

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



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## **ARTICLE 1. (DEFINITIONS)**

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

1. "BAGGAGE", which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort of convenience in connection with his trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger. However, in the case of a more than reasonable quantity of the same article, it will be regarded that the articles are for commercial purpose and will not be considered baggage if there is no valid reason in the opinion of ABL
2. "BAGGAGE CHECK" means those portions of the ticket which provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt for the passenger's checked baggage.
3. "BAGGAGE TAG" means a document issued by carrier solely for identification of the checked baggage, the baggage (strap) tag portion of which is attached by carrier to a particular article of checked baggage and baggage (claim) tag portion of which is given to passenger.
4. "CARRIAGE" which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitously or for reward.
5. "CARRIER" means air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or his baggage thereunder, or perform or undertake to perform and other services related to such air carriage.
6. "CHECKED BAGGAGE", which is equivalent to "registered luggage", means baggage of which carrier takes sole custody and for which carrier has issued a baggage check and baggage (claim) tag(s).
7. "CHILD" means for the purpose of discounts for children, a person of 2 years of age or over but under 12 years of age.
8. "CIRCLE TRIP" means travel from a point and return there to by a continuous, circuitous air route; provided that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.
9. "CONJUNCTION TICKET" means two or more tickets concurrently issued to a passenger and which constitute a single contract of carriage.
10. "CONSEQUENTIAL DAMAGES" means damages which are reasonable out-of-pocket expenses and

other provable damage incurred by passenger as the consequence of the loss, damage, or delay in the delivery of such personal property.

11. "CONVENTION" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereinafter called the "Warsaw Convention") or that Convention as amended at the Hague, September 28, 1955 (hereinafter called the "Warsaw Convention as amended at the Hague, 1955"), or Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999 (hereinafter called the "Montreal Convention"), whichever may be applicable.
12. "DAYS" means calendar days, including Sundays and legal holidays; provided that for the purpose of notification, the day upon which the notice is dispatched shall not be counted; and that for purpose of determining duration of validity, the balance the day upon which the ticket is issued, or flight commenced shall not be counted.
13. "DAMAGE" includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.
14. "DESTINATION" means the ultimate stopping place according to the contract of carriage. In the case of round trip or circle trip, the destination is the same place as the point of origin.
15. "FLIGHT COUPON" means the portion of the Passenger Ticket that indicates particular places between which the coupon is good for carriage.
16. "FRENCH GOLD FRANCS" means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths.
17. "INFANT" means, for the purpose of discounts for infants, a person under 2 years of age.
18. "INTERNATIONAL CARRIAGE" (Except when the Convention is applicable) means any carriage in which, according to the contract of carriage, the place of departure, and any place of landing are situated in more than one country. As used in this definition, the term "country", which is equivalent to "state", includes all territory subject to the sovereignty, suzerainty, mandate, authority, or trusteeship thereof.
19. "ABL" means Airbusan Airlines Incorporated.
20. "MISCELLANEOUS CHARGES ORDER" means a document issued by a carrier or its agent, requesting issue of an appropriate Passenger Ticket and Baggage Check or provision of services to the person named in such document.



21. "NORMAL FARE" means the full fare established for a normal, regular or usual service, the application of which is not dependent upon any specially limited period or ticket validity or other special circumstances.
22. "OPEN-JAW TRIP" means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.
23. "PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.
24. "PASSENGER COUPON" means that portion of the Passenger Ticket constituting the passenger's written evidence of the contract of carriage.
25. "PASSENGER TICKET" means those portions of the ticket issued by carrier which provide for the carriage of the passenger.
26. "PREPAID TICKET ADVICE (PTA)" means the notification by teletype, commercial wire or mail that a person in one city has requested issuance of prepaid transportation as described in the authority, to a person in another city. Carrier may collect a service charge for the issuance of a PTA according to the applicable tariffs.
27. "ROUND TRIP", which is equivalent to a return journey, means travel from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same, or travel from one point to another and return by an air route different from that used outbound, for which the same normal through, one-way fare is established.
28. "SPECIAL FARE" means a fare other than a normal fare, which includes "SPECIAL WEB FARE". "SPECIAL WEB FARE" is a fare distinguished from "NORMAL FARE" by its discounted rate of more than 50%, which also can refer to online promotional tickets. "SPECIAL WEB FARE" is dependent upon specially limited period or ticket validity or other special circumstances.
29. "STOPOVER" which is equivalent to a break of journey, means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.
30. "TARIFFS" means ABL's fares, rates and charges for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.

31. "TICKET" means the "Passenger Ticket and Baggage Check" or Electronic Ticket including all flight, passenger and other coupons therein, issued by carrier or on our behalf, which provides for the carriage of the passenger and his baggage.
32. "ELECTRONIC TICKET" means the Itinerary/Receipt issued by ABL or on our behalf, the Electronic Coupons.
33. "ELECTRONIC COUPON" means an electronic flight coupon or other value document held in ABL's data base.
34. "ITINERARY/RECEIPT" means a document or documents ABL issue to Passengers traveling on Electronic Tickets that contains the Passenger's name, flight information and notices.
35. "TO VALIDATION" means to stamp or write on the passenger ticket an indication that the passenger ticket has been officially issued by carrier.
36. "UNCHECKED BAGGAGE", which is equivalent to hand luggage, is baggage other than checked baggage.
37. "UNITED STATES OF AMERICA or THE UNITED STATES or THE U.S.A." means, unless otherwise specified, the area comprising the 50 contiguous federated states ; the Federal District of Columbia; Puerto Rico; Virgin Islands; American Samoa, Baker Island, Guam, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Island, Northern Mariana Islands, Palmyra Island, Saipan, Swains Island, Wake island.

## **ARTICLE 2. (APPLICATION OF CONDITIONS)**

### **1. General**

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

### **2. Applicability**

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

3. Gratuitous Carriage

With respect to gratuitous carriage, ABL reserves the right to exclude the application of all or any part of these Conditions of Carriage.

4. Charter Agreement

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

5. Effectiveness

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

6. Change without Notice

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

7. Code Shares

① On some services ABL has arrangements with other carriers known as "Code Shares". This means that even if passengers have a reservation with ABL and hold a ticket where ABL's name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply ABL will advise passengers of the carrier operating the aircraft at the time passengers make a reservation.

② All passengers and baggage carried on a Code Share flight ABL is indicated as the carrier shall be subject to the articles set forth in these Conditions of Carriage.

③ Notwithstanding Subparagraph ② above, ABL Code Share partners may, in their discretion, apply different rules as to the following (including, but without limitation). In that case, ABL will advise passengers of the ABL Code Share partner's rules:

(1) Check-in times and procedures

- (2) Carriage of passengers with special needs and unaccompanied children and infants
- (3) Free baggage allowance
- (4) Special baggage
- (5) Other rules about check-in and baggage

### **ARTICLE 3. (TICKET)**

#### 1. General

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

#### 2. Validity for Carriage

- ① When validated, the ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in Subparagraph ② below. Each flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved.

When flight coupons are issued on “open-date” basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the flight coupons.

- ② A ticket issued at normal fare is valid for carriage for one year from the date of commencement of carriage, or if no portion of the ticket is used, from the date of issuance of the ticket.

If the ticket is for or includes fare having a shorter period of validity than indicated above, such shorter validity shall apply only in respect to transportation to which such fare applies.

- ③ The period of validity of Miscellaneous Charges Order will be one year from the date of issuance. A Miscellaneous Charges Order must be presented for a ticket within one year from the date of issuance; otherwise it will not be honored for a ticket.
- ④ Tickets expire at midnight on the date of expiration of ticket validity. Travel on the last continuous portion by the last flight coupon of the ticket must be commenced prior to midnight of the date of expiration but may continue beyond, unless otherwise provided in applicable tariffs.
- ⑤ An expired ticket or Miscellaneous Charges Order will be accepted for refund in accordance with Article 11.

- ⑥ The booking class printed on the ticket must be identical with the class indicated by the respective PNR. Passenger holding ticket which fails to meet the above condition may be denied from boarding or, may board only after paying predetermined surcharges.

### 3. Extension of Ticket Validity

- ① Notwithstanding Paragraph 2 ② above, the validity of a ticket will be extended by ABL without additional collection of fare as follows;

- (1) For no longer than 30 days beyond the original limit when ABL:

- a. cancels or postpones the flight during the period of validity;
- b. omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
- c. fails to operate a flight reasonably according to schedule;
- d. cause the passenger to miss a connection;
- e. substitutes a different class of services; or
- f. is unable to provide previously confirmed spaces.

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

- ② When a passenger is prevented from travelling by reason of illness.

Unless otherwise provided in applicable tariffs, when a passenger is prevented from travelling within the period of validity of his or ticket by reason of illness (but not pregnancy), ABL will extend the period of validity of such passenger's ticket until the date when he/she become fit to travel according to a medical certificate, or until the first service of the class of ABL, for which the fare has been paid, on which space is available after such date from the point where the journey is resumed or from the last connecting point. Provided that, when the flight coupons remaining in the ticket having a one year validity involve one or more stopovers, the validity of such ticket will be extended for not more than 3 months from the date shown on the certificate. In such circumstances, ABL will extend similarly the period of validity of ticket of persons travelling with the incapacitated passenger.

- ③ When a passenger dies en route, the validity of the tickets of the accompanying immediate family or other persons accompanying the passenger maybe extended by not more than 45 days after the date of death.

- ④ When a ticket is sold at a special fare containing minimum-stay requirements, the minimum-stay

requirement will be waived on presentation of a death certificate or a copy thereof for passengers who are;

- a. members of the immediate family of a passenger who dies en route, or
- b. other persons actually accompanying a passenger who dies en route.

⑤ If a passenger holding a special fare ticket with a minimum-stay requirement desires to commence the return travel before the expiry of the minimum-stay period owing to the death of an immediate family member not accompanying the passenger, and a death certificate or a copy thereof is not immediately available, the passenger will be entitled to a refund of the additional amounts paid to permit earlier return, on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.

⑥ When a ticket is sold at a special fare containing a minimum-stay requirement, the minimum-stay requirement will be waived when the passenger by reason of illness, substantiated by a medical certificate attesting to the illness of such passenger after passenger's commencement of travel, desires to commence return travel prior to the minimum-stay period.

The passenger will be permitted to return at the special fare paid.

The ticket must be endorsed "Early Return Account Illness of (name of passenger)". A copy of the medical certificate must be retained in the files for a minimum period of 2 years.

Note: The same provisions will apply to immediate family member(s) accompanying the passenger.

#### 4. Coupon Sequence and Production of Ticket

Flight coupons must be used in sequence from the place of departure as shown on the passenger coupon.

Flight coupons must be presented with the passenger coupon.

The passenger throughout his journey must retain the passenger coupon and all flight coupons not previously surrendered to carrier. He/she must, when required, produce the ticket and surrendered any applicable portion to carrier.

#### 5. Non-Transferability

A ticket is not transferable, but ABL shall not be liable to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, ABL will not be liable for death or injury of such unauthorized person or for the

loss, destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.

#### **ARTICLE 4. (STOPOVER)**

##### 1. Permission of Stopover

- ① In case of a passenger holding a ticket issued at the normal fare, stopovers within the period of ticket validity will be permitted at any scheduled stop unless government requirements or applicable tariffs don't permit such stopover.
- ② In case of passengers holding tickets issued at special fare, stopovers will be subject to the limitations, prohibitions or additional stopover charges as provided in the applicable tariffs of ABL.

##### 2. Prior Arrangement

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

#### **ARTICLE 5. (FARES, CHARGES AND ROUTINGS)**

##### 1. Applicable Fares and Charges

- ① Except as otherwise provided in applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by ABL, and shall be those in effect on the date on which full payment is made, for travel on the specific dates and journey shown on the ticket. When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate. In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with the fares and charges in effect on the date on which the change is made and is reflected on the ticket.
- ② Published fares apply only for carriage from the airport at the point or origin to the airport at the point of destination and do not include ground transfer service within airport areas or between airports or between airport and downtown except where applicable tariffs specifically provide that such ground transfer service will be furnished without additional charge.
- ③ Except as otherwise provided in applicable tariffs, direct fares published in tariffs take precedence over any combination of intermediate fares applicable to the same class of service between the same points.

- ④ Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class provided that, when a passenger cannot be accommodated in one seat because of his size, no charge will be made for providing an additional seat subject to the availability of space. If the passenger reserves two seats in advance, twice the applicable fare must be charged.

## 2. Construction of Unpublished Fares

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

## 3. Routings

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

## 4. Payment of Fares and Charges

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

### ① Applicable exchange rate

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

### ② When Payment is made in other currency than KRW

(1) Except otherwise provided by laws, orders, requirements and/or regulations of government, the exchange rate for conversion of published fare and/or charges into foreign currency amount shall be the banker's buying rate of Monday which shall be used from Tuesday of the week to Monday of the following week; provided that,

- a. The rate of Friday of the previous week shall be used from Tuesday of the week to Monday of the following week in case Monday is bank holiday;
- b. Applicable banker's buying rate of the day on which refund application is accepted by ABL shall be used when the ticket or charge paid for in foreign currency is refunded in KRW.
- c. Applicable banker's buying rate of issuing day shall be applied only to KRW amount to be collected additionally when ticket reissuance results in collection of additional charge:



(2) Applicable banker's selling rate or buying rate mentioned above means banker's selling or buying rate of Monday of the week which shall be used by ABL from Tuesday of the week to Monday of the following week.

(3) Notwithstanding Subparagraph (2) above, when the fluctuation difference of exchange rate is greater than 1% compared with previous day's rate, such new exchange rate shall be used from the following day of its announcement for the remaining days of the same week.

#### 5. Taxes

Any tax or other charge imposed by government authority and collected from a passenger will be in addition to the published fares and charges.

### **ARTICLE 6. (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS)**

#### 1. Changes Requested by passenger

① At a passenger's request, ABL will effect a change in the routing (other than point of origin), carrier(s), class(es) of service, destination, fare or validity specified in an unused ticket, flight coupon(s) or Miscellaneous Charges Order by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or Miscellaneous Charges Order, provided that;

(1) ABL issued the original ticket or Miscellaneous Charges Order or,

(2) ABL is the carrier designated in the "via carrier" box, or no carrier is designated in the "via carrier" box, of the unused flight coupon or Miscellaneous Charges Order for the first onward carriage from the point on the route the change is to commence; however, where the carrier who issued the ticket is designated as carrier for any subsequent section(s) and has an office or general agent who is authorized to make endorsement, at the point on the route where the change is to commence where the passenger makes his request for such change, ABL shall obtain such issuing carrier's endorsement; or

(3) ABL has received written or telegraphic authority to do so from the carrier entitled to effect the change.

② When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs.

- ③ In the case of a ticket or Miscellaneous Charges Order issued pursuant to a Prepaid Ticket Advice, the authorization to make endorsement shall not apply to the carrier issuing such document but shall remain with the carrier issuing the Prepaid Ticket Advice.
- ④ The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued on the date of sale of the original ticket or MCO.

## 2. Involuntarily Revised Routings

- ① In the event ABL cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stopover, is unable to provide previously confirmed space, or the passenger is refused carriage or removed in accordance with Article 8, ABL shall either;
  - (1) carry the passenger on another flight of ABL on which space is available,
  - (2) endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting,
  - (3) reroute the passenger to the destination or point of stopover shown on the ticket or applicable portion thereof by its own or other transportation services; or
  - (4) make involuntary refund in accordance with Article 11. 4
- ② In the event a passenger misses an onward connecting flight of ABL on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and ABL shall not be liable for such missed connection.
- ③ An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable to the fare originally paid.

## **ARTICLE 7. (RESERVATIONS)**

### 1. General

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

## 2. Conditions of Reservations

- ① A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by reservations agent of ABL and a record of the confirmed space is reflected in ABL's reservation system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by ABL, ABL will cancel the reservations at any time without notice.
- ② ABL does not guarantee allocation of any particular space in the aircraft.

## 3. Communication Charges

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

## 4. Arrival of Passengers at Airports

The passenger must arrive at the airport or other point of departure by the time fixed by ABL, or if no time is fixed, sufficiently in advance of flight departure time to permit completion of government formalities and departure procedures. If the passenger fails to arrive at such airport or other point of departure by the established time limits or appears improperly documented and is not ready to travel, ABL will cancel the space reserved for him. Departure will not be delayed for passenger who arrives at airport or other point of departure too late for such formalities to be completed before scheduled departure time. ABL is not liable to the passenger for loss or expense due to passenger's failure to comply with this provision.

## 5. Cancellation of Reservations

If a passenger fails to occupy space which has been reserved for him, ABL will cancel all other reservations held by such passenger for continuing or return space.

# **ARTICLE 8. (LIMITATIONS OF CARRIAGE)**

## 1. Refusal, Cancellations or Removal

- ① ABL may refuse to carry, cancel the reserved space of, or remove en route any passenger when, in the exercise of its reasonable discretion,
  - (1) Such action is necessary for reason of safety;
  - (2) Such action is necessary to prevent violation of any applicable laws, regulations or orders of any state or country to be flown from, into or over;
  - (3) The conduct, age or mental or physical condition of the passenger is such as to;

- a. require special assistance of ABL or
  - b. cause discomfort or make himself objectionable to other passenger, or
  - c. involve any hazard or risk to himself or to other persons or to property, or
  - d. When you fail to present necessary documents for boarding permission (unaccompanied minor, the challenged, the pregnant, the patient or the ones who need special assistance and so on)
- (4) The passenger refuses on request to produce positive identification or
- (5) The passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or articles.
- (6) The passenger has been notified in writing that he/she will be refused carriage for inflicting damage on or disrupting other passengers' comfort and safety or, displaying any act of violence to any ABL employee or making repeated improper claims during business transactions resulting ABL's inability to provide a public service
- ② If question arises of any aircraft being overloaded, ABL shall decide which passengers or articles will be carried.
- ③ ABL will make refund as provided in Article 11.4 for the unused portion of the ticket of a passenger so refused carriage or removed en route for any reason specified in the foregoing Paragraphs.

## 2. Conditional Acceptance for Carriage

If a passenger whose status, age, or mental or physical condition is such as to involve any hazard or risk to himself is carried, it is on the expressive condition that ABL shall not be liable for any injury, illness or disability or any aggravation or consequences thereof, including death, caused by such status, age, or mental or physical condition and that the conditions for his/her carriage shall be subject to the applicable tariffs and the requirements of ABL's regulations.

## 3. Carriage of Unaccompanied Children and Infants

- ① Children not accompanied in the same compartment by a passenger of 12 years of age or over, will be accepted for carriage subject to advance arrangements with ABL, and only under the following conditions;
- (1) They are accompanied to the airport of departure by a parent, guardian or responsible adult who shall remain with the child until enplaned and satisfactory evidence is presented by such parent, guardian or responsible adult that the child will be met at the airport of stopover or destination by another parent, guardian or responsible adult upon deplaning;

- (2) The flight on which space is held is not expected to terminate short of or by-pass destination due to weather conditions or others;
  - (3) A letter of indemnity in such form as may be prescribed by ABL and signed by a parent, guardian or responsible adult is presented to ABL at the time of reservations;
- ② Children under 5 years of age and Infants will not be accepted for travel unaccompanied.

## **ARTICLE 9. (BAGGAGE)**

### 1. General

- ① Carriage of baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the first flight coupon of the ticket. In the event that any country has its own laws, regulations or orders, those laws shall take precedence.
- ② ABL will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by ABL.

### 2. Checked Baggage

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

name listed on the ticket or boarding pass, and furthermore ABL reserves the right to claim all losses and expenses resulting from said baggage against its owner and the passenger who presented the baggage to ABL to be checked

### 3. Free Checked Baggage Allowance

#### 1) When travel is not to/from points in USA, US territories

- ① Passengers paying the adult Economy class fare shall be permitted the checked baggage allowance of 15 kilograms.
- ② Children paying at least 50 percent of the adult fare are entitled to the same allowance as adults.
- ③ Infants not entitled to a seat shall be allowed 10 kilograms and in addition one checked or carry-on fully collapsible stroller/ push-chair or infants carrying basket or infants car seat, which may be carried in the passenger cabin subject to the availability of space.
- ④ In addition to the checked baggage allowance provided for in above Paragraphs, incapacitated passengers may carry free of charge one wheelchair and/or other assistive devices they are dependent upon.
- ⑤ Free baggage allowance may vary according to the route and cabin class. In addition, limitations on size and weight may be enforced due to security and safety regulations.

#### ⑥ When travel is on a combined class fares

- (1) For trips where the passenger travels partly on First class service, partly on Business/Economy class services, the free baggage allowance for each portion of the trip will be that applicable to the class of service for which the fare is paid.
- (2) When a passenger who has paid the First class fare travels on Business/Economy class service, the free baggage allowance will be that applicable to the First class service.
- (3) When a passenger who has paid the Economy class fare travels on Business class service, the free baggage allowance will be that applicable to the Economy class service.

#### 2) When travel is to/from points in USA, US territories

- ① Passengers paying the adult Economy class fare shall be granted as free baggage allowance two pieces of baggage provided that the outside linear dimensions of each bag do not exceed 158cms, and provided that the weight of each bag does not exceed 23 kilograms.
- ② Children paying at least 50 percent of the adult fare are entitled to the same allowance as adults.

- ③ Infants not entitled to a seat shall be allowed 10 kilograms and in addition one checked or carry-on fully collapsible stroller/ push-chair or infants carrying basket or infants car seat, which may be carried in the passenger cabin subject to the availability of space.
- ④ In addition to the checked baggage allowance provided for in above Paragraphs, incapacitated passengers may carry free of charge one wheelchair and/or other assistive devices they are dependent upon.
- ⑤ Limitations on size and weight may be enforced due to security and safety regulations.

### 3) Pooling of free baggage allowance(Excluding when travel is to/from points in USA, US territories)

When two or more passengers, travelling as one group to a common destination or point of stopover by the same flight, present themselves and deliver their baggage to ABL at the same time and place, the passengers shall be permitted, upon request, a total free baggage allowance equal to the combination of their individual free baggage allowance. Baggage weight in excess of the combined free baggage allowance shall be subject to excess baggage charges.

### 4. Excess Baggage

- ① Checked baggage exceeding the free baggage allowances set forth in 'Paragraph 3.' above will be accepted for transportation only upon payment of excess baggage charges in effect on the date of issuance of excess baggage ticket.
- ② If the total dimensions and/or weight of a piece of luggage exceed ABL's free baggage allowance, then an excess baggage charge may be assessed by ABL.
- ③ At the passenger's option, excess baggage charges will be payable either at the point of origin for the entire journey via stopover points to final destination (even though baggage may not in some cases be checked through to final destination), or at the point of origin to the point of stopover, in which case, when trip resumed, the charges will be payable from the point of stopover to the next point of stopover or destination. If a passenger has paid all excess baggage charges and then attempts to check additional baggage mid-journey, ABL will only accept said baggage under the condition that an additional excess baggage charge for the entire journey or next stopover point has been paid as well
- ④ ABL will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by ABL.
- ⑤ In case a passenger is rerouted or his carriage cancelled, the provisions which govern with respect to

the payment of additional fares or the refunding of fares shall likewise govern the payment or the refunding of excess baggage charges.

#### 5. Collection and Delivery of Baggage

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

#### 6. Unchecked Baggage: Carry on Items

- ① In addition to the checked baggage allowance, each passenger may carry, without additional charges hand baggage suitable for placing in closed overhead rack or under the passenger's seat with maximum dimensions (the sum of the three dimensions of all such carry on items) not more than 115cm (40cm, 55cm, 23cm) and weight of not more than 10kg, only when they are placed in the passenger's sole custody. Passengers paying the adult Economy class fare shall be allowed one piece of carry-on item.
- ② Carry-on luggage may be limited according to airport conditions, security regulations, or insufficient space.



- ③ Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by ABL. The transport of such objects may be charged for separately.
- ④ ABL will limit the acceptance of carry on items for carriage in passenger cabin to conform with security regulations or others.

#### 7. Items unacceptable as Baggage

In the opinion of ABL, the weight, shape, size or character of baggage renders it unsuitable for carriage on the aircraft, ABL, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof.

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

#### 8. Right of Search

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

#### 9. Excess Value Charges

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

valuation limits of Subparagraph ③ below.

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

#### 10. Animals

- ① Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of ABL, be accepted for carriage, subject to ABL's regulations.
- ② Prohibition or limitation of live animals aboard the aircraft may be enforced according to the type of aircraft or flight time.
- ③ If accepted as baggage, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.
- ④ Guide dogs accompanying sight/hearing impaired passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance.
- ⑤ Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. ABL shall not be liable for injury to or loss, delay, sickness or death of such animal.
- ⑥ ABL will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country and the person carrying the animal must reimburse ABL for any fines, costs, losses or liabilities reasonably imposed or incurred by ABL as a result.

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

### 1. Schedules

The times shown in timetables or elsewhere are approximate and ABL may be obliged to change the time of flights, open for reasons beyond ABL's control, and consequently, times in timetables or elsewhere are not guaranteed, and thus form no part of the contract of carriage. Schedules are subject to change without notice and ABL assumes no responsibility for making connections. ABL will not be responsible for errors or omissions either in timetables or other published schedules.

### 2. Cancellations

- ① ABL may, without notice, substitute alternate carrier or aircraft.
- ② ABL may, without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket:

- (1) because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact;
- (2) because of any fact not to be foreseen, anticipated or predicted;
- (3) because of any government regulations order, demand or requirement; or
- (4) because of shortage of labor, fuel or facilities, or labor difficulties of ABL or others.

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

- ③ ABL may cancel the right or further right of carriage of the passenger and his baggage upon refusal of the passenger, after demand by ABL, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid, if any.

### 3. Lengthy Tarmac Delays at U.S Airports

ABL Contingency Plan for Lengthy Tarmac Delays required under 14 C.F.R.§ 259.4, which does not form any part of these Conditions of Carriage, shall apply at covered U.S.airports.

## **ARTICLE 11. (REFUNDS)**

### 1. General

Refund by ABL for an unused ticket will be made in accordance with the following conditions.

- ① Application for refund should be made during the period of validity of the and ABL will refuse refund when application therefor is made more than 30 days after expiration date of the ticket.-
- ② The person requesting refund for unused ticket must contact ABL or the original ticketing agent
- ③ Refund will be made to the person named on the ticket or any other person whom Carrier specially admits to be entitled to the refund. Refund of tickets issued against a commercial credit card will be made only to the commercial credit card account of the person to whom such credit card had been issued
- ④ If, at that time of application for refund, satisfactory evidence is submitted that a company purchased the ticket on behalf of its employee, or the travel agent had made refund to its client, ABL will refund directly to the employee's company or the travel agent, respectively
- ⑤ Refund made in accordance with this rule to a person named or designated in the document presented for refund will be a valid refund and ABL will not be liable to the true person for another refund.

### 2. Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will normally be made in the currency in which the fare was paid, or in lawful currency of Korea or of the country where the refund is made or in the currency of the country in which the ticket, in an amount equivalent to the amount due in the currency in which the fares were originally collected.

### 3. Involuntary Refund

1. .For the purpose of this paragraph, the term "Involuntary Refund" means any refund made because the passenger is prevented from using the carriage provided for in his/her ticket because of cancellation of flights, or inability of ABL to provide previously confirmed space, or substitution of a different type of equipment or class of service by ABL, or missed connections, or postponement or delay of flight, or

omission of scheduled stop, or refusal to carry under conditions prescribed in Article 8.

2. The amount of an involuntary refund will be as follows;

(1) The full amount of fare and/or charge paid by the passenger shall be refunded in case of entirely unused ticket.

(2) In the event that the flight is interrupted after commencement of travel at a point between the point of departure and the point of stopover or destination as specified in the passenger's ticket, the amount of fare and/or charges in effect on the date of flight between the interruption point and the point of stopover or destination shall be refunded.

4. Voluntary Refund

1. The term "Voluntary Refund", for the purpose of this paragraph, means any refund of a ticket other than "Involuntary Refund" as defined in paragraph 3 above.

2. The amount of a voluntary refund will be as follows;

(1) When no portion of the ticket has been used, the amount of refund will be the amount of the fare paid, less any applicable service charges or cancellation fees.

(2) When a portion of the trip has been made, the amount of refund will be the difference, if any, between the full amount of fare paid and the amount of fare and charges applicable between the points between which the ticket has been used, less any applicable service charges or cancellation fees.

5. Refund by ABL will be made in accordance with the refund regulation valid on the first issuing date. If there is an advanced notice by ABL, the refund regulation can be applied by advanced notice.

6. Refund Charge

1. Refund charge will be collected in the condition of the above ARTICLE 11 Paragraphs 1. , 2. , 4., and the amount will be collected as follows depending on the type of tickets at the time of cancellation.

2. When the ticket is refunded, refund charge will be automatically collected. However the following cases are exceptional.

(1) The refund due to the carrier's condition

(2) All the free ticket (FOC)

(3) The refund due to the changed way of the payment.

## **ARTICLE 12. (RESERVATION CANCELLATION BY PASSENGER AND NO-SHOW PENALTY)**

### **1. Reservation Cancellation by Passenger**

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

### **2. No-Show Penalty**

- ① When a passenger does not notify the ABL a cancellation by the scheduled departure time and fails to use his/her confirmed space, the ABL will collect a no-show penalty as aeparately stipulated by ABL
- ② If a passenger do not cancel the ticket segment before departure by their own reason, ABL is going to charge a refund penalty and also no-show penalty.

## **ARTICLE 13. (GROUND TRANSFER SERVICES)**

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

## **ARTICLE 14. (HOTEL ACCOMMODATIONS)**

### **1. Hotel Accommodations**

- ① Hotel expenses are not included in passenger fares.
- ② When requested by passengers, ABL may make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses, incurred by ABL or its representatives in arranging, or attempting to arrange for reservations will be chargeable to passengers

## 2. Arrangements made by ABL

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

## **ARTICLE 15. (ADMINISTRATIVE FORMALITIES)**

### 1. Compliance with Regulations

The passenger is responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which he transit. ABL shall not be liable for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements or instructions.

### 2. Passports and Visas

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

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

ABL is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to ABL because of passenger's failure to comply with this provision, the passenger shall indemnify ABL therefor.

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

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

### 3. Customs Inspection

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

### 4. Government Regulations

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

## **ARTICLE 16. (LIABILITY OF CARRIERS)**

### 1. Successive Carriers

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

### 2. Laws and Provisions Applicable

- ① Carriage hereunder is subject to the rules relating to liability and limitations established by the Convention as applicable to the carriage unless such carriage is not International Carriage to which the Convention applies.
- ② To the extent not in conflict with the provisions of Subparagraph ① above, all carriage and other services performed by ABL are subject to:
  - (1) Applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements,
  - (2) These Conditions of Carriage and applicable tariffs, regulations and timetables (but not the times of departure and arrival therein specified), which may be inspected at any of its offices and in any airport from which it operates regular services.
- ③ Carrier's name may be abbreviated in the ticket and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the Convention, the agreed stopping place are those places, except the place of departure and the place of destination, set forth in the ticket and any conjunction ticket issued therewith or shown in carrier's



timetables as scheduled stopping places on the passenger's route. A list giving the full name and its abbreviation of each carrier is set forth in applicable tariffs.

### 3. Scope of Liability

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

- ① ABL is not liable for any death, injury, delay, loss or claim of whatsoever nature (hereinafter in this Conditions of Carriage collectively referred to as "damage") arising out of or in connection with carriage or other services performed by ABL incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of ABL and any liability ABL has for damage will be reduced by any negligence on passenger's part which causes or contributes to the damage, except as otherwise provided in Subparagraph ④ (1), (2).
- ② Under no circumstances will ABL be liable for damage to unchecked baggage not attributable to the negligence of ABL. Assistance rendered to the passenger by ABL's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.
- ③ ABL is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond ABL's control.
- ④ With respect to carriage performed by ABL and with respect only to claims made by passenger of ABL or members of their families, but not with respect to any claim made by or on behalf of any other party :
  - (1) As to any claim arising out of death of or, wounding or other bodily injury to, a passenger within the meaning of the Convention, ABL shall not avail itself of any defense under Article 20 (1) of the Warsaw Convention, nor invoke the limitation of liability in Article 22 (1) of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed 100,000 SDRs.
  - (2) In the case of carriage subject to the Montreal Convention, as to any claim arising under Article 17 of the Convention, ABL shall not avail itself of any defense under Article 20(1) of the Convention with respect to that portion of such claim which does not exceed 113,100 SDRs(~27DEC2019) or 128,821SDRs(28DEC2019~).
  - (3) Except as otherwise provided in Subparagraphs (1) and (2) hereof, ABL reserves all defenses available under the Convention to any such claim. ABL also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

- (1) Neither the waiver of limits nor the waiver of defense shall be applicable in respect of claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) however asserted, such claims shall be subject to the limit in Article 22(1) and to defenses under Article 20(1) of the Convention.
- (2) The sum mentioned in terms of SDR in Subparagraph (1) above shall mean the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies applicable on the date of final judgment by the court, or, in case of other than judicial proceedings, according to the exchange rate of such currencies applicable on the date when the damages to be paid is agreed upon.
- ⑤ The foregoing waiver limitation of liability in Article 22(1) and waiver of defenses up to 113,100 SDRs(~27DEC2019) or 128,821SDRs(28DEC2019~) under Article 20(1) of the Convention, as set forth in Subparagraphs ④ (1) and ④ (2) respectively, shall not apply with respect to any claim made by or on behalf of any passenger or person who has willfully caused the death, wounding or other bodily injury of passenger. As to such claims, ABL reserves the right to assert all defenses available under the Convention and other applicable law.
- ⑥ In any event liability of ABL for delay of passenger shall not exceed the limitation set forth in the Convention.
- ⑦ Any liability for Checked and Unchecked Baggage
  - (1) Any liability of ABL is limited to 250 French Gold Francs (approximately USD 20.00) per kilogram in the case of Checked Baggage, and 5,000 French Gold Francs (approximately USD 400.00) for each passenger in the case of Unchecked Baggage or other property. The liability of ABL is limited to 1,131 SDRs(~27DEC2019) or 128,821SDRs(28DEC2019~) for checked and unchecked baggage where the Montreal Convention applies to your journey.
  - (2) If in the case of checked baggage a higher value is declared in advance and additional charges are paid pursuant to paragraph 9 of Article 9, the liability of ABL shall be limited to such higher declared value.
  - (3) In no case ABL's liability shall not exceed the amount of proven damage. All claims are subject to proof of actual loss suffered by the passenger.

- ⑧ In the event of delivery to the passenger of part but not all of his checked baggage, or in the event of damage of part but not all of such baggage, the liability of ABL with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.
- ⑨ ABL is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or the property of ABL shall indemnify ABL for all losses and expenses incurred by ABL as a result thereof.
- ⑩ ABL is not liable for loss, damage to, or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passenger's checked baggage. For such carriage on a journey to, from or with an agreed stopping place in the United States of America, ABL reserves the right to refuse to accept such items but once accepted by ABL, such items shall be subject to the terms of the Convention.
- ⑪ ABL may refuse to accept any articles which do not constitute baggage as such term is defined herein, but if delivered to and received by ABL, such article shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of ABL.
- ⑫ When ABL issues a ticket or checks baggage for carriage over the lines of another carrier, ABL does so only as agent of such carrier. ABL shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked baggage, not occurring on its own line; and ABL shall not be liable for the loss, damage or delay of checked baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against ABL, when ABL is the first carrier or the last carrier under the agreement to carry.
- ⑬ ABL shall not be liable in any event for indirect, consequential, special or any other form of non-compensatory damage arising from carriage subject to these Conditions of Carriage and applicable tariffs.
- ⑭ Any exclusion or limitation of liability of ABL under these Conditions of Carriage and applicable tariffs shall apply to agents, servants or representatives of ABL acting within the scope of their employment and also to any person whose aircraft is used by ABL for carriage and his agent, servants or representatives acting within the scope of their employment.

#### 4. Reasons for Claims or Actions

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

### **ARTICLE 17. (TIME LIMITATIONS ON CLAIMS AND ACTIONS)**

#### 1. Time Limitation on Claims

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

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

#### 2. Time Limitation on Actions

Any right to damage against ABL shall be extinguished if an action is not brought within 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

### **ARTICLE 18. (OVERRIDING LAW)**

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

**ARTICLE 19 (MODIFICATION AND WAIVER)**

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

**ARTICLE 20 (ORIGINAL COPY OF CONDITIONS OF CARRIAGE)**

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

Name of Carrier: AIRBUSAN AIRLINES INC.

Abbreviation of Name: ABL