall be notified by posting on its website or in any other appropriate manner for a reasonable period of time.

## **Article 4: Publication**

Passenger fares, Excess Baggage charges, other fees and charges, timetables and other necessary information shall be published together with these Conditions of Carriage at any Carrier's Office.

## **Article 5: Consent of Passengers**

Passengers shall be deemed to have acknowledged and given consent to these Conditions of Carriage and the rules and regulations established under these Conditions.

## **Article 6: Governing Law and Jurisdiction**

1. These Conditions of Carriage shall be construed in accordance with the laws of Japan, and any matter not provided for in these Conditions of Carriage shall be subject to the laws of Japan.
2. Any dispute arising out of, or in connection with, these Conditions of Carriage shall be subject to the jurisdiction of Japanese courts and legal proceedings therefor shall be governed by the laws of Japan, no matter who is entitled to claim for damages or what the legal basis for such claim is.

## **Article 7: Instructions of Carrier's Agent**

Passengers shall observe the instructions of the Carriers' agent with respect to boarding, deplaning, and/or any other acts at airports or on board, or with respect to places of loading or unloading of the passenger's Baggage.

# **[Chapter 2: Carriage of Passengers]**

## **[Section 1: Tickets]**

## **Article 8: Issuance and Validity of Tickets**

1. The Carrier shall issue, at a Carrier's Office, an Electronic Ticket, a paper Ticket or an Exchange Order

(hereinafter referred to as the “Issuance of a Ticket”) upon receipt of payment by the passenger of such applicable fares and/or charges as separately stipulated by the Carrier. A passenger shall provide the Carrier his/her name, age, sex, and any contact information such as a telephone number that the Carrier may use to communicate with the passenger.

2. A Ticket or Exchange Order may be used only by the passenger who is named on such Ticket or Exchange Order and shall not be transferred to a third party.
3. A Ticket shall be invalid, unless the passenger uses it in accordance with the information prerecorded in the electronic database of the Ticket (or in the case of a paper Ticket, as described on the Ticket) (hereinafter referred to as “Reservations Data”).
4. In order for the Carrier to confirm the validity of a Ticket, the passenger will be requested to present or declare his/her Authentication Code, or present his/her paper Ticket or Exchange Order (hereinafter referred to as “Presentation of Authentication Code or Ticket”).
5. A passenger must present a valid Authentication Code, Ticket or document stipulated by the Carrier, which is duly issued in accordance with the Carrier’s regulations and valid for the flight which he/she is actually to board. When a passenger fails to do so, the Carrier may refuse carriage of such passenger.

#### **Article 9: Period of Validity**

1. A passenger’s Ticket that contains in its Reservations Data the flight that the passenger is scheduled to board, shall be valid for that flight exclusively.
2. A passenger’s Ticket that does not contain in its Reservations Data the flight that the passenger is scheduled to board, shall be valid on the date of issuance of such Ticket and for 1 year from the following day, unless otherwise provided for by the Carrier, with respect to a Ticket to which the Carrier applies a special fare.
3. The preceding two paragraphs shall apply mutatis mutandis to Exchange Orders. However, an Exchange Order containing in its Reservations Data the flight that the passenger is scheduled to board shall be exchanged for a Ticket for such flight not later than the scheduled boarding day. An Exchange Order that does not contain in its Reservations Data the flight that the passenger is scheduled to board, shall be exchanged for a Ticket within 90 days, calculated from the day following the date of issuance of such Exchange Order.
4. A passenger’s Ticket shall become invalid unless the passenger boards a flight on or before the expiry date of the period of validity of the Ticket.

#### **Article 10: Extension of Validity**

1. If a passenger is prevented from traveling within the period of validity of a Ticket or Exchange Order by reason of his/her illness or for any other reason, or if the Carrier is unable to provide a previously confirmed seat on the flight or make a seat available for reservation within the validity of a Ticket or Exchange Order, the validity of the Ticket may be extended for only 30 days, from the day following the expiry date of the period of validity of the Ticket or Exchange Order originally issued.
2. If the period of validity of a Ticket is extended pursuant to the preceding paragraph, a Ticket or Exchange Order

held by any person accompanying the passenger holding the Ticket may likewise be extended.

#### **Article 11: Seat Reservations**

1. A passenger shall make a seat reservation for a flight in order to board the Carrier's flight.
2. The Carrier will accept applications for seat reservations, at the earliest, more than 2 months prior to the scheduled date of the flight at the Carrier's Offices, unless otherwise provided for by the Carrier with respect to a passenger paying a special fare.
3. If a passenger makes a seat reservation after the issuance of a Ticket, he/she shall present his/her Authentication Code or Ticket and shall provide necessary information to have them recorded in the Carrier's database (or in the case of a paper Ticket, shall provide the necessary information to have them entered on the face of the Ticket).
4. In order to cancel or change a seat reservation, the passenger shall present his/her Authentication Code or Ticket to the Carrier. The reservation made to a passenger shall be non-transferable.
5. Notwithstanding the preceding three paragraphs, the Carrier may accept, at a Carrier's Office separately designated, an application for a seat reservation or its cancellation, or change in a seat reservation, without the Authentication Code or Ticket being presented.
6. A seat reservation made pursuant to the preceding paragraph shall not be confirmed unless the passenger presents the Authentication Code or Ticket to the Carrier not later than the time limit specified by the Carrier for the purchase of the Ticket. Should the passenger fail to present the Authentication Code or Ticket by such time, the Carrier may cancel the seat reservation and any onward reservations, without prior notice.
7. In cases where paragraph 2 of Article 20 applies, the Carrier may cancel any onward reservations made subsequent to such reservation.
8. AIRDO prohibits acts of reservations not intended for actual boarding.
9. The Carrier may, at its own discretion, cancel all of or a portion of a passenger's reservation if two or more seats are reserved for the same passenger and if:
  - (1) the reservations are made for the flight or flights of the same sector of which each scheduled time of departure is the same or in proximity to each other.
  - (2) it is reasonably considered that the passenger can not use all of reserved seats.

#### **Article 12: Seat Assignment**

The Carrier may permit a passenger to reserve a specific seat on a flight in advance, provided that the Carrier may, without prior notice, change such seat due to a change in equipment or any other unavoidable reason related to flight operations.

#### **Article 13: Check-in Time**

1. A passenger shall arrive at the time and place stipulated by the Carrier in order to complete the necessary departure procedures before boarding an aircraft.
2. The Carrier may refuse boarding by a passenger who fails to arrive by the time stipulated by the Carrier, as

provided for in the preceding paragraph.

3. The Carrier shall not delay a flight for any passenger who fails to arrive by the time stipulated by the Carrier pursuant to paragraph 1.

#### **Article 14: Refusal and Limitation of Carriage**

1. The Carrier may refuse carriage of, or remove at any stopping place, any passenger, (upon such refusal or removal, the Carrier shall make a refund to the passenger pursuant to paragraph 1 of Article 22 and shall not collect cancellation charge) and in such case, handle his/her Baggage accordingly, if the Carrier deems that the passenger falls under any of the following:

- (1) such action is necessary for flight safety;
- (2) such action is necessary in order for the Carrier to comply with applicable laws or regulations, or governmental requirements;
- (3) the passenger, because of his/her conduct, age, mental or physical condition:
  - (a) requires special assistance by the Carrier;
  - (b) is seriously injured or ill, or is an unaccompanied child under the age of eight years;
  - (c) carries any of the items specified below:

weapons (excluding those carried by competent officers on duty), gunpowder, explosives, corrosive items, inflammable items, or other articles which are likely to cause a hazard or risk to the aircraft, passengers, and/or any loaded property, or articles or live animals inappropriate for carriage by aircraft;
  - (d) may cause discomfort or trouble to other passengers;
  - (e) may cause harm to the safety or health of himself/herself or other persons;
  - (f) may cause harm to an aircraft or any property;
  - (g) falls under the provisions of paragraph 4 or 5 of Article 27;
  - (h) obstructs any Carriers' staff, agent and crewmember of the Carrier from performing his/her duties or fails to comply with Baggage-any instruction of such crewmember;
  - (i) uses a portable telephone, portable radio, electronic game or other electronic device in an aircraft cabin without the Carrier's permission;
  - (j) smokes in an aircraft cabin, including the use of all smoking devices;

In the cases mentioned in sub-paragraph (3)(e), (f) or (h) of this paragraph, the Carrier may take, in addition to the measures mentioned above, such other measures as the Carrier deems necessary to prevent the passenger from continuing such conduct, obstruction or act. These measures shall include, but are not limited to, restraint of the passenger.

2. To ensure assistance in emergency evacuation, the Carrier may prevent a passenger from taking an exit row seat of the aircraft and change his/her seat to another seat (upon which change, if the exit row seat is a special seat, the Carrier shall refund the special fare applied to the seat by the Carrier and shall collect no cancellation charge), if the Carrier determines at its reasonable discretion that the passenger falls under any of the following

subparagraphs.

- (1) the passenger is under the age of 15.
- (2) the passenger has any difficulty in assisting in emergency evacuation, or may cause any harm to his/her health if he/she assists in emergency evacuation due to his/her physical condition, health or for other reasons.
- (3) the passenger can not understand evacuation procedures and crew's instructions.
- (4) the passenger does not consent to providing assistance in emergency evacuation.

#### **Article 15: Loss of Paper Ticket**

1. If a passenger loses his/her paper Ticket, the passenger shall be required to purchase a new Ticket for the sector that the lost Ticket covers.
2. If, in the case of the preceding paragraph, the loss of the Ticket is reported to a Carrier's Office (excluding the Carrier's web page, hereinafter the same shall apply) on or before the expiry date of the refund period provided for in Article 21, the Carrier shall issue a refund (upon such refund, the Carrier shall collect the refund charge set forth in paragraph 1 of Article 20) in the manner set forth below, provided that: the lost Ticket is presented on or before the expiry date of the effective period for refund (within 3 months from the day following the expiry date of the refund period, hereinafter the same shall apply); or the Carrier has confirmed as a result of an investigation conducted after the expiry of the effective period for refund that neither the lost Ticket has been used during the effective period set forth in Article 9 nor that a refund has been made by the expiry date of the refund period.
  - (1) If the passenger has not purchased a replacement Ticket, the Carrier shall refund the fare and relevant charges paid for the lost Ticket: provided, however, that if a cancellation charge set forth in paragraph 2 of Article 20 is applicable, the Carrier shall collect such cancellation charge as well as the prescribed refund charge.
  - (2) If the passenger has purchased a replacement Ticket, the Carrier shall refund the fare and relevant charges for the replacement Ticket, unless otherwise provided for by the Carrier.
  - (3) If, in the case of sub-paragraph (1) or (2) above, the passenger has canceled the portion of trip covered by the lost Ticket, the Carrier shall issue a refund pursuant to the provision of Article 20.
3. The preceding two paragraphs shall apply mutatis mutandis to a lost Exchange Order.
4. If, in the case of the preceding two paragraphs, the Carrier determines to issue a refund as a result of an investigation conducted after the expiry of the effective period for refund, the Carrier shall collect, in addition to the prescribed refund charge and cancellation charge, an investigation fee of 2,060 yen per Ticket flight coupon or Exchange Order coupon and 1,030 yen per charge slip.

#### **[Section 2: Fares and Charges]**

##### **Article 16: Fares and Charges**

1. Fares and charges, conditions of their application and other conditions are shown in the Carrier's passenger tariff table for each type of fares and charges as separately stipulated by the Carrier.

2. Fares shall apply to carriage from the airport at the place of departure to the airport at the destination.
3. Fares and charges shall include consumption tax (including local consumption tax).

#### **Article 17: Applicable Fares and Charges**

1. Applicable fares and charges shall, unless otherwise provided in Carrier's regulations, be those in effect as of the date of issue and applicable on the date the passenger is scheduled to board the aircraft.
2. If any fares and/or charges collected by the Carrier are not equivalent to the applicable fares and/or charges, the difference shall be refunded or collected by the Carrier, as the case may be, unless otherwise provided in Carrier's regulations with respect to any passenger paying a special fare and/or charges.

#### **Article 18: Carriage of Infants Free of Charge**

The Carrier will accept carriage free of charge of 1 non-seat occupying passenger under 3 years of age (hereinafter referred to as an "Infant"), provided the infant is accompanied by 1 passenger of 12 years of age or over.

#### **Article 19: Changes Requested by Passenger**

Of the Reservations Data on a Ticket or any data specified in an Exchange Order (hereinafter referred to as the "Reservations Data of a Ticket or Exchange Order"), any change in the date, time, flight, sector, routing, or destination requested by the passenger shall be effected in accordance with the applicable conditions separately stipulated by the Carrier for each type of fare and charges. For those fares and charges where a change requested by a passenger is permitted, changes shall be effected only when such request is made at a Carrier's Office during its business hours and prior to the scheduled departure time of the original flight, pursuant to the following. Such change, however, is subject to the availability of a seat on the flight that the passenger desires to board. The passenger shall present to the Carrier's Office the Authentication Code or Ticket when requesting for a change.

- (1) The Carrier shall refund, or collect, as the case may be, any difference between the amount of fare and charges applicable to the whole sector affected by the change and the amount of fare and charges already paid.
- (2) The fare and charges applicable after such change shall, unless otherwise provided in Carrier's regulations, be those which, as of the date of original issue, were intended to apply on the date the passenger desires to board.
- (3) The period of validity of the Ticket for which change is effected shall be the period of validity applicable as of the date on which the Ticket originally purchased was issued.
- (4) No cancellation charge set forth in paragraph 2 of Article 20 shall be collected by the Carrier for the cancellation of a reservation for the original flight due to such change.
- (5) If any charge becomes, or ceases to be, applicable due to the change, the Carrier shall collect, or refund such charge, as the case may be.

#### **Article 20: Voluntary Refund, and Refund/Cancellation Charges**

1. In the case of a refund for a Ticket or an Exchange Order requested by a passenger, the amount of refund shall be: if the entire portion of the itinerary is to be refunded, the total amount of the fare and charges paid; and if a

part of the itinerary is to be refunded, an amount equal to the difference between the fare and charges paid, and the fare and charges applicable to the portion of the itinerary for which the Ticket or the Exchange Order has been used. Upon such refund as prescribed above, unless otherwise specifically provided in Carrier's regulations, the Carrier shall collect from the passenger 440 yen as a refund charge per sector specified in the Ticket or Exchange Order.

2. In the case of a refund for a Ticket or Exchange Order for which a seat has already been reserved pursuant to the provision of the preceding paragraph, a cancellation charge shall be collected in accordance with the Carrier's passenger tariff table for each type of fares and charges as separately stipulated by the Carrier.
3. If the total amount of the fare and charges paid is less than the total amount of the refund charge and cancellation charge payable pursuant to each of the preceding two paragraphs, the total amount of refund and cancellation charge shall not exceed the amount of the fare and charges paid.

#### **Article 21: Refund Period**

Any refund of a fare or charges shall be made in exchange for the surrender of a Ticket or an Exchange Order by not later than 30 days from the day following the expiry date of the period of validity of such Ticket or Exchange Order.

#### **Article 22: Involuntary Changes and/or Cancellation Caused by Carrier**

1. If the Carrier fails to perform a contract of carriage, in whole or in part, for any reasons other than those requested by a passenger and except for those set forth in paragraph 5 of Article 40 (hereinafter referred to as an "Involuntary Change or Cancellation Caused by Carrier"), the Carrier shall, at the passenger's option, follow one of the below (1), (2), or (3) procedures.

(1) The Carrier will have the option of providing either of the following to carry the passenger and his/her Baggage to the first destination of the Reservations Data on the Ticket or Exchange Order.

- (a) on a flight of the Carrier on which a seat is available.
- (b) on a flight of any other carrier on which a seat is available.
- (c) by other means of transportation.

In the cases set forth above, if an amount of fare and charges after the change of flight or rerouting exceeds the amount that would have been refunded for the applicable fare and charges of the original sector, the Carrier shall not collect the difference. If such amount is less than the amount that would have been refunded, the Carrier shall refund the difference, unless otherwise provided for by the Carrier with respect to a particular Ticket or Exchange Order;

(2) The Carrier shall issue a refund as follows: before commencement of travel – the full amount of fare and charges collected by the Carrier; after commencement of travel – the applicable fare and charges from the point of cancellation to the destination (or the scheduled stopover place) specified in the Reservations Data of the Ticket or Exchange Order as separately stipulated by the Carrier.

(3) The Carrier shall extend the period of validity of the unused sector of the Ticket.

2. If the number of passengers (only those who have presented his/her Authentication Code, Ticket or the like, with confirmed reservation, for check-in at a Carrier's airport office by the time stipulated by the Carrier) with valid seat reservations on a flight exceeds the number of available seats on the flight and therefore seats are not available to some passengers, the Carrier shall call for volunteers prepared to surrender their confirmed reservations. In such cases, the Carrier shall make a certain amount of payment stipulated by the Carrier to those volunteers who surrendered their confirmed reservations as a cooperation reward, in addition to any arrangements set forth in paragraph 1 of this Article.

#### **Article 23: Cancellation or Changes for Reasons Other than Those Caused by Carrier or Requested by Passenger**

If the Carrier fails to perform a Contract of Carriage, in whole or in part, due to any reasons set forth in paragraph 5 of Article 40, the Carrier shall take any of the steps set forth below at the option of the passenger:

- (1) If travel has not yet commenced, the Carrier shall perform carriage of the passenger and his/her Baggage on a flight on which seats are available, to the initial destination specified in the Reservations Data of the Ticket or Exchange Order.

If the destination specified in the Reservations Data of the Ticket or the Exchange Order changes after commencement of the flight, the Carrier shall arrange for carriage to the initial destination specified in the Reservations Data of the Ticket or the Exchange Order for the passenger and his/her Baggage by any of the following means of transportation at the option of the Carrier.

- (a) on a flight of the Carrier on which a seat is available.
- (b) on a flight of another carrier on which a seat is available.
- (c) by other means of transportation.

In the cases set forth above, if an amount of fare and charges after the change of flight or rerouting exceeds the amount that would have been refunded for the applicable fare and charges of the original sector, the Carrier shall not collect the difference. If such amount is less than the amount that would have been refunded, the Carrier shall refund the difference.

- (2) The Carrier shall issue a refund as follows: before commencement of travel – the full amount of the fare and charges collected by the Carrier; after commencement of travel – the applicable fare and charges from the point of cancellation to the destination (or the scheduled stopover place) specified in the Reservations Data of the Ticket or Exchange Order as separately stipulated by the Carrier.
- (3) The Carrier shall extend the period of validity of the unused sector.

#### **Article 24: Fraudulent Boarding**

Any of the acts set forth below shall constitute fraudulent boarding and shall be subject to a charge of double the amount of the highest fare and charges applicable at the time of such fraudulent boarding, in addition to the fare and charges applicable to the passenger for the flight flown under fraudulent boarding, provided that if the sector flown cannot be ascertained, the fare and charges shall be calculated from the place of departure of the flight.

- (1) Failure to present an Authentication Code or Ticket at the request of the Carrier's personnel in charge, or to board beyond the sector specified in the Reservations Data of the Ticket or the Exchange Order without approval from the Carrier's agent.
- (2) To board a flight intentionally with an invalid Ticket.
- (3) To board a flight at a special fare on the basis of a false declaration.

### **[Section 3: Baggage]**

#### **Article 25: Checked and Unchecked Baggage**

1. The Carrier shall, upon presentation by the passenger of a valid Authentication Code or a Ticket, accept as Checked Baggage or acknowledged as Unchecked Baggage, the Baggage tendered by the passenger at the Carrier's airport office by the time stipulated by the Carrier.
2. In addition to the preceding paragraph, upon requested by a passenger who is scheduled to transfer to a connecting flight of any other carrier (only if the Carrier has entered into a contract regarding carriage of Baggage with such other carrier) departing from the destination of the Carrier's flight, the Carrier shall accept Baggage tendered by the passenger as Checked Baggage for the carriage on the connecting flight of another carrier, if the passenger presents a valid Authentication Code or a Ticket for the Carrier's flight as well as a valid Authentication Code or a Ticket for the connecting flight of another carrier at the Carrier's airport office by the time stipulated by the Carrier.

In this case, the Carrier shall accept Baggage as Checked Baggage with the consent of the passenger as an agent of another carrier, pursuant to the conditions of carriage of such other carrier. The Carrier shall not deliver the Checked Baggage to the passenger at the destination airport of the Carrier's flight.

3. The Carrier shall issue a Baggage Identification Tag for the Checked Baggage.

#### **Article 26: Loading of Checked Baggage**

The Carrier shall carry the Checked Baggage of a passenger in the same flight as the passenger, provided that the Carrier may, if such carriage is deemed impractical by the Carrier because of the maximum permissible weight or for other reasons, carry the Checked Baggage on any other flight or by any other transportation service on which the Checked Baggage can be loaded.

#### **Article 27: Security Inspection**

1. A passenger shall submit to any security check required by the Carrier, unless it is specifically deemed unnecessary by the Carrier.
2. The Carrier will inspect the contents of a passenger's Baggage by opening it and/or by any other means in the presence of the passenger or a third person, for the purpose of security (including, but not limited to, the prevention of unlawful seizure, control or destruction of an aircraft) or for any other reasons. Notwithstanding the foregoing, the Carrier may inspect the passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any items prohibited or restricted under Article

31.

3. The Carrier will search any items worn or carried by a passenger by touching the passenger over his/her clothes or worn items or by using any instruments such as a metal detector, for the purpose of security (including, but not limited to, the prevention of unlawful seizure, control or destruction of an aircraft) or for any other reasons.
4. If a passenger refuses the Carrier's inspection referred to in paragraph 2, the Carrier will refuse to load such Baggage.
5. If a passenger refuses the Carrier's inspection referred to in paragraph 3, the Carrier will refuse to board such passenger.
6. If, as a result of the inspection or search set forth in the preceding paragraphs 2 and 3, the Carrier discovers any items of which is prohibited or restricted Baggage under Article 31, the Carrier may forbid the passenger to carry it into the cabin or refuse to load such items, or may take measures for the disposal of such items.

#### **Article 28: Delivery of Checked Baggage**

1. A passenger shall claim and receive his/her Baggage as soon as reasonably possible after it becomes receivable and check the Baggage Identification Tag at the Destination.
2. The bearer of the Baggage Identification Tag(s) issued to a passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of the checked Baggage. A passenger should submit his/her Baggage claim stub(s) to the Carrier.
3. In the event that the passenger receive his/her Baggage pursuant to sub-paragraphs 1 and 2, the Carrier shall not be obligated to verify that the bearer of a Baggage Identification Tag(s) is truly entitled to accept delivery of the Baggage. The Carrier shall not be liable for any damage arising out of or in connection with its failure to verify.
4. Checked Baggage shall be delivered to the passenger only at the destination specified on the Baggage Identification Tag, provided that if the passenger so requests, Checked Baggage shall be delivered at the place of departure or a stopping place insofar as circumstances permit such delivery.

#### **Article 29: Loss of Baggage Identification Tag**

Should a passenger lose his/her Baggage Identification Tag, the Carrier may deliver the Baggage to the passenger in accordance with a procedure separately provided for by the Carrier, only if the Carrier deems the person claiming delivery of Checked Baggage to be duly entitled to such delivery and if the Carrier receives a commitment from such person to indemnify and hold harmless the Carrier from any loss or damage that the Carrier may incur as a result of the delivery of Checked Baggage to such person.

#### **Article 30: Disposal of Undeliverable Baggage**

Checked Baggage that remains unclaimed for seven 7 days, calculated from the day following the date of its arrival at the destination, may be disposed of by the Carrier as appropriate. In this case, the passenger shall be liable for any damage and expenses incurred by the Carrier in connection with such disposal.

### **Article 31: Prohibited or Restricted Baggage**

1. The Carrier shall refuse to accept any of the following as Checked Baggage and Unchecked Baggage, unless specifically permitted by the Carrier.
  - (1) items that may endanger or cause trouble to the aircraft or any person or property on board;
  - (2) firearms, swords and other similar items, and explosives and other ignitable or flammable items;
  - (3) corrosive chemicals and liquids not contained in a suitable container.
  - (4) live animals.
  - (5) dead body.
  - (6) items that are prohibited by applicable laws or regulations, or by governmental requirements, from being loaded into, or transferred by, aircraft.
  - (7) items that exceed the number of pieces, weight or dimensions separately specified by the Carrier.
  - (8) items that are not properly packed or packaged.
  - (9) items that are easily transmuted, wasted or destroyed.
  - (10) other items which the Carrier considers unsuitable for carriage on an aircraft.
2. The Carrier shall refuse to accept any of the following as Unchecked Baggage.
  - (1) cutting tools.
  - (2) items similar in shape to firearms, swords, and explosives (e.g. pistol-shaped lighters, hand grenade-shaped lighters).
  - (3) other items the Carrier considers as potential weapons (e.g. bats, golf clubs, ice skates).

### **Article 32: Valuables**

Platinum, gold and other precious metals, currency, bank notes, negotiable securities, documentary stamps, jewelry, art works, antiques and other high-value items shall not be accepted as Checked Baggage.

### **Article 33: Checked Baggage**

1. Baggage that a passenger may check shall satisfy all of the following conditions.
  - (1) the total weight shall not exceed 100 kilograms.
  - (2) the weight of each piece shall not exceed 32 kilograms.
  - (3) the three dimensions of each piece shall not exceed 203 centimeters, and shall be the dimensions that can be stowed in a cargo compartment.
2. The Carrier shall permit a passenger to check Baggage which exceed the limitations preceding (2) and (3), only if a prior due notice of such Baggage is given to, and a prior permission to such Carriage is granted by, the Carrier. For the Baggage exceeding the free Baggage allowance as described in Article 35, the Carrier shall collect excess Baggage charges as separately stipulated by the Carrier.

### **Article 34: Unchecked Baggage**

1. Baggage that a passenger may carry into the cabin shall satisfy all of the following conditions;

- (1) not more than one piece.
  - (2) the total weight shall not exceed 10 kilograms.
  - (3) the total dimensions shall not exceed 115 centimeters and shall be of the size that can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the passenger.
  - (4) when specifically permitted by the Carrier, in which case the preceding three paragraphs shall not apply.
2. In addition to the Baggage set forth in the preceding paragraph, each passenger may carry in the cabin as his/her personal belongings any article complying with the following conditions.
  - (1) the personal belongings which the passenger carries and retains as permitted by Carrier's regulations, subject to the provisions of sub-paragraph (3) of the preceding paragraph. More than one article may be carried into the cabin, provided that the total weight of the Baggage under the preceding paragraph and these personal belongings do not exceed 10 kilograms.
  - (2) The articles listed below may be carried into the cabin, even if the weight and/or the dimensions exceed the limitations set forth in sub-paragraphs (2) and (3) of the preceding paragraph.
    - (a) one (1) coat.
    - (b) one (1) umbrella or a walking stick.
    - (c) a pair of crutches and prosthetic hand or leg, braces or other prosthetic device for a physically disabled passenger's own use.
    - (d) an eye-assistance, service or hearing-assistance dog accompanying a passenger with a disability to assist such passenger.
3. The Carrier shall not accept carriage of any articles other than those set forth in the preceding paragraphs 1 and 2 of this Article as Unchecked Baggage, but the Carrier will permit a passenger to carry into the cabin articles not suitable for Carriage in a cargo compartment (such as fragile musical instruments) only if a prior due notice of such article is given to, and a prior permission to such Carriage is granted by the Carrier. Carriage of such Baggage shall be subject to a charge provided in the Carrier's regulations.
4. Notwithstanding the preceding paragraphs 1 and 2 of this Article, a passenger shall not carry into the cabin any Baggage which Carrier deems cannot be stowed in safety in the cabin.

### **Article 35: Free Baggage Allowance**

1. Unless otherwise specifically provided in Carrier's regulations, the total free Baggage allowance of Checked and Unchecked Baggage for each passenger shall be as follows.
  - (1) a passenger paying an economy class fare shall receive a free Checked Baggage allowance of 20 kilograms.
  - (2) in addition to the preceding (1), a passenger shall receive a free Baggage allowance of Unchecked Baggage as described in paragraphs 1 and 2 of Article 34.
2. The free Baggage allowance prescribed in the preceding paragraph shall not be applicable to non-seat occupying Infant, and his/her Baggage may be deemed as that of the passenger accompanying him/her.
3. Overweight baggage in excess of the free Baggage allowance set forth in paragraph 1 of this Article shall be subject to the applicable excess Baggage charge separately stipulated by the Carrier.

4. In the event that two or more passengers traveling on the same flight check their Baggage at the same time to be carried by the Carrier to the same place, the Carrier may, upon those passenger's request, provide them collectively with a free Baggage allowance equal to the aggregated individual free Baggage allowance in respect of weight.
5. The Carrier will accept as Checked Baggage the following items for free and not include them into the free Baggage allowance.
  - (1) a fully collapsible stroller/pushchair, carrying basket and/or a car seat for infants or children passenger's own use.
  - (2) wheelchair and other similar assistive devices for disabled passenger's own use.
  - (3) an eye-assistance, service or hearing-assistance dog accompanying a passenger with a disability to assist such passenger.

#### **Article 36: Pets**

1. The Carrier shall accept the carriage of pets accompanied by a passenger as Checked Baggage. The term "pets" used herein means domesticated small dogs, cats, birds, etc.
2. The free Baggage allowance set forth in Article 35 shall not apply to the pets specified in the preceding paragraph. The passenger shall pay the Carrier a charge as separately stipulated by the Carrier.

#### **Article 37: Refund of Excess Baggage Charges and Charges for Pets**

1. If a passenger cancels carriage of his/her Baggage by not later than 20 minutes prior to the scheduled departure time, the full amount of the excess Baggage charges and/or charges for pets paid in connection with the canceled carriage shall be refunded.
2. If a passenger cancels the carriage of his/her Baggage after the time set forth in the preceding paragraph, or a passenger requests to cancel such carriage in the course of carriage, the Carrier shall not refund the excess Baggage charges and/or charges for pets paid for the onward portion of the carriage that has not been flown, except when the Carrier fails to perform the contract of carriage, in whole or in part, for any reasons caused by the Carrier.

#### **Article 38: Excess Value Charges**

If the total value of the Baggage of a passenger and his/her personal belongings exceeds 150,000 yen, the passenger may declare such value. Upon such declaration, excess value charge at the rate of 10 yen for each 10,000 yen, or any fraction thereof, in excess of 150,000 yen shall be payable by the passenger.

#### **Article 39: Refund of Excess Value Charges**

1. If a passenger requests to cancel his/her whole journey, the Carrier shall refund the excess value charges collected by the Carrier in connection with such canceled journey.
2. If a passenger requests to cancel a portion of his/her journey, the Carrier shall not refund any excess value charges,

except where the Carrier fails to perform the contract of carriage, in whole or in part, for any reason caused by the Carrier.

#### **[Section 4: Liability]**

##### **Article 40: Liability of Carrier**

1. The Carrier shall be liable for any loss or damage arising in connection with the death or wounding of, or any other bodily injury suffered by, a passenger, if the incident or accident which causes such loss or damage takes place on board an aircraft or in the course of embarking or disembarking an aircraft.
2. The Carrier shall be liable for any loss or damage arising in connection with the destruction or loss of, or damage to, any Checked Baggage or any other article of a passenger of which the Carrier takes custody, if an incident or accident which causes such loss or damage, takes place while such Baggage or article is in the custody of the Carrier.
3. The Carrier shall not be liable for such loss or damage as provided for in paragraphs 1 and 2 of this Article, if it is proved that the Carrier and/or its Agent(s) have taken necessary measures to avoid such loss or damage or that the Carrier and/or its Agent(s) were prevented from taking such measures. The term “Agent(s)” as used in this chapter means any employee, representative, agent or contractor of the Carrier who assists in the performance of the contract of the carriage.
4. The Carrier shall be liable for loss or damage arising out of or in connection with the destruction or loss of, or damage to Unchecked Baggage or any other article carried or worn by a passenger only if it is proved that such destruction, loss or damage was caused by the negligence of the Carrier and/or its Agent(s).
5. The Carrier may, without notice, change the scheduled time of, or cancel, suspend or terminate any flight; change places of departure and/or destination; make emergency landing; limit the number of passengers on board; unload all or part of loaded Baggage; or take any other necessary measures, for any reason beyond the Carrier’s control, such as laws or regulations, governmental requirements, security requirements (including, but not limited to, prevention of unlawful seizure, control or destruction of an aircraft), adverse weather, force majeure, labor dispute actions, riots, civil commotions and wars; and the Carrier shall not be liable for any damage arising as a result of taking such measures, unless the Carrier is held liable for such damage pursuant to the preceding four paragraphs in this Article.

##### **Article 41: Indemnity Due to Inherent Defects in Baggage**

The Carrier shall not be liable for any loss or damage arising in connection with destruction or loss of, or damage to any Checked Baggage or any other article of a passenger that the Carrier takes custody of, if such damage is caused solely by any inherent defect, inadequate quality or flaw in the Baggage or the article.

##### **Article 42: Contributory Negligence**

If the Carrier proves that any damage has been caused by or caused in connection with the willful misconduct or negligence of a passenger, the Carrier shall be exempted from liability to the passenger, in whole or in part, to the

extent that such willful misconduct or negligence has caused or contributed to the damage.

#### **Article 43: Passenger's Liability to Carrier**

If the Carrier is incurred any damage caused by a passenger's willful misconduct or negligence, or by his/her failure to observe these Conditions of Carriage or any rules or regulations stipulated thereunder, the passenger shall indemnify the Carrier for such damage.

#### **Article 44: Limitation of Liability of Carrier**

1. The Carrier's liability for the carriage of Baggage shall be limited to 150,000 yen per passenger, provided that if the passenger declares a value higher than the amount for the Baggage before the commencement of the carriage and an excess value charge is paid pursuant to the provisions of Article 38, the liability of the Carrier shall be limited to an amount equivalent to such declared value but shall not, under any circumstances, exceed the actual value of the Baggage.
2. The term "Baggage" as used in the preceding paragraph shall include Checked Baggage, any other article of a passenger that is placed in the Carrier's custody, Unchecked Baggage and any other article carried or worn by the passenger.

#### **Article 45: Time Limitations on Claims and Actions for Baggage**

1. Acceptance by a passenger with no complaint of his/her Checked Baggage or any other article that the Carrier takes custody of shall be *prima facie* evidence that it has been delivered in good condition.
2. Any notice of complaint pertaining to damage to Checked Baggage or any other article of a passenger that the Carrier has taken custody of, shall be provided to the Carrier in writing and, if such Baggage or article has been received by the passenger, within seven (7) days from the day after such receipt or, if it has not been delivered to the passenger, within 21 days from the next day on which they should have been received by the passenger.
3. The Carrier shall not be liable for any damage unless a complaint is filed within the time specified in paragraph 2 of this Article.

#### **Article 46: Exception to Limitation of Liability**

The limitation of liability provided for in Article 44 of these Conditions of Carriage shall not be applicable if it is proved that the damage has been caused by the willful misconduct or gross negligence of the Carrier and/or its Agent(s), provided that if such damage is caused by willful misconduct or gross negligence of the Agent(s), it shall also be proved that the damage occurred while the Agent(s) was (were) performing his/her (their) duties.

#### **Article 47: Successive Carriage**

1. If the Carrier issues a Ticket or accepts Baggage as Checked Baggage for carriage of any other carrier, the Carrier shall do so only as an agent acting on behalf of such other carrier.
2. If the carriage of a passenger is performed successively by more than one carrier, any claim for damage arising

from such carriage may be made only against the carrier that performed the carriage that caused the damage. The Carrier shall not, under any circumstances, be liable for any damage to a passenger if the same has arisen from carriage by any other carrier.

**Article 48: Change of Carrier**

If a passenger holding a Ticket issued by the Carrier changes to another carrier with the consent of the Carrier and boards a flight of such other carrier with the same Ticket, the carriage shall be subject to the conditions of carriage of such other carrier and the Carrier shall bear no responsibility for such carriage.

**Article 49: Applicability of These Conditions of Carriage to Carrier's Agent**

If it is proved by an Agent of the Carrier that he/she was performing his/her own duties when any damage as set forth in these Conditions of Carriage occurred, the Carrier's Agent may apply to such damage any and all provisions pertaining to exclusion or limitation of liability of the Carrier in these Conditions of Carriage and any rules and regulations under these Conditions.

**Supplementary Provisions**

**Article 1: Date of Effectiveness**

These Conditions of Carriage shall come into effect as of March 10, 2023.