

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

– Effective 19<sup>th</sup> May, 2026 –

**AIRDO Co., Ltd.**

## **Article1 (DEFINITIONS)**

**“Agent”** means any director, officer, employee, agent or contractor of the Company who assists in the performance of the contract of carriage.

**“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/or Baggage to be performed by the Company.

**“Authorised Agency”** means a sales agent appointed by the Company to represent the Company in the sale of Carriage by Charter Flight over the Company’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 Identification Tag”** means a document issued by the Company solely for the purpose of identification of Checked Baggage and consisting of two portions: the Baggage tag portion which is attached by the Company to a particular article of Checked Baggage and the Baggage claim stub which is given to the Passenger.

**“Carrier”** means an air carrier and shall include an air carrier issuing a Ticket and any air carrier that carries a Passenger and/or his/her Baggage under the Ticket or provides or undertakes to provide any other services incidental to such Carriage.

**“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/or Baggage by air, gratuitous or for reward, pursuant to the Charter Agreement.

**“Charter Agreement”** means an agreement between a charterer and the Company concerning the chartering of a whole or any portion of aircraft equipped and manned with crew members for one or more determined trip or trips, pursuant to which the Company enters into a contract to provide chartered transportation for a passenger and baggage.

**“Charterer”** means any person whose name appears on Charter Agreement as the party contracting with the Company. Any action taken by the charterer in respect of tickets shall be deemed to be done as agent for the Passenger.

**“Checked Baggage”** means Baggage of which the Company takes custody and for which the Company issues 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.

**"Company(s)"** means, collectively or individually, as the case may be, AIRDO Co., Ltd.

**“Company’s Office”** means a Company’s office and the Company’s website on the Internet.

**“Company’s Regulations”** means the Company's rules and regulations, other than these Conditions of Carriage, for Carriage of Passengers and/or Baggage including, but not limited to, the Company's tables of rate and charges.

**“Convention”** means whichever of the following instruments is 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 the “Warsaw Convention”);

“Warsaw Convention as amended at Hague in 1955” signed at Hague on 28th September, 1955;

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

“Warsaw Convention as amended at Hague in 1955” as amended by Additional Protocol No.2 of Montreal 1975, 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 under a contract of carriage. In the case of a trip which returns to the place of departure, the Destination is the same as the place of departure.

**“Domestic Carriage”** means Carriage other than international Carriage, in which, according to a contract of carriage, the place of departure and, the Destination, or all Agreed Stopping Places are situated within Japan.

**“Flight Coupon”** means a coupon in the form recorded in the Company's database that indicates particular places between which the coupon is good for Carriage by Charter Flight.

**“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 transportation 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, Transport and Tourism, Japan. The Inclusive Tour Charter Regulations may be inspected at any of the Company’s Office.

**“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 the Company and a Passenger pursuant to the Charter Agreement and notices relating thereto. This document shall constitute a Passenger's written evidence of a contract of carriage.

**“Number of Contracted Seats”** means all or any portion of the seat of an aircraft, the number of which the Company 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.

**“SDR”** means Special Drawing Rights as defined by the International Monetary Fund. Conversion of the SDR sum into a national currency shall, in the case of judicial proceedings, be made at the exchange rate between the currency and SDR prevailing 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 prevailing 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 Company.

**“Ticket”** means the Electronic Ticket, in each case issued and have been recorded in the Company's database by the Company or its Authorised Agency 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 Itinerary/Receipt pursuant to these Conditions of Carriage.

“**Unchecked Baggage**” means any Baggage other than Checked Baggage.

## **Article2 (APPLICATION OF CONDITIONS)**

### (A) (General)

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

### (B) (Applicability)

To the extent not in conflict with the Convention or any Applicable Laws, these Conditions of Carriage shall apply to any Carriage by Charter Flight for Passengers and/or Baggage and any service incidental thereto, each to be performed or provided by the Company at Charges established in connection with these Conditions of Carriage, and shall constitute terms and conditions and provisions under which the Company 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, the Company reserves the right to exclude the application of any provisions of these Conditions of Carriage.

### (D) (Change of Conditions of Carriage or the Company's Regulations)

Except as will be prohibited by Applicable Laws, the Company may change, modify or amend any provision of these Conditions of Carriage or of the Company's Regulations; 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.

### (E) (Applicable Conditions)

Any Carriage by Charter Flight for Passengers and/or Baggage shall be subject to these Conditions of Carriage and the Company's Regulations in effect as of the date of commencement of the Carriage by Charter Flight.

## **Article3 (CHARTER AGREEMENT)**

No Carriage by Charter Flight shall be performed unless a written Charter Agreement, in the form prescribed by the Company, is executed by the charterer and the Company.

## **Article4 (FLIGHT ROUTE AND SUBSTITUTION OF AIRCRAFT)**

(A) (Selection of Flight Route )

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

(B) (Substitution of Aircraft)

In the event it is impossible for the Company to provide the charter the type of aircraft specified in Charter Agreement, the Company 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 the Company by means of one of their aircraft of the same type or of a type other than that stipulated in Charter Agreement. In the event the Company 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 the Company 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.

**Article5 (SCHECULES, DELAYS AND CANCELLATIONS OF FLIGHT AND LIABILITY)**

(A) (Schedules)

The Company undertakes to use its best efforts to carry a Passenger and his/her 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 Charter Agreement shall be just scheduled but not guaranteed.

(B) (Cancellations)

The Company may, without prior notice (in case item of sub-paragraph 6 of this Article 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/or Baggage or 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;

1. any fact beyond the Company's control (including, but not limited to, those such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes,

wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;

2. any fact not to be foreseen, anticipated or predicted;
3. any Applicable Laws;
4. shortage of labor, fuel or facilities or labor problems of the Company or others;
5. mechanical or operational difficulties related to the safety of chartered aircraft; or
6. total Number of Contracted Seats of a chartered aircraft does not exceed a fixed number as provided by the Company (applicable only to Inclusive Tour Charter Transportation).

In the event of such cancellation before the commencement of such charter flight, the Company shall refund the sum deducting charges and expenses actually incurred by the Company 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.

#### **Article6 (SPACE AND WEIGHT LIMITATIONS)**

Charterer or 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 the Company. Passengers and/or 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 or Passenger may be utilized by the Company for the carriage of persons and property without diminution of the charter price as provided in Article 12 and other charges and expenses.

#### **Article7 (CHARACTERISTICS OF AIRCRAFT)**

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

#### **Article8 (CREW IN CHARGE)**

The chartered aircraft shall at all times be under the exclusive command and control of the Company's crew in charge, who are authorised 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.

**Article9 (FALSE REPRESENTATIONS AND OTHER VIOLATIONS BY CHARTERER)**

The Company may cancel 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. In the event of such cancellation before the commencement of the charter flight, the Company may collect cancellation charge provided in Article 15 from the charterer. In the event of such termination after the commencement of the charter flight, the Company may collect charges as provided in Article 15. Neither the cancellation nor the termination of Charter Agreement for such reason shall affect the Company's right to collect damages from the charterer for such violation or inobservance. The charterer shall indemnify and hold the Company 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.

**Article10 (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 the Company or its crew in charge. In the event that the charterer does not have the Passengers and/or Baggage ready for loading at such time specified, the charter flight may proceed without the full load and the Company 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 the Company agrees thereto, the charterer shall pay the Company all additional charges, costs and expenses incurred by the Company in connection with such delay.

#### **Article11 (LIST OF PASSENGERS AND ITEMS OF BAGGAGE)**

Prior to the commencement of the charter flight, the charterer will furnish the Company with lists of the names of all Passengers and items of Baggage to be transported on the charter flight.

#### **Article12 (CHARTER PRICE)**

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

1. Flight charges computed on the basis of the charter mileage (statute miles as provided by the Company) of the charter flight and/or the charter hours from the time of commencement of the takeoff run to the time of conclusion of the landing run of the chartered aircraft, or flight charges fixed for each portion;
2. Ferry charges computed on the basis of the ferry mileage (statute miles as provided by the Company) 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 the Company;
3. 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;
4. Excess value charges on Baggage, if any, assessable in relation to declared value; and
5. 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, Passenger or other person on behalf of the charterer, made at an airport not regularly served by the Company.
6. The costs of the chartered aircraft with crew members, fuel, oil, maintenance and appropriate meal in flight.

#### **Article13 (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.

1. Ground transportation services (including ground transfer services);
2. Cost for visas, customs inspection fees, customs duties and any other taxes, charges,

- penalties and fees imposed in accordance with Applicable Laws;
3. Cost of personnel or special equipment or facilities to be hired or procured;
  4. Hotel accommodation expenses;
  5. Insurance charges;
  6. Advanced charges and disbursement charges;
  7. Excess value charges on the Baggage assessable in relation to value declared by Passenger for Carriage by Charter Flight after the execution of Charter Agreement;  
or
  8. Any other similar services, charges or expenses.

**Article14 (APPLICABLE CHARTER PRICE AND OTHER CHARGES)**

(A) (General)

Except as otherwise agreed by the Company, the Company will not perform Carriage by Charter Flight until the charterer and/or 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 the Company, 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 the Company, 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 the Company's Regulations.
2. The charterer shall pay to the Company charter price and other charges and expenses, prior to the commencement of Carriage by Charter Flight, in the manner specified by the Company; 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 the Company 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 the Company. If required by the Company, the charterer or Passenger must deposit with the Company a sum estimated by the Company 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 the Company to the charterer or 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.

#### **Article15 (CHARGES AND INDEMNITY)**

##### **(A) (Charges for Cancellation)**

The charterer may, by giving written notice effective upon its receipt by the Company, cancel Charter Agreement. In such event the charterer shall pay to the Company charges for cancellation:

In the event of cancellations by charterer as stated in the sub-paragraph 1 and 2 of this Article, any difference between the fees paid and the charter price and other charges and expenses collected will be refunded to or collected from the charterer, as may be appropriate.

1. 10% of the charter price as provided in Charter Agreement if the cancellation is made 60 days or more prior to the day before the scheduled date and time of the charter flight;
2. 25% of the charter price as provided in Charter Agreement if the cancellation is made within the period of 59 to 30 days(inclusive) prior to the day before the scheduled date and time of the charter flight;
3. 50% of the charter price as provided in Charter Agreement if the cancellation is made within the period of 29 days up to the day immediately preceding the scheduled date and time of the charter flight;
4. 100% of the charter price as provided in Charter Agreement if the cancellation is made on or after the scheduled departure date.

##### **(B) (Indemnity)**

In the event of such cancellation by charterer as provided in Paragraph (A) above after the issuance of Tickets, the contract of carriage with Passenger pursuant to such Charter Agreement shall be automatically cancelled and the charterer shall indemnify and hold

the Company 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.

**Article16 (CHARTER PRICE AND OTHER CHARGES IN CASE OF CANCELLATION AND TERMINATION)**

(A) (Refund Amount)

Unless otherwise specifically provided in these Conditions of Carriage, the Company 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 the Company 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 the Company for the transportation performed and the charter price and other charges and expenses shall be adjusted by such sum; provided, however, excess value 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 the Company, 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)

The Company will make refund through its general accounting office and will require written applications for refunds to be prepared by charterer or Passengers.

(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 the Company.

**Article17 (TICKETS)**

(A) (General)

1. The Company 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 the Company's Regulations and containing the Flight Coupon for the flight which he/she is actually to board and all other unused Flight Coupons and the Itinerary/Receipt and the Passenger's identification) when he/she takes Carriage by Charter Flight. A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of sub-paragraph 7 of paragraph (A) of Article 18.
3. A Ticket shall not be transferable nor refundable. The Company 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, the Company 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)

The Company's form of Ticket currently in effect for the Carriage by Charter Flight shall be issued by the Company for each Passenger, which act constitutes the conclusion of contract with Passengers for Carriage by Charter Flight for Passengers 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 the Company by him/her 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.

**Article18 (REFUSAL AND LIMITATION OF CARRIAGE)**

(A) (Right to Refuse Carriage, Etc.)

The Company may refuse carriage of, or remove, any Passenger, and in such case his/her Baggage will be handled in the same way, if the Company determines at its reasonable

discretion that:

In case of sub-paragraph 5 (c) (d) (e) or (f) of this paragraph, additional measures deemed necessary to prevent the continuation of such actions may be taken in addition to the measures mentioned above. These measures shall include, but not limited, restraint of the Passenger.

1. such action is necessary for a reason of flight safety;
2. such action is necessary in order for the Company to comply with Applicable Laws of any state or country to be flown from, into or over or in response to requests from government authorities;
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 the Company's request by reason of protecting an unlawful entry 10 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 the Company's receipt thereof;
4. the Passenger falls under sub-paragraph 4 or 5 of paragraph (B) of Article 19;
5. the Passenger or his/her conduct/behavior, age or mental or physical condition:
  - (a) requires special assistance of the Company, which exceeds legal requirements or would cause an undue burden on the Company's normal procedures;
  - (b) may cause discomfort or makes himself/herself objectionable to other Passengers;
  - (c) may cause harm to the safety or health of himself/herself or other persons;
  - (d) may cause harm to an aircraft or any property;
  - (e) obstructs Agent and crew member in performing his/her duties or fails to comply with any instruction of Agent and crew member; or
  - (f) displays conduct that is unlawful, disorderly, obscene or violent;
  - (g) smokes in aircraft cabin, including the use of all smoking devices;
  - (h) uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without the Company's permission;
  - (i) 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;

(j) has a serious illness/injury;

(k) have or may have an infectious disease that poses a direct threat to the health and safety of Agent and crew member or other Passengers;

(l) refuses to take any action that the Company requires of the Passenger as a precautionary measure against infectious diseases;

(m) is deemed the significant influence of alcohol or drugs;

(n) may be significantly offensive or objectionable to other Passengers, including the Passenger's hygiene;

(o) is an unaccompanied child under the age of twelve years. For Domestic Carriage, is a child under the age of eight years; or

6. has behaved on a previous flight in a manner that falls under sub-paragraph 5 of this Article, and

the Company deems that such conduct/behavior is possible to be repeated;

7. the Ticket presented by the Passenger is;

(a) acquired unlawfully or purchased from an entity other than the Company or its Authorised Agency;

(b) reported to have been lost or stolen;

(c) a counterfeit Ticket; or

(d) altered by a person other than the company or its Authorised Agency, with respect to any Flight Coupon thereof; in any of which cases the Company reserves the right to retain the Ticket.

8. 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 the Company reserves the right to retain such Ticket.

(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, the Company 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, disabled persons, pregnant women or persons with illness shall be subject to the Company's Regulations and may require a prior arrangement with the Company.

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, the Company may, in accordance with the Company's Regulations, decide which Passengers

and/or Baggage will be carried.

3. To ensure assistance in emergency evacuation, the Company 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 Company shall refund the special fare applied to the seat by the Company and shall not collect prescribed fees provided in the Company's Regulations), if the Company determines at its reasonable discretion that the Passenger falls under any of the following subparagraphs:

- (a) the Passenger is under the age of 15;
- (b) 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;
- (c) the Passenger cannot understand evacuation procedures and Agent and crew member's instructions; or
- (d) the Passenger does not consent to providing assistance in an emergency evacuation.

#### **Article19 (BAGGAGE)**

(A) (Restriction of Acceptance as Baggage)

1. The Company 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 the Company'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 the Company 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) dead body;
- (g) Firearms, swords and other similar items, except as otherwise provided in the Company's Regulations.
- (h) other items which the Company considers unsuitable for carriage on an aircraft.

2. The Company will refuse to accept any of the following as Unchecked Baggage:

- (a) items similar in shape to firearms, swords, and explosives (e.g. pistol-shaped lighters, hand grenade-shaped lighters); or
- (b) other items the Company considers as potential weapons (e.g. bats, golf clubs, ice

skates).

3. The Company 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 2 of this paragraph and may refuse onward carriage of any such item upon discovery thereof.

4. The Company will refuse to accept fragile or perishable items, money, jewelry, platinum, gold and other precious metals, negotiable papers, securities, bank notes, documentary stamps, art works, antiques or other valuables, business documents, passports or other identification documents necessary for travel or samples as Checked Baggage.

5. The Company 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.

6. If any item referred to in sub-paragraph 1 of this paragraph 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) (Security Inspection)

1. Passengers and Baggage shall submit to any security check required, unless it is specifically deemed unnecessary by government or airport officials or by the Company.

2. The Company will 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, 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, the Company 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 prohibited item referred to in sub-paragraph 1 and 2 of paragraph (A) of this Article.

3. The Company will 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, 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.

4. When a Passenger does not agree with the Company's inspection as specified in sub-paragraph 2 of this paragraph, the Company will refuse to carry such a Passenger's Baggage.

5. When a Passenger does not agree with the Company's search as specified in sub-

paragraph 3 of this paragraph, the Company will refuse to carry such a Passenger.

6. When such prohibited items as specified in sub-paragraph 1 and 2 of paragraph (A) of this Article have been found as a result of such inspection or search as specified in sub-paragraph 2 and 3 of this paragraph, the Company may refuse to carry such Baggage, or may dispose 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 the Company does not accept checking of Baggage.

2. Upon delivery to the Company of Baggage to be checked, the Company will record in the Company's database the number of pieces and/or weight of the Checked Baggage 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 the Company's acceptance of checking.

4. The Company will accept Checked Baggage in excess of the following limits, only if a prior due notice of such article is given to, and a prior permission to such carriage is granted by, the Company.

(a) the total of the greatest outside length, the greatest outside height and the greatest outside width (hereinafter referred to as the "sum of the three dimensions") of each piece shall not exceed 203 centimeters (80 inches), and the dimensions that can be stowed in a cargo compartment of the boarding flight;

(b) the weight of each piece shall not exceed 32 kilograms (70 pounds); and/or

(c) the total weight for all Checked Baggage shall not exceed 100 kilograms (220 pounds).

In case the Company accepts such carriage, charges shall be assessed in accordance with the Company's Regulations.

Provided however that the Company will not accept carriage of any piece of Baggage the sum of three dimensions of each piece of which exceeds 292 centimeters (115 inches) and/or the weight of which exceeds 45 kilograms (100 pounds).

(D) (Unchecked Baggage)

1. Unless otherwise specified, Baggage that a Passenger may carry into the cabin shall satisfy all of the following conditions:

(a) not more than one piece;

(b) the total weight shall not exceed 10 kilograms (22 pounds); and

(c) the total dimensions shall not exceed 115 centimeters (45 inches) (not exceeding 100 centimeters

(39 inches) in the case of the aircraft which has seating capacity of less than 100) 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.

2. A Passenger may carry into the cabin one piece as a Passenger's personal belongings permitted by the Company's Regulations.

3. The total weight of the Baggage and a Passenger's personal belongings referred in sub-paragraph 1 and 2 above must not exceed 10 kilograms (22 pounds).

4. Notwithstanding the preceding sub-paragraph 1 through 3 of this paragraph, a Passenger shall not carry into the cabin any Baggage which the Company deems cannot be safely stowed in the cabin.

5. The Company 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 Company. Carriage of such Baggage shall be subject to a charge provided in the Company's Regulations.

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

1. A Passenger or a charterer on behalf of the Passenger may declare a value of Baggage in excess of the liability limitation of the Company pursuant to sub-paragraphs 6, 7 and 9 of paragraph (C) of Article 23. 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 value of baggage to be declared by one passenger shall not exceed U.S.\$2,500.

2. Unless otherwise provided in the Company's Regulations, a Passenger or a charterer on behalf of the Passenger may pay excess value charges at the place of departure for the entire trip to the Destination.

(F) (Collection and Delivery of Baggage)

1. A Passenger shall, at his/her own responsibility, check the number on his/her Baggage Identification Tag (Baggage Claim Tag and Baggage attachment stub) upon arrival or at any stopover point, and collect his/her checked Baggage. The Company may require the Passenger to present his/her Baggage Claim Tag(s) at the time of Baggage collection.

2. The bearer of the Baggage Claim Tag(s) issued to a Passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of the checked Baggage. The Company shall not be obligated to ascertain that the bearer of a Baggage Claim tag(s) is truly entitled to accept delivery of the Baggage. The Company 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, the Company will deliver the Baggage to such person only if he/she establishes to the Company's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon the Company's request, provide the Company with adequate security to indemnify the Company from any loss and damage incurred by the Company in connection with such delivery.

4. The Company may, unless precluded by Applicable Laws and if time and other circumstances permit, deliver Checked Baggage to the bearer of and a Baggage Claim 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, the Company will not refund any charges paid for such Baggage.

5. Acceptance of delivery of Baggage by the bearer of and a Baggage Claim 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 the contract of carriage.

6. Checked Baggage that remains unclaimed for a considerable period of time after its arrival at the Destination, the Company may dispose of the Baggage as appropriate. In this case, the Passenger shall be liable for any damage or expenses incurred in connection with such disposal.

(G) (Animals)

1. Subject to the Company's Regulations and with the Company's prior consent, the Company will accept carriage of domesticated 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. In the event that the Company accepts carriage of an animal as Baggage of a Passenger, the animal shall, together with its container and food to be carried, not be included in the free Baggage allowance of the Passenger but shall constitute excess Baggage for which the Passenger shall pay a charge provided in the Company's Regulations.

3. Notwithstanding the preceding sub-paragraph 2, a service dog accompanying a Passenger with a disability to assist such Passenger together with a container and food will, subject to the Company's Regulations, be carried for free of charge.

4. The Company will accept carriage of an animal subject to the condition that a Passenger shall observe the Company's Regulations and shall be fully responsible for such animal. The Company shall not be liable for injury to, sickness or death of, such animal if and to the extent that such event resulted from the inherent nature of such animal. If the animal damages the Company or other Passengers, the Passenger or

charterer shall be liable for the costs related to such damage.

**Article20 (GROUND TRANSPORTATION SERVICE)**

Unless otherwise provided in the Company's Regulations, the Company will not arrange for, operate or provide ground transportation service within airport areas, between airports or between an airport and downtown areas. Except ground transportation service is directly operated by the Company, any such service will be provided by an independent operator who is not and shall not be deemed an agent or servant of the Company. Even in case Agent of the Company assists a Passenger or a charterer in making arrangements for such ground transportation service, the Company shall not be liable for the acts or omissions of such independent operator. In the event that the Company operates for a Passenger such ground transportation service, the Company's Regulations including, but not limited to, those stated or referred to in those regulations concerning Tickets, value of Baggage or otherwise shall be deemed applicable to such ground transportation service. No portion of fares shall be refundable even in case such ground transportation service is not used.

**Article21 (ARRANGEMENTS MADE BY THE COMPANY )**

In making arrangements for hotel or other services incidental to carriage for a Passenger, the Company 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 the Company harmless from claims by Passengers arising out of or in connection with such use or denial.

**Article22 (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, the Company's Regulations and instructions to be given by the Company. The Company shall be liable neither for any aid, assistance, guidance or otherwise given by an Agent of the Company 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 the Company 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 the Company, if the Company 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 the Company and the Company carry the Passenger, the Company shall not be deemed to guarantee that such documents comply with Applicable Laws.

(b) The Company 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. The Company shall not be responsible for any loss or damage incurred by a Passenger, and the Passenger shall indemnify the Company for any loss or damage incurred by the Company, 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 the Company 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. The Company may apply to the payment of such fares, charges and expenses any fares, and/or Charges paid by the Passenger or the charterer to the Company for unused portion of the Ticket by charter flight or any funds of the Passenger or the charterer in the possession of the Company. The Company 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. The Company shall not be responsible in any respect to a Passenger for his/her failure to comply with this paragraph. A Passenger shall indemnify the Company for any loss or damage incurred by the Company in connection with the Passenger's failure to comply with this paragraph.

(D) (Government Regulations)

The Company shall not be responsible to a Passenger in any respect for its refusal of carriage of the Passenger if the Company at its reasonable discretion determines, or any Applicable Laws require, such refusal.

## **Article23 (LIABILITY OF CARRIER)**

### (A) (Applicable Laws)

1. International Carriage performed by the Company shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the carriage unless the Convention does not apply.

2. To the extent not in conflict with the provisions of the preceding sub-paragraph 1, any Carriage by Charter Flight and other services to be performed or provided by the Company shall be subject to:

(a) Applicable Laws; and

(b) these Conditions of Carriage and the Company's Regulations, which may be inspected at any of the Company's Office.

3. For the purpose of application of the Convention, the Agreed Stopping Places (which may be altered by the Company in case of necessity) shall be those places as defined in Article 1.

### (B) (Death and bodily injury of Passengers)

1. The Company 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. For International Carriage where the Convention other than the Montreal Convention applies, the Company agrees in accordance with Article 22 (1) of the Convention, provided nothing herein shall be deemed to affect the right of the Company with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death of, or wounding or other bodily injury to, a Passenger, defined as follows:

(a) The Company 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.

(b) The Company 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 151,880 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.

3. For Domestic Carriage, the Company shall not be liable for, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company

and/or its Agent were prevented from taking such measures.

(C) (Damage to baggage)

1. The Company shall be liable for any damage arising out of in connection with the destruction, loss or damage to Checked Baggage, if the accident causing such destruction, loss or damage occurred on board an aircraft or while the Baggage is in the custody of the Company.

2. For International Carriage where the Convention other than the Montreal Convention applies, the Company shall not be liable for damage to Checked Baggage, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company and/or its Agent were prevented from taking such measures.

3. For Domestic Carriage, the Company shall not be liable for Checked Baggage, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company and/or its Agent were prevented from taking such measures.

4. The Company shall be liable for loss or damage arising out of or in connection with 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 fault of the Company or its Agent.

5. The Company shall not be liable for any damage in respect of Unchecked Baggage not attributable to fault of the Company. Assistance rendered to a Passenger by Agent and crew member in loading, unloading or transshipping Unchecked Baggage shall be considered as gratuitous service to the Passenger.

6. For International carriage, the Company's liability for Baggage shall be limited to 1,519 SDR for each Passenger.

7. For International Carriage where the Convention other than the Montreal Convention applies, the Company'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.

8. In the case of carriage of Checked Baggage from or to a point or points in the United States of America, Canada or any other country provided in the Company's Regulations, the Company's liability shall also be subject to the preceding sub-paragraphs 6 and 7. In the case of such carriage, where the Convention other than Montreal Convention applies, the weight of each item of Checked Baggage shall be deemed not to exceed 32 kilograms (70 pounds) and, in case the subparagraph 7 applies, the Company's liability shall, accordingly, be limited to 544 SDR (8,000 French Gold Francs), except in case the Company accepts Carriage of Checked Baggage with respect to which the Company enters into an agreement in advance concerning an item weighing above 32 kilograms (70 pounds) in accordance with sub-paragraph 4 of paragraph (C) of Article 19.

9. For Domestic carriage, the Company's liability for Baggage shall be limited to 150,000 yen for each Passenger.

10. The limitation referred in sub-paragraphs 6, 7, and 9 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, the Company's liability shall be limited to such higher declared value.

11. In no case shall the Company'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.

12. For International carriage, 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, the Company'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.

13. The Company shall not be liable for any damage arising in connection with destruction or loss of, or damage to any Baggage or any other article of a Passenger that the Company takes custody of, if and to the extent that the damage resulted from the inherent defect, quality or vice of the item, irrespective of the Company's knowledge thereof.

14. The Company 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 the Company shall indemnify the Company for all loss and expenses incurred by the Company as a result thereof.

15. The Company 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 the Company, 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 the Company.

(D) (Limitation of Liability)

1. The limitation of liability provided for in this Article shall not be applicable if it is proved that the damage has been caused by the willful misconduct or gross negligence of the Company and/or its Agent, provided that if such damage is caused by willful misconduct or gross negligence of the Agent, it shall also be proved that the damage occurred while the Agent was performing his/her duties.

2. If the Company proves that the any damage has been caused by or contributed to by the negligence or other wrongful act or omission of a Passenger, the Company shall be exempted from liability to the claimant, in whole or in part, to the extent that such

negligence or other wrongful act or omission has caused or contributed to the damage.

3. The Company shall not be liable for any damage 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 the Company's control.

4. The Company shall not be liable in any event for any consequential or special damage or punitive damages arising from carriage complying with these Conditions of Carriage and the Company's Regulations, whether or not the Company had knowledge that such damage might arise.

5. If the Company 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 Company for such damage.

6. Unless otherwise provided in these Conditions of Carriage, the Company reserves any and all right of defense available under the Convention. The Company 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 the Company in connection with the damage.

7. Any exclusion or limitation of liability of the Company under these Conditions of Carriage and the Company's Regulations shall also apply to any of the Company's Agents performing their respective duties and to any person or entity whose aircraft is used by the Company for Carriage and any of Agents performing their respective duties. The aggregate amount of the damages payable by the Company or its Agents shall not exceed the amount of the Company's limitation of liability under these Conditions of Carriage.

#### **Article24 (TIME LIMITATIONS ON CLAIMS AND ACTIONS)**

##### **(A) (Time Limitation on Claims)**

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 the Company forthwith after the discovery thereof and no later than 7 Days after the date of receipt (excluding the date of receipt); and, in the case of delay or loss, unless the complaint is made no later than 21 Days after the date (excluding such 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:

1. it was not reasonably possible for him/her to give such notice;

2. such notice was not given due to fraud on the part of the Company; or
3. the Company had knowledge of the damage to the Passenger's Baggage.

**(B) (Time Limitation on Actions)**

Any right to damages against the Company's liability in International Carriage 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.

**Article25 (OVERRIDING LAW)**

Any provision contained or referred to in a Ticket, a Charter Agreement or in these Conditions of Carriage or the Company'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.

**Article26 (MODIFICATION AND WAIVER)**

No Agent of the Company shall have authority to alter, modify or waive any provision of the contract of carriage or of these Conditions of Carriage or the Company's Regulations.

**Supplementary Provisions**

**Article1 (DATE OF EFFECTIVENESS)**

These Conditions of Carriage shall come into effect as of May 19, 2026.