

**Conditions of Carriage by Charter Flight
(International Passengers and Baggage)**

– Effective 01st JULY,2020 –

AIRDO Co., Ltd.

CHAPTER I . GENERAL

1. DEFINITIONS

"ADO" means AIRDO Co., Ltd.

"ADO's Regulations" means ADO's rules and regulations, other than these Conditions of Carriage, for international carriage of passengers and baggage including, but not limited to, ADO's tables of charges and rates.

"Agreed Stopping Places" means those places, other than the place of departure and the destination, set forth in a ticket as scheduled stopping places on the passenger's route, or shown in a charter contract.

"Applicable Laws" means such laws, cabinet orders and ministerial ordinances and other governmental regulations, rules, orders, demands or requirements of any state or country as will apply to carriage of a passenger and baggage to be performed by ADO.

"Authorised Agent" means a sales agent appointed by ADO to represent ADO in the sale of carriage by charter flight over ADO's services.

"Baggage" 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 travel. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

"Baggage Check" means such portion of a ticket as provides for carriage by charter flight of checked baggage and as is issued by ADO as receipt of such checked baggage.

"Baggage Identification Tag" means a document issued by ADO solely for the purpose of identification of checked baggage and consisting of two portions: the baggage tag portion which is attached by ADO to a particular article of checked baggage and the baggage claim stub which is given to the passenger.

"Charges" means an amount to be paid for carriage by charter flight based on the applicable charges for such carriage or an amount to be paid for special or incidental services in connection with such carriage.

"Carriage by Charter Flight" means carriage of a passenger and baggage by air, gratuitous or for reward, pursuant to the charter agreement.

"Charter Agreement" means an agreement between a charterer and ADO concerning the chartering of a whole or any portion of aircraft equipped and manned with crew for one or more determined trip or trips, pursuant to which ADO contracts with a passenger and baggage by charter flight.

"Charter Application" means an application for charter flight completed and signed by the charterer in the form prescribed by ADO, by which ADO checks and confirms the charter's eligibility for charter flight in accordance with the terms and provisions of the Charter Regulations approved by Ministry of Land, Infrastructure and Transport,

Japan and in respect of the statements of which the charterer warrants to be true and correct to the best of his knowledge and belief. The Charter Regulations may be inspected at any of XX downtown offices and its offices at any airport from which ADO operates regular services.

"Charterer" means any person whose name appears on charter agreement as the party contracting with ADO. Any action taken by the charterer in respect of passenger tickets and baggage checks shall be deemed to be done as agent for the passenger.

"Checked Baggage" means baggage of which ADO takes custody and for which ADO issues a baggage check and baggage identification tag.

"Child" means a person who has reached his/her second birthday but not his/her twelfth birthday as of the date of commencement of carriage.

"Convention" means whichever of the following instruments applicable to the contract of carriage:

"Convention for the Unification of Certain Rules Relating to International Carriage by Air", signed at Warsaw on 12th October, 1929 (hereinafter referred to as "Warsaw Convention");

"Warsaw Convention as amended at The Hague in 1955" signed at The Hague on 28th September, 1955 (hereinafter referred to as "Warsaw Convention as amended at The Hague");

"Warsaw Convention" as amended by Additional Protocol No.1 of Montreal 1975 ;

"Warsaw Convention as amended at The Hague" as amended by Additional Protocol No.2 of Montreal 1975;

"Warsaw Convention as amended at The Hague" as amended by Protocol No.4 of Montreal 1975 (hereinafter referred to as "Warsaw Convention as amended at Montreal"), and

"Convention for the Unification of Certain Rules for International Carriage by Air", done at Montreal on 28th May, 1999 (hereinafter referred to as the "Montreal Convention").

"Days" means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted.

"Destination" means the ultimate stopping place shown in a ticket.

"Electronic Coupon" means an electronic flight coupon or other value document held in ADO's database.

"Electronic Flight Coupon" means such form of flight coupon as is recorded in ADO's database.

"Electronic Ticket" means the itinerary/receipt and electronic flight coupon issued by

a carrier or its authorized agent.

"Flight Coupon" means such portion of a passenger ticket (in the case of electronic ticket, the electronic flight coupon) as indicates particular places between which the coupon is good for carriage by charter flight for a passenger.

"French Gold Francs" means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths. French Gold Francs may be converted into any national currency in round figures.

"Inclusive Tour" means a journey by air organized by a tour operator, that includes arranged other transportations and hotel or any other housing accommodations.

"Inclusive Tour Charter Transportation" means carriage of passengers who make inclusive tour by charter flight under the Inclusive Tour Charter Regulations approved by the Ministry of Land, Infrastructure and Transport, Japan. The Inclusive Tour Charter Regulations may be inspected at any of ADO downtown offices and its offices at any airport from which ADO operates regular services.

"Infant" means a person who has not reached his/her second birthday as of the date of commencement of carriage.

"International Carriage" means (except where the Convention is applicable) carriage by charter flight in which, according to a contract of carriage, the place of departure and, the destination or agreed stopping places, are situated in two or more countries. As used in this definition, the term "country", which is equivalent to "state", shall include any territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.

"Itinerary/Receipt" means a document or documents forming part of the electronic ticket which contains the information such as the itinerary, ticket information, a portion of the conditions of a contract of carriage between ADO and a passenger pursuant to the charter agreement and notices relating thereto.

"Number of Contracted Seats" means all or any portion of the seat of an aircraft, the number of which ADO promised to make available to a charterer by a charter agreement.

"Passenger" means any person, except crew members, carried or to be carried in a chartered aircraft under the contract of carriage.

"Passenger Coupon" or "Passenger Receipt" means such coupon or receipt constituting a portion of a ticket as is issued by ADO or its authorized agent and is marked with "Passenger Coupon" or "Passenger Receipt", which document shall constitute a passenger's written evidence of a contract of carriage between ADO and a passenger pursuant to the charter agreement.

"Passenger Ticket" means such portion of a ticket as is issued by ADO or its

authorized agent and as provides for carriage by charter flight for a passenger.

"SDR" means Special Drawing Rights as defined by International Monetary Fund.

Conversion of the SDR. sum into a national currency shall be made as follows:

In the cases as defined in Article 24-(3), (4) of these Conditions of Carriage, it shall be made, in the case of judicial proceedings, at the exchange rate between the currency and SDR in effect on the date of the final court hearing of such proceedings, and, in any other case, at the exchange rate between the currency and SDR in effect on the date on which the amount of the damages is finally fixed or on which the value of baggage is declared.

"Stopover" means such deliberate interruption of a travel by a passenger, at a point between the place of departure and the destination, as is agreed to in advance by the Carrier.

"Ticket" means either the document entitled "Passenger Ticket and Baggage Check" or the electronic ticket, in each case issued by ADO or its authorized agent for carriage of a passenger and/or baggage, setting forth a portion of the conditions of a contract of carriage by charter flight and notices relating thereto and containing flight coupon and passenger coupon or passenger receipt or electronic flight coupon and itinerary/receipt.

"To Validate" means to stamp on a passenger ticket an indication that it has been duly issued by ADO or its authorized agent or, in the case of an electronic ticket, to register all of the electronic flight coupon in ADO's database.

"Unchecked Baggage" means any baggage other than checked baggage.

2. APPLICATION OF CONDITIONS

(A) General

Nothing in these Conditions of Carriage or ADO's Regulations shall, unless permitted by the Convention and otherwise expressly provided herein, constitute a modification by ADO of any provision of, or waiver by ADO of any right granted to it by, the Convention.

(B) Applicability

To the extent not in conflict with the Convention and except in case ADO's Conditions of Carriage applicable exclusively to its own domestic services by charter flight apply, these Conditions of Carriage shall apply to any carriage by charter flight for passengers and baggage and any service incidental thereto, each to be performed or provided by ADO at charges established in connection with these Conditions of Carriage, and shall constitute terms and conditions and provisions under which ADO performs or undertakes to perform such charter flight to the same extent as if these Conditions of Carriage were included as terms and conditions and provisions in the charter agreement or ticket and expressly agreed to by the charterer and passengers.

(C) Gratuitous Carriage

With respect to gratuitous carriage by charter flight, ADO reserves the right to exclude the application of any provisions of these Conditions of Carriage.

(D) Change of Conditions of Carriage or ADO's Regulations

Except as will be prohibited by applicable laws, ADO may change, modify or amend any provision of these Conditions of Carriage or of ADO's Regulations; These Conditions of Carriage or the Carrier's regulations established under the Conditions shall be subject to changes by the Carrier with announcements being made through appropriate means such as posts on the website, etc. within a reasonable amount of time should changes occur. Furthermore, no contract of carriage by charter flight shall be subject to such change, modification or amendment made after the carriage by charter flight to be performed pursuant to such contract commences.

(E) Applicable Conditions

Any carriage by charter flight for passengers and baggage shall be subject to these Conditions of Carriage and ADO's Regulations in effect as of the date of commencement of the carriage by charter flight.

3. CHARTER AGREEMENT

No carriage by charter flight shall be performed unless a written charter agreement, in the form prescribed by ADO, is executed by the charterer and ADO.

Except for inclusive tour charters, a charterer shall submit a written charter application to ADO and get its approval before the execution of the charter agreement. The charter application approved by ADO shall be made a part of the charter agreement at the execution of such agreement.

4. FLIGHT ROUTE AND SUBSTITUTION OF AIRCRAFT

(A) Selection of Flight Route

ADO shall have the right to select the flight route for the charter flight; provided however, that the shortest route which, in the opinion of ADO, is safe and feasible, will be followed.

(B) Substitution of Aircraft

In the event it is impossible for ADO to provide the charter the type of aircraft specified in the charter agreement, ADO may without any notice and without any liability effect the transportation by means of an aircraft of another type or arrange for the substitution of another air carrier who will effect the transportation in question on behalf of ADO by means of one of their aircraft of the same type or of a type other than that stipulated in the charter agreement. In the event ADO substitutes a different aircraft from the aircraft originally chartered, the charges shall in no event be higher than the applicable charges for the aircraft originally chartered; however, if an aircraft is substituted for which charges are less than the applicable charges for the aircraft originally chartered, such lower charges shall apply. The charterer shall indemnify and hold ADO harmless from claims by passengers or other persons having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such substitution of air carrier or type of aircraft.

5. SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHT AND LIABILITY

(A) Schedules

ADO undertakes to use its best efforts to carry a passenger and baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel; provided that the operation schedules of the charter flight set forth in the charter agreement shall be just scheduled but not guaranteed.

(B) Cancellations

ADO may, without prior notice (in case item (f) below applies, with a prior notice to the charterer more than 25 days before the scheduled departure time of the charter flight), cancel, terminate, divert, postpone, advance or delay any charter flight or proceed with any charter flight without all or any part of the passenger and baggage determine if any take-off or landing should be made, without any liability of any kind to the charterer, passenger and any other person having any interest in the charter flight;

- (a) because of any fact beyond ADO's control (including, but not limited to, Force Majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, airport slot limitations, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;
- (b) because of any fact not to be foreseen, anticipated or predicted;
- (c) because of any applicable laws;
- (d) because of shortage of labour, fuel or facilities or labour problems of ADO or others;
- (e) because of mechanical or operational difficulties related to the safety of chartered aircraft; or
- (f) because total number of contracted seats of a chartered aircraft does not exceed a fixed number as provided by ADO (applicable only to inclusive tour charter transportation).

In the event of such cancellation before the commencement of such charter flight, ADO shall refund the sum deducting charges and expenses actually incurred by ADO for such charter flight from the charter price and other charges and expenses collected. In the event of such termination after the commencement of the charter flight, the charter price and other charges and expenses for the transportation performed shall be calculated in accordance with Article 16 and the difference will be refunded.

6. SPACE AND WEIGHT LIMITATIONS

The charterer and passenger shall have the right to utilize all or any part of space on the chartered aircraft during the charter flight in accordance with the charter agreement, provided, however, that the space and weight available on any portion of the charter flight shall be decided solely by ADO. A passenger and baggage will be carried within such space and weight limitations of the chartered aircraft. Any such space in the chartered aircraft not utilized by the charterer and passenger may be utilized by ADO for the carriage of persons and property without diminution of the charter price as provided in Rule No. 12(A) and other charges and expenses.

7. CHARACTERISTICS OF AIRCRAFT

The characteristics of the chartered aircraft available to the charterer shall be specified by ADO at the execution of charter agreement. Such characteristics may be changed by ADO in case of adverse meteorological conditions, or for other operational, mechanical or economic reasons.

8. CREW IN CHARGE

The chartered aircraft shall at all times be under the exclusive command and control of ADO's crew in charge, who are authorized to take all necessary measures to insure safety. In this respect, they shall have complete discretion concerning the load carried, its distribution, the route to be flown, the time of departure from the original point and all intermediate points, when and if the charter flight shall be undertaken and as to where landings should be made. The charterer and passengers shall accept all such decisions as final and shall strictly comply with all orders issued by the crew in charge.

9. FALSE REPRESENTATIONS AND OTHER VIOLATIONS BY CHARTERER

ADO may cancel a charter agreement, or in case charter flight has commenced, terminate the charter flight immediately without special warning or formal notice being given and also without liability of any kind to the charterer, passengers and any other person having interest in the charter flight, in the event that any provision of charter agreement and applicable laws is violated or inobserved by the charterer or by any such person or in the event that any representation in the charter application by the charterer is false. In the event of such cancellation before the commencement of the charter flight, ADO may collect cancellation charge provided in Rule No.15 from the charterer. In the event of such termination after the commencement of the charter flight, ADO may collect cancellation charge as provided in Rule No.15 as termination charge. Neither the cancellation nor the termination of a charter agreement for such reason shall affect ADO's right to collect damages from the charterer for such violation, inobservance or false representation. The charterer shall indemnify and hold ADO harmless from claims by passengers or other person having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such cancellation or termination.

10. NECESSARY ARRANGEMENT BY CHARTERER

The charterer shall make all necessary arrangements to ensure the arrival of passengers and availability of baggage for embarking and loading, at the time specified by ADO or its crew in charge. In the event that the charterer does not have the passengers and baggage ready for loading at such time specified, the charter flight may proceed without the full load and ADO shall be under no obligation to delay departure of any chartered aircraft operating any portion of the charter flight. In the event the charterer requests a delay in any such departure and ADO agrees thereto, the charterer shall pay ADO all additional charges, costs and expenses incurred by ADO in connection with such delay.

11. LIST OF PASSENGERS AND PROPERTY

Prior to the commencement of the charter flight, the charterer will furnish ADO with a list or lists of the names of all passengers and with a declaration setting forth description and/or value of baggage to be transported on the charter flight. The said list(s) and declaration shall be signed by or on behalf of the charterer.

CHAPTER II . CHARTER PRICE AND OTHER CHARGES

12. CHARTER PRICE

(A) Charter Price

The following charges applicable to charter flight (hereinafter referred to as "charter price") shall be payable by the charterer.

- (a) Flight charges computed on the basis of the charter mileage (statute miles as provided by ADO) of the charter flight and/or the charter hours from the time of commencement of the take-off run to the time of conclusion of the landing run of the chartered aircraft, or flight charges fixed for each portion;
- (b) Ferry charges computed on the basis of the ferry mileage (statute miles as provided

by ADO) and/or ferry hours (flight hours from the time of commencement of the take-off run to the time of conclusion of the landing run), or ferry charges fixed for each portion, if any ferry is necessary to place the chartered aircraft at the point required by the charterer and to return it to the point required by ADO;

- (c) Retaining or layover charges in case that chartered aircraft is delayed or held at the request of the charterer at any point after the reasonable period ordinarily required;
- (d) Valuation charges on baggage, if any, assessable in relation to declared value; and
- (e) Landing charges (including charges imposed by an airport authority), parking charges, hanger charges, ground service charges and/or dispatch service charges assessed in connection with each landing or handling requested by charterer or passenger or other person on behalf of the charterer, made at an airport not regularly served by ADO.

(B) Costs on ADO's Account

The costs of the chartered aircraft with crew, fuel, oil, maintenance and appropriate meal in flight, shall be on the account of ADO.

13. ACCESSORIAL SERVICES AND CHARGES

The following are not included in the charter price and shall be paid in addition to such charter price, by charterer or passenger as the case may be, in accordance with the provisions of these Conditions of Carriage.

- (a) Ground transportation services (including ground transfer services);
- (b) Cost for visas, customs inspection fees, custom duties and any other taxes, charges, penalties and fees imposed in accordance with applicable laws;
- (c) Cost of personnel or special equipments or facilities to be hired or procured;
- (d) Hotel accommodation expenses;
- (e) Insurance charges;

- (f) Advanced charges and disbursement charges;
- (g) Valuation charges on the baggage assessable in relation to value declared by passenger for carriage by charter flight after the execution of charter agreement;
or
- (h) Any other similar services, charges or expenses.

14. APPLICABLE CHARTER PRICE AND OTHER CHARGES

(A) General

Except as otherwise agreed by ADO, ADO will not perform carriage by charter flight until the charterer and passenger has paid the applicable charter price and other charges and expenses for such carriage, insofar as they have been ascertained before the commencement of charter flight.

(B) Applicable charter Price and Charges

Applicable charter price and other charges and expenses for carriage by charter flight are duly established by ADO, and shall be those in effect on the date and hour of commencement of carriage by charter flight. When the charter price and other charges

and expenses collected for such carriage are not the applicable charter price, charges and expenses, the difference will be refunded to or collected from the charterer and/or passengers, as the case may be, in accordance with the provisions of these Conditions of Carriage.

(C) Payment

- (1) Subject to applicable laws and acceptability to ADO, payment of charter price and other charges and expenses may be made in a currency other than the currency in which the charter price and other charges and expenses are established. If a payment is made in a currency other than the currency in which the charter price and other charges and expenses are established, such payment shall be made at the rate of exchange established in accordance with ADO's Regulations.
- (2) The charterer shall pay to ADO the charter price and other charges and expenses, prior to the commencement of carriage by charter flight, in the manner specified by ADO; provided, however, that, with respect to any charter price and other charges and expenses which cannot be determined before the commencement of carriage by charter flight, any necessary adjustment will be made at the completion or in the course of carriage by charter flight and any additional amount due to ADO will be paid by the charterer or passengers, as the case may be, in accordance with the provisions of these Conditions of Carriage, promptly upon receipt of a statement therefor from ADO. If required by ADO, the charterer or passenger must deposit with ADO a sum estimated by ADO to be sufficient to cover any charter price and other charges and expenses which cannot be determined before the commencement of carriage by charter flight. Any balance due from ADO to the charterer, passenger, or vice versa in connection with such deposit shall be paid after completion of carriage by charter flight and determination of the exact amount of such charter price and other charges and expenses.

15. CANCELLATION CHARGES AND INDEMNITY

(A) Cancellation Charges

The charterer may, by giving written notice effective upon its receipt by ADO, cancel charter agreement. In such event the charterer shall pay to ADO as cancellation charges:

- (a) 10% of the charter price as provided in the charter agreement if more than 60 days before the time scheduled for the commencement of the charter flight;
- (b) 25% of the charter price as provided in the charter agreement if within 60 days but more than 30 days before the time scheduled for the charter flight departure;
- (c) 50% of the charter price as provided in the charter agreement if within 30 days of

the time scheduled for the charter flight departure;

- (d) 100% of the charter price as provided in the charter agreement if the notice to cancel is received on or after the scheduled time of departure.

In the event of such cancellation by charterer the difference between the cancellation charges, and charter price and other charges and expenses collected will be refunded to or collected from the charterer, as may be appropriate.

(B) Indemnity

In the event of such cancellation by charterer as provided in paragraph (A) above after the issuance of passenger tickets or baggage checks , the contract of carriage with passenger pursuant to such charter agreement shall be automatically cancelled and the charterer shall indemnify and hold ADO harmless from claims by passengers and other persons having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such cancellation.

16. CHARTER PRICE AND OTHER CHARGES IN CASE OF CANCELLATION AND TERMINATION

(A) Refund Amount

Unless otherwise specifically provided in these Conditions of Carriage, ADO will refund the charter price and other charges and expenses collected, in the event of cancellation of charter agreement before the commencement of charter flight. In the event of termination of charter flight after the commencement of charter flight, unless otherwise provided in these Conditions of Carriage, the charter price and other charges and expenses for the transportation performed will be the sum of flight and ferry charges for the transportation performed, calculated in the manner provided by ADO

plus other charges and expenses (including layover, landing, parking, hangar, ground service and dispatch service and other accessorial service charges) actually paid or incurred by ADO for the transportation performed and the charter price and other charges and expenses shall be adjusted by such sum; provided, however, valuation charges shall not be refunded after the charter flight has commenced.

(B) Currency

All refunds will be subject to applicable laws of the country in which charter price and other charges and expenses were paid and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will be made, at the option of ADO, in the currency in which the charter price and other charges and expenses were paid, or in lawful currency of Japan or of the country where the refund is made or in the currency of the country in which the charter price and other charges and expenses were paid, in an amount equivalent to the amount due in the currency in which the charter price and other charges and expenses were collected.

(C) Refund Handling

ADO will make refund through its general accounting office or regional sales or accounting offices, and will require prior written applications for refunds to be prepared by the charterer or passenger on form approved by ADO.

(D) Person to Whom Refund is Made

Refunds of charter price and other charges and expenses shall be made to the person who paid them to ADO.

CHAPTER III. PASSENGERS AND BAGGAGE

17. TICKETS

(A) General

- (1) ADO will not issue a ticket unless the applicable charter price and other charges and expenses are paid in accordance with the provisions of these Conditions of Carriage.
- (2) A passenger must present a valid ticket duly issued in accordance with ADO's Regulations and containing the flight coupon for the flight which he/she is actually to board and all other unused flight coupons and a passenger coupon or passenger receipt (or, in the case of an electronic ticket, the itinerary/receipt and the

passenger's identification) when he/she takes carriage by charter flight. A passenger shall neither be entitled to be carried if the ticket presented by the passenger falls within the scope of sub-paragraph (6) of paragraph (A) of Article 18.

(3) In the case of loss or mutilation of a ticket or any portion thereof, or non-presentation of a ticket containing a passenger coupon or passenger receipt and all unused flight coupons, ADO will not perform carriage for the travel covered by such ticket or such portion. ADO may, upon the passenger's request, issue a new ticket to replace such ticket or such portion if ADO receives from the passenger a proof satisfactory to ADO to prove that a valid ticket for the relevant flight was duly issued and if, given the circumstances, ADO deems it appropriate; provided that the passenger agrees, in such form as may be prescribed by ADO, to indemnify ADO from any loss and damage incurred by ADO in connection with issue of such replacement ticket.

(4) A ticket shall not be transferable nor refundable. ADO shall not be liable to any person entitled to be carried for honouring a ticket presented by any person other than the person so entitled. If a ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, ADO shall not be liable for death of or injury to such unauthorised person or for loss, destruction or delay in arrival of, or damage to, such unauthorised person's baggage or other personal property arising from or in connection with such unauthorised use.

(B) Issuance of Tickets

ADO's form of ticket currently in effect for the carriage by charter flight shall be issued by ADO for each passenger, which act constitutes the conclusion of contract with passengers for carriage by charter flight for a passenger and baggage, pursuant to the charter agreement. No amount of fare shall be entered in the ticket; instead, the identification of the charter flight will be shown. No passenger will be carried on the chartered aircraft unless a ticket has been presented to ADO by him prior to commencement of the charter flight.

(C) Validity for Carriage

When validated, a ticket shall be good only for carriage by charter flight from the airport at the place of departure to the airport at the destination via the route described in the ticket. Each flight coupon shall be good only for the charter flight designated in such flight coupon.

18. REFUSAL AND LIMITATION OF CARRIAGE

(A) Right to Refuse Carriage, Etc.

ADO may refuse carriage of, or remove, any passenger, and in such case his/her baggage will be handled in the same way, if ADO determines at its reasonable discretion that:

- (1) such action is necessary for a reason of flight safety;
- (2) such action is necessary in order for ADO to comply with applicable laws of any state or country to be flown from, into or over or other states or countries

concerned;

- (3) (a) the passenger falls under sub-paragraph (1) (b) of paragraph (B) of Article 22,
- (b) the passenger may unlawfully seek to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes or other ways, or
- (c) the passenger refuses to accept ADO's request by reason of protecting an unlawful entry to a country that he/she surrenders his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange of ADO's receipt thereof;
- (4) the passenger falls under sub-paragraph (3) or (4) of paragraph (B) of Article 19;
- (5) the passenger or his/her conduct, age or mental or physical condition:
 - (a) requires special assistance of ADO,
 - (b) may cause discomfort or makes himself/herself objectionable to other passengers,
 - (c) may cause to the safety or health of himself/herself or other persons
 - (d) may cause to pose a risk to the aircraft or any other property
 - (e) obstructs any crew member in performing his/her duties or fails to comply with any instruction of any crew member,
 - (f) uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without ADO's permission;
 - (g) smokes in an aircraft cabin (including use of any smoking-related items). , or, in case ADO specially permits a passenger to smoke in aircraft cabin of a specific charter flight, smokes in an area of aircraft cabin except where ADO permits a passenger to smoke;
- (6) the ticket presented by the passenger is:
 - (a) acquired unlawfully or purchased from an entity other than the issuing carrier or its authorized agent,
 - (b) reported to have been lost or stolen,
 - (c) a counterfeit ticket, or
 - (d) mutilated, or altered wilfully by a person other than a carrier or its authorized agent, with respect to any flight coupon thereof,in any of which cases ADO reserves the right to retain the ticket; or
- (7) the person presenting a ticket cannot prove that he/she is the person named in the "Passenger Name" box of the ticket, in which case ADO reserves the right to retain such Ticket.

In the case of sub-paragraph (5) (c) or (d) of this paragraph, ADO may take such other measures as ADO deems necessary to prevent the passenger from continuing such

conduct, failure, obstruction or act which measures shall include, but not limited to, restraint of the passenger.

(B) Conditional Acceptance for Carriage

If a passenger whose status, age or mental or physical condition may cause any hazard or risk to himself/herself is carried, ADO shall not be liable for death of, or any injury, illness, wounding or disability suffered by, the passenger or any aggravation or consequences thereof due to such status, age or mental or physical condition.

(C) Limitation on Carriage

- (1) Acceptance of carriage of unaccompanied children or infants, incapacitated persons, pregnant women or persons with illness shall be subject to ADO's Regulations and may require a prior arrangement with ADO.
- (2) If the total weight of the passengers boarding, and/or baggage loaded in, a chartered aircraft may exceed the maximum allowance weight with respect to the aircraft, ADO may, in accordance with ADO's Regulations, decide which passengers and/or baggage will be carried.

19. BAGGAGE

(A) Restriction of Acceptance as Baggage

- (1) ADO will refuse to accept as baggage:
 - (a) items which do not constitute baggage as defined in Article 1;
 - (b) items which may endanger an aircraft or any person or property, such as items which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in ADO's Regulations;

- (c) items carriage of which is prohibited by applicable laws of any state or country to be flown from, into or over;
 - (d) items which ADO deems unsuitable for carriage by reason of their weight, size, shape or character such as being fragile or perishable;
 - (e) live animals, except those provided for in paragraph (G) of this Article; or
 - (f) firearms, swords and other similar items, except as otherwise provided in ADO's Regulations.
- (2) ADO may refuse carriage of, and take any necessary step with respect to, items of which carriage as baggage is prohibited by the preceding sub-paragraph (1) and may refuse onward carriage of any such item upon discovery thereof.
 - (3) ADO will refuse to accept fragile or perishable items, money, jewelry, precious metals, negotiable papers, securities or other valuables, business documents, passports or other identification documents necessary for travel or samples as checked baggage.
 - (4) ADO may refuse to carry baggage as checked baggage in case it is not properly packed in a suitcase or other suitable container to ensure safe carriage with ordinary care in handling.
 - (5) If any item referred to in sub-paragraph (1) of this paragraph (A) is carried, whether or not carriage of such item as baggage is prohibited, such carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage applicable to carriage of baggage.
- (B) Search of Baggage, Etc.
- (1) ADO may inspect the contents of passenger's baggage by opening his/her baggage and/or by using some device in the presence of the passenger concerned or a third person, whenever ADO deems it necessary to do so, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, ADO 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 item referred to in sub-paragraph (1) of paragraph (A) of this Article.
 - (2) ADO may search passenger's articles by touching the passenger through his/her clothes and personal fittings including wigs or by using such instruments as a metal detector, whenever ADO deems it necessary to do so, for the purpose of preventing unlawful acts of seizure, exercise of control or destruction of aircraft.
 - (3) When a passenger does not agree with ADO's inspection as specified in sub-paragraph (1) of this paragraph, ADO will refuse to carry such a passenger's

baggage.

(4) When a passenger does not agree with ADO's search as specified in sub-paragraph (2) of this paragraph, ADO will refuse to carry such a passenger.

(5) When such dangerous, perishable or unsuitable articles as specified in sub-paragraph (1) of paragraph (A) of this Article have been found as a result of such inspection or search as specified in sub-paragraph (1) or (2) of this paragraph, ADO may refuse to carry such baggage, or may make necessary disposal of such baggage.

(C) Checked Baggage

(1) Nothing contained in these Conditions of Carriage shall entitle a passenger to have his/her baggage checked on a flight for which ADO does not accept checking of baggage.

(2) Upon delivery to ADO of baggage to be checked, ADO will describe in the ticket the number of pieces and/or weight of the checked baggage (which act shall constitute the issuance of a baggage check) and will issue a baggage identification tag for each piece of the checked baggage.

(3) If a piece of checked baggage of a passenger has no name, initial or other personal identification, the passenger shall affix such identification to the baggage prior to ADO's acceptance of checking.

(D) Unchecked Baggage

Except articles specifically permitted by ADO to be carried into the cabin, baggage which a passenger may carry into the cabin shall be, besides a passenger's personal belongings which the passenger carries and retains as permitted by ADO's regulations, the total dimensions of which shall not exceed 115 centimeters (45 inches), one piece of article provided in ADO's regulations which can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the passenger, the sum of the three dimensions of which shall not exceed 115 centimeters (45 inches); provided that the total weight of such articles shall not exceed 10 kilograms (22 pounds). A passenger shall not carry into the cabin any baggage which ADO deems cannot be stowed in safety in the cabin.

(E) Declaration of Baggage the Value of which Exceeds the Limit of Liability and Excess Value Charges

(1) A passenger or charterer on behalf of the passenger may declare a value of baggage in excess of the liability limitation of ADO pursuant to sub-paragraphs (4) of Article 24. In the event that such declaration is made, carriage of the baggage to be performed by ADO shall be subject to a charge at the rate of U.S.\$0.50 for each U.S.\$100 or any fraction thereof as excess value charges with respect to such

excess value; provided that the a value of baggage to be declared by one passenger shall not exceed U.S.\$2,500.

- (2) Unless otherwise provided in ADO's Regulations, a passenger may pay excess value charges at the place of departure for a travel to the destination.

(F) Collection and Delivery of Baggage

- (1) A passenger shall claim and receive his/her baggage as soon as reasonably possible after it becomes receivable at the destination or stopover point.
- (2) The bearer of the baggage check and the baggage identification tag(s) issued to a passenger when his/her baggage is checked shall be exclusively entitled to accept delivery of the baggage; provided that a passenger who fails to present a baggage identification tag(s) may accept delivery of the baggage if he/she presents to ADO the baggage check and if the baggage is identified by other means. ADO shall not be obligated to ascertain that the bearer of a baggage check and a baggage identification tag(s) is truly entitled to accept delivery of the baggage. ADO shall not be liable for any damage arising out of or in connection with its failure to so ascertain.
- (3) If a person claiming baggage is unable to receive baggage pursuant to the preceding sub-paragraph (2), ADO will deliver the baggage to such person only if he/she establishes to ADO's satisfaction that he/she is duly entitled to receive the baggage and if such person shall, upon ADO's request, provide ADO with adequate security to indemnify ADO from any loss and damage incurred by ADO in connection with such delivery.
- (4) ADO may, unless precluded by applicable laws and if time and other circumstances permit, deliver checked baggage to the bearer of a baggage check and a baggage identification tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery. In delivering baggage at the place of departure or unscheduled stopping place, ADO will not refund any charges paid for such baggage.
- (5) Acceptance of delivery of baggage by the bearer of a baggage check and a baggage identification tag(s) without his/her written complaint at the time of the delivery shall constitute prima facie evidence that the baggage has been delivered in good condition and in accordance with contract with passenger for carriage pursuant to the charter agreement.

(G) Animals

- (1) Subject to ADO's Regulations and with ADO's prior consent, ADO will accept carriage of animals such as dogs, cats, household birds and other pets if a passenger puts those animals into a proper container and obtains valid health

and vaccination certificates, entry permits and any other documents each required by any state or country to be flown into or over.

- (2) An assistance or service dog accompanying a passenger with a disability to assist such passenger will be carried subject to ADO's Regulations.
- (3) ADO will accept carriage of an animal subject to the condition that a passenger shall observe ADO's Regulations and shall be fully responsible for such animal. ADO shall not be liable for injury to, or loss, delay in arrival, sickness or death of, such animal caused by any reason whatsoever.

20. GROUND TRANSFER SERVICES

Except as otherwise agreed by ADO before the commencement of carriage by charter flight, ADO will not arrange for, operate or provide ground transportation service for passengers and their baggage within airport areas, between airports or between an airport and downtown areas. Except ground transportation service is directly operated by ADO, any such service will be provided by an independent operator who is not and shall not be deemed an agent or servant of ADO. Even in case a representative, officer, employee or agent of ADO assists a passenger and/or charterer in making

arrangements for such ground transportation service, ADO shall not be liable for the acts or omissions of such independent operator. In the event that ADO operates for a passenger and his/her baggage such ground transportation service, ADO's Regulations including, but not limited to, those stated or referred to in those regulations concerning tickets, baggage checks, value of baggage or otherwise shall be deemed applicable to such ground transportation service. No portion of charges shall be refundable even in case such ground transportation service is not used.

21. HOTEL ACCOMMODATION, ARRANGEMENTS MADE BY ADO AND INFLIGHT MEALS

(A) Hotel Accommodation

Upon a charterer's request, ADO may arrange for a hotel reservation on his/her behalf but will not assure the reservation. Any and all expenses incurred by ADO or its agent in arranging or attempting to arrange for such reservation shall be borne by the charterer.

(B) Arrangements Made by ADO

In making arrangements for hotel or other services incidental to carriage for a passenger, ADO shall not be liable for any loss, damage or costs or expenses incurred by the passenger or charterer as a result of or in connection with such hotel or other services and/or arrangement therefor. The charterer shall indemnify and hold ADO harmless from claims by passengers arising out of or in connection with such use or denial.

(C) Inflight Meals

Inflight meals will, if served, be free of charge, except as otherwise provided in ADO's Regulations.

22. ADMINISTRATIVE FORMALITIES

(A) Compliance with Applicable Laws

A passenger shall, comply with and observe, and a charterer shall ensure compliance by the passenger with all Applicable Laws of countries concerned such as countries to be flown from, into or over, ADO's Regulations and instructions to be given by ADO. ADO shall be liable neither for any aid, assistance, guidance or otherwise given by a representative, officer, employee or agent of ADO to the passenger or the charterer, whether given orally, in writing or otherwise, in connection with his/her obtaining exit,

entry and other necessary documents or complying with or observing such applicable laws nor for the passenger's or the charterer's failure to obtain such documents or to comply with or observe such applicable laws as a result of such aid, assistance, guidance or otherwise.

(B) Passports and Visas

(1)(a) A passenger shall present to ADO all exit, entry or other necessary documents required by applicable laws of country concerned such as countries to be flown from, into or over, and shall permit ADO, if ADO at its reasonable discretion deems it necessary, to make and retain copies thereof; provided that, even if a passenger presents exit, entry or other necessary documents to ADO and ADO carry the passenger, ADO shall not be deemed to guarantee that such documents comply with applicable laws.

(b) ADO reserves the right to refuse carriage of any passenger who does not comply in any respect with any of such applicable laws or whose exit, entry or other necessary documents are not complete in any respect.

(2) ADO shall not be responsible for any loss or damage incurred by a passenger, and the passenger shall indemnify ADO for any loss or damage incurred by ADO, in connection with the passenger's failure to comply with this Article.

(3) A passenger and a charterer shall jointly and severally pay the applicable fares, charges and expenses whenever ADO is required by any applicable laws to return the passenger to his/her place of departure or elsewhere because the passenger is not permitted to enter a country of transit or destination. ADO may apply to the payment of such fares, charges and expenses any fares and/or charges paid by the passenger or the charterer to ADO for unused portion of the ticket by charter flight or any funds of the passenger or the charterer in the possession of ADO. ADO will not refund the charter price and other charges and expenses collected for carriage by charter flight to the point of such refusal of entry or deportation.

(C) Customs Inspection

Whenever required, a passenger's baggage shall, whether checked or unchecked, be subject to any inspection to be conducted by customs or other government officials. ADO shall not be responsible in any respect to a passenger for his/her failure to comply with this paragraph. A passenger shall indemnify ADO for any loss or damage incurred by ADO in connection with the passenger's failure to comply with this paragraph.

(D) Government Regulations

ADO shall not be responsible to a passenger in any respect for its refusal of carriage of the passenger if ADO at its reasonable discretion determines, or any applicable laws require, such refusal.

(E) Security Inspection

A passenger shall submit to any security check required by government or airport officials or by ADO.

CHAPTER IV. LIABILITY

23. APPLICABLE LAWS

(A) Convention

Carriage performed by ADO shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the carriage unless such carriage is international carriage to which the Convention does not apply.

(B) Applicable Laws

To the extent not in conflict with the provisions of the preceding sub-paragraph (A), any carriage by charter flight and other services incidental thereto to be performed or provided by ADO shall be subject to:

(a) Applicable Laws; and

(b) These Conditions of Carriage and ADO's Regulations, which may be inspected at any of ADO's business offices and its offices in any airport from which it operates regular services.

(C) Agreed Stopping Place

For the purpose of application of the Convention, the agreed stopping places (which may be altered by the carrier in case of necessity) shall be those places as defined in Article 1.

24. LIMITATION OF LIABILITY ON PASSENGERS AND BAGGAGE

Except as otherwise provided by the Convention or applicable laws, ADO's liability for death of, or wounding or other bodily injury to, a passenger, delay in arrival of a passenger and/or his/her baggage, or any loss of or damage to any baggage of a passenger (hereinafter collectively referred to as "damage") arising out of or in connection with carriage by charter flight for passenger and baggage or other services incidental thereto performed or provided by ADO shall be as described hereinafter. If there has been contributory negligence on the part of the passenger, ADO's liability shall be subject to the applicable law relating to contributory negligence.

(1) ADO shall not be liable for any damage in respect of unchecked baggage not

attributable to negligence of ADO. Assistance rendered to a passenger by a representative, officer, employee or agent of ADO in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.

- (2) ADO shall not be liable for any damage of a passenger and baggage directly or indirectly arising out of its compliance with any applicable laws, failure of a passenger to comply with the same or any cause beyond ADO's control.
- (3) Where the Convention other than the Montreal Convention applies:
 - (a) ADO agrees in accordance with Article 22 (1) of the Convention that, as to all international carriage performed by ADO and as defined in the Convention:
 - (i) ADO shall not apply the applicable limit of liability based on Article 22 (1) of the Convention in defense of any claim arising out of death of or, wounding or other bodily injury to, a passenger within the meaning of Article 17 of the Convention. Except as provided in (ii) below, ADO will not waive any defense to such claim which is available under Article 20 (1) of the Convention or any other applicable laws.
 - (ii) ADO will not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a passenger within the meaning of Article 17 of the Convention, avail itself of any defense under Article 20 (1) of the Convention up to the sum of 128,821SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.
 - (b) Nothing herein shall be deemed to affect the right of ADO with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused damage which resulted in death of, or wounding or other bodily injury to, a passenger.
- (4)(a) In the case of carriage subject to the Montreal Convention, ADO's liability for baggage shall be limited to 1,288 SDR for each passenger.
- (b) Except as provided in the provisions of (a) above, ADO's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of checked baggage and 332 SDR (5,000 French Gold Francs) for each passenger in the case of unchecked baggage.
- (c) The limitation referred in (a) and (b) above does not apply if the passenger shall have declared a higher value in advance and paid additional charges pursuant to paragraph (E) of Article 19. In that event, ADO's liability shall be limited to such higher declared value. In no case shall ADO's liability exceed the actual amount of damage suffered by the passenger. All claims shall be subject to proof by the passenger of the amount of damage.

- (5) In case the sub-paragraph (4) (b) applies, in the event of delivery to a passenger of a part but not all of his/her checked baggage or in the event of damage with respect to a part but not all of such baggage, ADO's liability with respect to the undelivered or the damage portion shall be reduced proportionately on the basis of the weight of the Baggage, notwithstanding the value of any part of the baggage or the contents thereof.
- (6) ADO shall not be liable for any damage with respect to a passenger's baggage caused by the contents thereof. A passenger whose property causes damage to another passenger's baggage or the property of ADO shall indemnify ADO for all loss and expenses incurred by ADO as a result thereof.
- (7) ADO shall not be liable for any damage to fragile or perishable items, money, jewelry, precious metals, negotiable papers, securities or other valuables, business documents, passports and other documents necessary for travel or samples which are included in a passenger's checked baggage, irrespective of ADO's knowledge thereof.
- (8) ADO may refuse to accept any article which shall not constitute baggage under these Conditions of Carriage; provided that, if the article is delivered to and received by ADO, it shall be subject to the baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall be subject to the rates and charges published by ADO.
- (9) ADO shall not be liable in any event for any consequential or special damage or punitive damages arising from carriage by charter flight for passengers and baggage complying with these Conditions of Carriage and ADO's Regulations, whether or not ADO had knowledge that such damage might arise.
- (10) Unless otherwise provided in these Conditions of Carriage, ADO reserves any and all right of defense available under the Convention. ADO also reserves a right to make a subrogation claim against a third party which shall have contributed to damage, with respect to a portion or all of any payment made by ADO in connection with the damage.

25. APPLICATION TO AGENT

Except as the Convention or applicable laws may otherwise provide, any exclusion or limitation of liability of ADO under these Conditions of Carriage and ADO's Regulations shall also apply to any of ADO's representatives, officers, employees or agents performing their respective duties and to any person or entity whose aircraft is used by ADO for carriage and any of its representatives, officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by ADO or its representatives, officers, employees or agents shall not exceed the amount of ADO's limitation of liability under these Conditions of Carriage.

26. TIME LIMITATION ON CLAIMS AND ACTIONS FOR PASSENGERS

- (1) No claim for damage may be made in the case of damage to baggage, unless the person entitled to delivery complains to an office of ADO forthwith after the discovery thereof and no later than 7 days from the date of receipt; and, in the case of delay or loss, unless the complaint is made no later than 21 days from the date on which the baggage has been (in the case of delay) or should have been (in the case of loss) placed at his/her disposal. Every complaint must be in writing and dispatched within the time aforesaid. In case carriage is not "international carriage" as defined in the Convention, failure to give such notice of complaint

shall not prevent a claimant's filing a suit if the claimant proves that:(a) it was not reasonably possible for him/her to give such notice;(b) such notice was not given due to fraud on the part of ADO; or(c)ADO had knowledge of the damage to the passenger's baggage.

- (2) Any right to damages of a passenger and baggage against ADO shall be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the destination, from the date on which the chartered aircraft ought to have arrived, or from the date on which the carriage by charter flight stopped.

27. OVERRIDING LAW

Any provision contained or referred to in a ticket or in a charter agreement or in these Conditions of Carriage or ADO's Regulations shall, even if it is in violation of applicable laws and is invalid, remain valid to the extent not in conflict with applicable laws. The invalidity of any provision shall not affect any other provision.

28. MODIFICATION AND WAIVER

No representative, officer, employee or agent of ADO shall have authority to alter, modify or waive any provision of the contract with a passenger for carriage of a passenger and baggage or of these Conditions of Carriage or ADO's Regulations.