

**PT. GARUDA INDONESIA
GENERAL CONDITIONS OF CARRIAGE
(PASSENGER AND BAGGAGE)**

ARTICLE 1 – WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these conditions, please note that:

“We”, “our” “ourselves” and “us” means PT Garuda Indonesia (Persero) Tbk.

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”.)

AGREED STOPPING PLACES for the purposes of the Convention and of these Conditions, (which may be altered by us in accordance with Article 9) means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

AIRLINE DESIGNATOR CODE means the two characters or three letters which identify particular air carriers.

AUTHORISED AGENT means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation over our services and when authorized, over the services of other air carriers.

BAGGAGE means your personal property, articles and effects as are necessary or appropriate for wear, use, comfort or convenience in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

BAGGAGE CHECK means those portions of the Ticket which relate to carriage of your Checked Baggage.

BAGGAGE IDENTIFICATION TAG means a document issued solely for identification of Checked Baggage, which contains the baggage identification tag number, flight number and date of flight, name of airport of origin and airport of destination and weight of the baggage.

CARRIAGE means carriage of passenger and/or baggage by air, gratuitously or for reward, including transportation services incidental thereto.

CARRIER means an air carrier other than ourselves whose airline designator code appears on your ticket or on a Conjunction Ticket.

CARRIER’S REGULATION means any rules, other than these Condition of Carriage, published by carrier and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

CHECKED BAGGAGE means your baggage that you do not take into the cabin with you and which is handed over to us for carriage by us in the same aircraft as you.

CHECK-IN CHANNEL means facility and alternative for check-in provided by us, such as; Airport check-in, City check-in, Mobile check-in, Web check-in and Phone check-in.

CHECK-IN TIME LIMIT means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

CITY CHECK-IN means an additional facility and alternative check-in provided by us for you to be able to check-in through Garuda Indonesia Sales Office within 48 (forty eight) and up to 4 (four) hours before the flight.

CONDITIONS OF CARRIAGE means all terms and conditions stated in these Conditions of Carriage.

CONDITIONS OF CONTRACT means those statements contained in or delivered with your Ticket or itinerary/receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

CONTACT CENTER means a place provided by us for the purpose of Passengers making bookings by phone (021 2351 9999) or (0 804 1 807 807) and to access information about us.

CONJUNCTION TICKET means a Ticket issued to you in relation to another ticket which together constitute a single contract of carriage.

CONVENTION means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention); or
- the Warsaw Convention as amended at The Hague on 28 September 1955; or
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975); or
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975); or
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); or
- the Guadalajara Supplementary Convention, signed at Guadalajara, 19 September 1961; or
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (hereinafter referred to as the Montreal Convention).

COUPON means either a paper Flight Coupon or an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

DAMAGE includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services incidental thereto and performed by us.

DAYS means a full calendar days, including all 7 (seven) days of the week; provided that for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for the purposes of determining the duration of validity of a Ticket, the day upon which the Ticket is issued or the flight commenced, shall not be counted.

DENIED BOARDING means a condition where passenger who has a confirmed seat and/or a valid ticket and at the stipulated time passenger cannot be carriage or has been refused entry to board for the reasons of the insufficient aircraft capacity.

DOMESTIC FLIGHTS means commercial air transport activities from one airport to another in the territory of the Republic of Indonesia.

INTERNATIONAL FLIGHTS means commercial air transport activities from one airport in the country to other airports outside the territory of the Republic of Indonesia, and *vice versa*.

ELECTRONIC COUPON means an electronic flight coupon or other document of value held in our database.

ELECTRONIC TICKET means the itinerary/receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

FLIGHT COUPON means that portion of the Ticket that bears the notation “*good for passage*”, or, in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

FORCE MAJEURE means unusual and unforeseeable circumstances beyond our control, the consequences of which could not be avoided even if all due care has been exercised.

ILL PASSENGER means a passenger who is not included in the definition of sick people suffering from infectious diseases in accordance with the prevailing law.

INCAPACITATED PASSENGER means a passenger whom his/her physical, medical or mental condition requires individual attention (on enplaning and deplaning; during flight; or in an emergency evacuation during ground handling) which is normally not extended to other passengers.

ITINERARY/RECEIPT means the document issued by us or on our behalf to Passengers travelling on Electronic Tickets, contains the Passenger’s name, flight information, booking number, Condition of Contract and notices.

MENTAL/PHYSICAL STATE means the physical or mental health condition of a Passenger which may cause disruption to the comfort or safety of him/her or the other passengers. This includes conditions due to impairment from alcohol or drugs and others which may create a risk to him/herself or, other passengers, the crew or property (aircraft).

MISCONNECTING FLIGHT means a condition where Passenger has missed his/her next flight due to a delay or cancellation of the previous flight and where both flights are stated on one ticket (not on separate tickets).

MOBILE CHECK-IN means an additional facility and alternative check-in provided by us for you to be able to check-in online via your mobile browser via URL: m.garuda-indonesia.com within 24 (twenty four) hours and up to 4 (four) hours before the flight.

PASSENGER(S) means any person, except a member of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also the definitions of “you”, “your” and “yourself”).

PASSENGER NAME RECORD (PNR) means the document which contains the itinerary for a passenger or a group of passengers travelling together.

PASSENGER COUPON or **PASSENGER RECEIPT** means that portion of the Ticket issued by us or on our behalf which is so marked and which ultimately is to be retained by you.

PHONE CHECK IN means an additional facility and alternative check-in that only available for Domestic Flight only, provided by us for you to be able to check-in by your phone to us

within 24 (twenty four) hours and up to 4 (four) hours before the flight. You must report to our Check in counter at latest 45 (forty five) minutes to receive a boarding pass, otherwise your Phone Check-in is no longer valid.

RESERVATION is the equivalent to the term “booking” and means the allotment in advance of seating or for passengers or of space or weight capacity for baggage.

SPECIAL DRAWING RIGHTS (SDRs) are in an international unit of account, defined by the International Monetary Fund, based upon the values of several leading currencies. The currency values of Special Drawing Rights fluctuate and are re-calculated each banking day. These values are known to most commercial bankers and are reported regularly in the leading financial journals.

STOPOVERS means scheduled stops on your journey for 24 (twenty four) hours or more (International Flights) and 12 (twelve) hours or more (Domestic Flights) at a point between the first place of departure and the last place of destination. Stopovers may be permitted at agreed stopping places only if arranged with us in advance and provided for in the ticket, and are subject to government requirements, our regulations and timetables. Additional charges for stopovers will be payable as provided in our regulations.

TARIFF means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

TICKET means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Condition of Contract, notices and Coupons.

TRANSFER means the process by which a passenger layovers at an airport in a certain period of time to continue the flight to the destination airport by airplane and/or with different flight numbers.

TRANSIT means the flight from the origin airport to the destination airport on the same aircraft under the same flight number via the transit airport where some passengers are disembarking and where some other passengers are joining the flight.

UNCHECKED BAGGAGE means any of your Baggage other than Checked Baggage.

WEB CHECK IN means an additional facility and alternative check-in provided by us for you to be able to check-in online via website within 24 (twenty four) hours and up to 4 (four) hours before the flight.

WEBSITE means the internet site www.garuda-indonesia.com provided by us for the purpose of Passengers making online bookings and to access information about us.

Captions: The title or caption of each Article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.

ARTICLE 2 – APPLICABILITY

2.1 GENERAL

Except as provided in Articles 2.2, 2.4 and 2.5, our Conditions of Carriage apply to all flights or flight segments, in respect of which we have a legal liability to you.

2.2 CHARTER OPERATIONS AND/OR NON-SCHEDULED COMMERCIAL AIR TRANSPORT (*ANGKUTAN UDARA NIAGA NON-BERJADWAL*)

If carriage is performed pursuant to a charter and/or non-scheduled commercial air transport agreement, these Conditions of Carriage apply only to the extent they are incorporated, by reference or otherwise, in the charter agreement and/or non-scheduled commercial air transport or the Ticket, in accordance with applicable laws of aviation.

2.3 CODE SHARE

On some services we may have arrangements with other carriers known as “Code Shares”. This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation, and the conditions of carriage of the operating carrier shall be applied.

2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or with applicable law, in which event such Tariffs or laws shall prevail. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention or Montreal Convention, unless such carriage is not “international carriage” as defined by Warsaw Convention or Montreal Convention as applicable. If any provisions of these Conditions of Carriage are invalid, under any applicable law, the other provisions shall nevertheless remain valid.

2.5 CONDITIONS OF CARRIAGE PREVAIL OVER REGULATIONS

1. Unless otherwise provided under in these Conditions of Carriage, in the event of any inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.
2. These Conditions of Carriage is subject to change without notice on the matter which has been or which has not been incorporated under these Conditions of Carriage. In the even there are some changes on these Conditions of Carriage, such changes shall not apply after the carriage hereunder has commenced.
3. The airline may issue the implementing regulation in order to have detail provision with respect to the relevant matter under these Conditions of Carriage.

2.6 LANGUAGE

The language of these Conditions of Carriage is English and Indonesian even though there may be translations of these Conditions of Carriage in other languages, English or Indonesian shall be the only languages used in the interpretation of these Conditions of Carriage. To the extent that there is any conflict in interpretation between the English and Indonesian versions of these Conditions of Carriage, the Indonesian version shall prevail.

ARTICLE 3 – TICKETS

3.1 GENERAL PROVISIONS

- 3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.
The Ticket constitutes prima facie evidence of the contract of carriage between the passenger named on the Ticket and us. We will provide carriage only to the passenger holding such Ticket, or holding, as proof of payment, any other document issued by us or an Authorized Agent. The Conditions of Contract

contained in the Ticket are a summary of some of the provisions of these Conditions of Carriage. The Ticket is and remains at all times the property of the issuing Carrier.

3.1.2 A ticket is not transferable.

3.1.3 Some tickets are sold at discounted fares, which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

If you have a Ticket, as described in Article 3.1.3, which is completely unused, and you are prevented from travelling due to Force Majeure provided that you promptly advise us and furnish evidence of such Force Majeure.

3.1.4 The Ticket remains at all times the property of the issuing carrier.

3.1.5 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or by our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.2 LOST AND MUTILATED TICKETS

3.2.1 In the case of loss or mutilation of an International Ticket (or part of it) by you or the non-presentation of a Ticket containing the Passenger Coupons and all unused Flight Coupon, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses up to the value of the original ticket which are necessarily and reasonably incurred by us or by another carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

3.2.2 In the case of loss or mutilation of a Domestic Ticket (or part of it) by you or the non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will proceed with the refund process, provided there is evidence, readily ascertainable at the time, that a ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket which are necessarily and reasonably incurred by us for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. We may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of us or our authorised agent.

3.2.3 Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

3.2.4 A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost, stolen or damaged.

3.2 PERIOD OF VALIDITY

- 3.2.1 The period of validity for tickets issued for normal one-way, round or circle trip fares shall be one year for International Flights from the date of commencement of the flight or, if no portion of the ticket is used, from the date of issue thereof, while for Domestic Flights, six months from the date of issue.
- 3.2.2 Where one or more portions of a ticket involves an excursion or other special fare having a shorter period of ticket validity than that indicated above, such shorter period of validity shall apply only in respect of such excursion or special fare transportation.
- 3.2.3 The period of validity of any new ticket issued for the revised routing will be limited to the expiry date that would have been applicable had the new ticket been issued on the date of sale of the original ticket.
- 3.2.4 Travel under each coupon, whether related to a normal or special fare, must be scheduled to commence before midnight local time at the airport of departure [or] the date of expiry shown on such coupon.
- 3.2.5 When you are prevented from travelling within the period of validity of the Ticket because at the time you requested a reservation we were unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.
- 3.2.6 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining on the Ticket, or, in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of the Tickets of other members of your immediate family accompanying you.
- 3.2.7 If you are prevented from travelling within the period of validity of the ticket because we: cancel the flight on which the passenger holds a reservation; or omit a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or fail to operate a flight reasonably according to schedule; or cause the passenger to miss a connection; or substitute a different class of service; or are unable to provide previously confirmed space, the validity of such Ticket could be extended until the first flight on which space is available in the class of service for which the fare has been paid, unless the terms and conditions that apply in the event of irregularities occurring allow us to offer you a full refund for your tickets.
- 3.2.8 In the event of the death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of a Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than 45 (forty five) Days from the date of the death.

3.3 IDENTITY

We will provide carriage only to the Passenger named on a Ticket (or holding, as proof of payment or part payment, any other document) issued by us or our Authorised Agent. You will be required to produce appropriate identification at check-in to prove you are the Passenger named in the Ticket before we allow you to board our flight.

3.4 COUPON SEQUENCE AND USE

- 3.4.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in sequence provided in the Ticket.
- 3.4.2 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as possible and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.
- 3.4.3 Should you change your method of transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will not refund you the difference if the new price is lower and your unused Coupons shall no longer valid and has no value.
- 3.4.4 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example, if you do not fly the first segment) or reversing the direction of your travel, can result in an increase in price. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed only upon payment of an additional fee.
- 3.4.5 Each Flight Coupon contained in your Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved subject to our Tariff and the availability of space on the flight requested.
- 3.4.6 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

3.5 REDEMPTION OF TICKET (MILEAGE)

Redemption of ticket (the exchange of mileage from Garuda Miles membership only) is the exchange of mileage point from mileage collecting of Garuda Miles membership. In order to redeem the ticket, the Passengers could prior make a reservation thru contact center and or our ticket selling office with terms and conditions apply.

Member of Garuda Miles can receive mileage from their flight with our Carrier and also from their flight with other carrier that having an agreement with us. Members of frequent flyer of other carrier that having an agreement with us will also receive mileage from their carriage with us.

3.6 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket:

- Our Head Office address is Garuda PT Garuda Indonesia (Persero) Tbk., Jalan Kebon Sirih No. 44 Jakarta 10110, Indonesia.
- Our Management Office address is PT Garuda Indonesia (Persero) Tbk., Management Building, Garuda City Center, Jalan M1, Soekarno-Hatta International Airport, Cengkareng 19120, Tangerang, Indonesia P.O. BOX 1004.

ARTICLE 4 – FARES, TAXES, FEES AND CHARGES

4.1 FARES

Fares apply only for carriage from the origin airport to the destination airport, unless otherwise expressly stated. Fares do not include ground transport to or from either airport. Your fare will be calculated in accordance with the Tariff in effect on the date of payment of your ticket and will be based on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may affect the fare to be paid. We are not liable for acts or omissions of any operator of ground transport services and shall not be liable therefore for anything done by our employees or agents in assisting a passenger to avail of such services. In cases where we provide ground transport services, these Conditions of Carriage shall be deemed applicable to such services and any additional charges payable for the use of such services in accordance with our regulations shall not be refundable if such services are not used by the passenger.

4.2 APPLICABLE FARES

Applicable fares for carriage governed by these Conditions are those published by or on behalf of us or, if not so published, constructed in accordance with our regulations. Subject to government requirements and our regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt. When the amount that has been collected is not the applicable fare the difference shall be paid by the passenger or, as the case may be, refunded by us, in accordance with our regulations.

Applicable fares are fares published by or on behalf of us or constructed in accordance with our regulations for specific routes on specific dates. Subject to government requirements and our regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket.

4.3 INFANTS

The fees for infants between 7 (seven) days old to under the age of two years (24 months) old (on the date of travel) are provided for in the Fee Schedule. An infant may travel provided he/she sits on an adult's lap. Only one (1) infant is allowed per one (1) adult. No perambulators are allowed on board the aircraft. The maximum number of infants onboard is 10% of the seating capacity and seating is assigned by us.

4.4 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by a government or other authority or by the operator of an airport shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issue. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed after Ticket issue, you will be obliged to pay it. However, in the event that any taxes, fees or charges which you have paid to us at the time of Ticket issue are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.5 ROUTES

Unless otherwise provided in our regulations, fares apply only to published routes. If there is more than one possible route at the same fare, the passenger may select the

route prior to issue of the ticket. If no route is selected, we reserve the right to determine the route.

4.6 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent at or before the time payment is made (for example, because the local currency could not be accepted). We may, at our discretion, accept payment in another currency at an exchange rate which is in accordance with our Government Regulation.

4.7 ACCURACY

All fares, prices, flight schedules, routes published and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice.

4.8 OTHER CHARGES

We are not liable for acts or omissions of any operator of ground transport services and shall not be liable therefore for anything done by our employees or agents in assisting a passenger to avail of such services. In cases where we provide ground transport services, these Conditions of Carriage shall be deemed applicable to such services and any additional charges payable for the use of such services in accordance with our regulations shall not be refundable if such services are not used by the passenger.

ARTICLE 5 – RESERVATION

5.1 RESERVATION REQUIREMENTS

- 5.1.1 We or our Authorised Agent will record your reservation(s) and on request we will provide you with written confirmation of them.
- 5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.
- 5.1.3 You recognise that personal data must be provided including, but not limited to, your full name, address/hotel, personal mobile phone number and email. This is for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures. We may make available such data to government agencies, in connection with your travel.
- 5.1.4 We are not liable for any claim and/or damage caused by incorrect personal data you have given to us.

5.2 CONFIRMATION OF BOOKING

The booking of a Seat is confirmed after full payment of the fare is received by the Carrier.

5.3 FLIGHT CHANGE

Once a booking reference has been issued, flight changes are subject to the following terms:

Inside of twenty four (24) hours prior to the scheduled flight departure time, no changes are allowed. The charges for flight change outside of twenty four (24) hours prior to the scheduled flight departure time are provided for in the Fee Schedule, subject to the following conditions:

- a. If a lower fare is available, the difference in fares will not be refunded to the passenger;

- b. If the new flight booked is in a higher fare class than that of the cancelled booked flight, the difference in fares shall be paid by the passenger before the cancellation or change can be made;
- c. The change is not confirmed until we issue you a new Itinerary and/or booking reference.
- d. Changes on route(s) are not allowed.
- e. Correction to the name on the Ticket to be adjusted as per your valid ID card or travel document may be allowed without you having to pay an additional charge, unless the misspelling is more than 3 (three) letters.

The process of the flight change could be conducted in our ticketing office or our Authorized Agent or our contact center by yourself with the requirement to provide us some information such as; name of Passenger in ticket, number of ticket, active phone number.

5.4 PAYMENT

Fares must be paid in full when a booking is made. In the event that the fare has not been paid in full for any reason whatsoever when a booking is confirmed, we reserve the right to cancel the booking prior to check-in and/or to disallow you from boarding the aircraft. Please note that the credit card used to purchase your Ticket is required to be presented at time of check-in by the cardholder for verification at check-in. In the event Passengers fail to comply with this provision, we reserve the right to deny boarding and cancel the Ticket(s) and contract of carriage.

If you have not paid for the ticket prior to the specified time limit, as advised by us or by our Authorised Agent, we may cancel your reservation.

5.5 PERSONAL DATA

Personal data is given to us (including but not limited to your full name, address/hotel, personal mobile phone number and email) for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services and facilitating immigration and entry procedures may be made available to the authorised government agencies, who may share such personal data with other government agencies. This is beyond our control. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services. We are not liable for any claims and/or damages caused by any incorrect personal data you have given us during your reservation process and/or for the purposes mentioned above. We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.

5.6 SEATING

- 5.6.1 We will endeavour to honour advance seating requests. However, we cannot guarantee any particular seat;
- 5.6.2 You must use the seat number allocated to you on your boarding pass. We may reserve the right to assign or reassign seats at any time, even after boarding of the aircraft, due to operational, safety or security reasons;
- 5.6.3 In the case of a passenger who has a pre-stated disability, we will provide seating accommodation in accordance with applicable, internal and external laws and regulations.
- 5.6.4 This may be necessary for operational, safety, government regulatory, health or security reasons. In the case of a passenger who self-identifies as having a disability, we cannot allow them to sit near an emergency exit but we will provide seating accommodation in accordance with applicable law.

5.7 RECONFIRMATION

5.5.1 Reconfirmation is not required on our flights, unless you change or cancel your flight route or schedule.

5.5.2 You should check the reconfirmation requirements of all other Carriers involved in your journey and reconfirm as necessary. Carrier codes are given for each flight on your Ticket.

5.8 CANCELLATION OF ONWARD RESERVATIONS

5.8.1 If you do not show up for your booking and fail to advise us, we will cancel or request cancellation of any onward or return reservation.

5.8.2 If you book all your flights on one ticket, you are protected if any of the flights are delayed or cancelled. The carrier(s) concerned are contracted to get passengers to the final destination on the ticket. However, with separate tickets, passengers do not have that protection, therefore you assume all the risk.

5.8.3 In the case where your connecting flight is with a different airline, we are not responsible for your connecting flight cost if you buy the tickets separately.

5.9 ADVANCE ARRANGEMENTS

Passengers with a disability, permanent or temporary reduction in mobility and unaccompanied minors, should contact us at least 48 (forty eight) hours in advance with details of any assistance required and with details on any required carriage of mobility aids. Where such notification is received less than 48 (forty eight) hours prior to the scheduled time of departure, we will make all reasonable efforts to provide assistance.

We reserve the right not to carry unaccompanied children, infant, pregnant women or Passengers with illnesses if travel arrangements for them have not been made prior to check-in.

Passengers hereby agree to comply with all terms and conditions in regards to advance arrangements for disability and other passengers requiring special assistance.

Subject to availability, you may pay a fee for an Advance Seat Request (ASR) prior to the scheduled time of departure. Please refer to our Fee Schedule for the fee for an ASR. Where an ASR is purchased, we reserve our right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons. We do not guarantee any specific seat reassignments, whether for an aisle, window, exit row, or other type of seat. We will, however, make reasonable efforts to honour paid seat assignments.

If at any time after successfully purchasing an ASR and our schedules are changed, terminated, delayed or merged due to circumstances which we reasonably consider to be beyond our control or for commercial reasons or reasons of safety, we shall at our option, either:

- a. Carry you on the same ASR on the next available flight; or
- b. Carry you on an ASR of equivalent value on the next available flight; or
- c. Carry you on any randomly assigned seat on the next available flight whereby we will then refund you the ASR payment.

The options outlined in this article are the sole and exclusive remedies available to you and we shall have no further liability to you.

5.10 STOPOVERS

Stopovers may be permitted at Agreed Stopping Places subject to government requirements and our Carrier's Regulations.

ARTICLE 6 – CHECK-IN, BOARDING AND OTHER REQUIREMENTS OF CARRIAGE

- 6.1** Our check-in counters for Domestic Flight are open two (2) hours before the scheduled flight departure time; while our check-in counters for International Flight are open 3 (three) hours before the scheduled flight departure time. Our check-in counters are closed 30 (thirty) minutes for Domestic Flight and 45 (forty five) minutes for International Flight before the scheduled flight departure time.
- 6.2** We have the right to cancel your flight if you do not comply with the Check-in time limit indicated and not to allow you to travel less than 30 (thirty) for Domestic Flight and 45 (forty five) minutes for International Flight before flights. We or our Authorised Agents will advise you of the Check-in time limit for your flight with us. Check-in time limits may vary at different airports and your journey will be smoother if you allow yourself sufficient time to check-in.
- 6.3** You must be present at the boarding gate not later than the time specified in boarding pass by us when you check-in. In order to maintain the schedule, the boarding gate will be closed ten (10) minutes before departure time. If you fail to arrive at the boarding gate in time or if you fail to present satisfactory travel documents you will be considered a No-Show Passenger and we will remove your baggage from the aircraft and remove your name from the manifest.
- 6.4** If you fail to check in on time or fail to board the aircraft by the time the aircraft departs, the fare you paid will not be refunded to you for any reason whatsoever. We also may cancel your reserved seat if you fail to arrive at the boarding gate in time. You may access our check-in facilities, such as City Check-In, Phone Check-in and Web or Mobile Check-In with the terms and conditions apply.
- 6.5** We will not delay the departure of our flight if you do not check-in or board the aircraft in time and we will not be liable for any loss or expense you suffer if you fail to meet check-in time limit, fail to present yourself for check-in on time or fail to be at the boarding gate on time. In any event, without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check in without any liability to you and without having to refund to you any fare paid if:
- a. you attempt to check in less than thirty (30) minutes before your scheduled flight departure time;
 - b. you fail to have proper identification or fail to identify yourself to our staff;
 - c. you fail to have the proper documents, permits, visa, necessary for travel to a particular place or country;
 - d. you have not fully paid any fare or other fees or charges due to us;
 - e. you have been violent towards our staff or caused disturbance at our counter or have abused our staff, whether physically or verbally;
 - f. the Government or other authorities prohibit your checking in or boarding the aircraft;
 - g. in our judgement you are not fit to travel due to drunkenness or any obvious adverse medical condition.
 - h. in our judgment, you are not medically fit to travel or your medical condition poses or could pose a danger or threat to the health of other passengers.
- 6.6** If we are unable to provide a previously confirmed space, we shall at your option either:

- a. carry you on another of our services on which space is available without additional charge; or
 - b. if you choose not to travel on another of our services, we will refund your Ticket.
- 6.7 Compliance:** You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries flown from, into or over and compliance with our Condition of Carriage, notices and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, notices, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, notices, requirements or instructions.
- 6.8 Travel Documents:** Prior to travel, you are responsible for obtaining and must possess and have available for presentation as required by the relevant authorities, all entry and exit, health and other documents required by law, regulations, order, demands or requirements of the countries flown from, into or over. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.
- 6.9 Refusal of Entry:** If you are denied entry into any country, you will be responsible to pay the applicable fare and/or penalties or fines whenever we, on order of any Government or immigration authority, are required to return you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or destination. In such circumstances we will not refund the fare collected for carriage to the point of refusal or denied entry to you.
- 6.10 Passenger Responsible for Fines, Detention Costs, etc.:** If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries flown from, into or over or to produce the required documents, you shall on demand reimburse to us any amount so paid or expenditure so incurred or to be paid. We may use towards such payment or expenditure the value of any carriage unused by you, or any funds due to you in our possession.
- 6.11 Customs Inspection:** If required, you shall attend inspection of your Baggage by customs or other government officials. We shall not be liable to you for any loss or damage suffered by you through failure to comply with this requirement.
- 6.12 Security Inspection:** You must allow us, government officials, airport officials, or other carriers to carry out security screening of you and your Baggage. We are not liable to you for any damage suffered by you in the course of such security checks or through your failure to comply with this requirement unless caused by our gross negligence.
- 6.13 Passenger Inspection:** We are not liable if it is determined that applicable law, government regulation, demand, order or requirement requires that we refuse to carry you. You will be responsible to pay any fine or charge imposed against us by the authorised Government concerned and/or for any cost incurred by any legal issue caused by the passenger inspection made of you.
- 6.14** We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 7 – REFUSAL AND LIMITATION OF CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not after the date of such notice carry you on our flights. In this circumstance, you will be entitled to a refund. We may also refuse to carry you or your baggage if one or more of the following have occurred or we reasonably believe may occur:

- 7.1.1 Such action is necessary in order to comply with any applicable laws, regulations or orders of any State or country to be flown from, into or over;
- 7.1.2 You refuse our requests for, or requests to take copies of, information about yourself including information required by governments;
- 7.1.3 The carriage of you or your baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- 7.1.4 Your mental or physical state caused discomfort or you made yourself objectionable to other Passengers, for example; due to impairment from alcohol or drugs, presenting a hazard or risk to yourself, to passengers, to crew, or to property.
If there is a suspected abnormal situation regarding a passenger's health condition (physical/mental), medical approval from the health unit of the Carrier is required. Based on the assessment of the health workers medical escorts may be required, or the passenger may not be allowed to travel. This entire provision shall be subject to applicable laws and regulations.
- 7.1.5 You have made a hoax bomb, or other safety or security, threat;
- 7.1.6 You have committed a criminal offence during the check-in or boarding processes or on board the aircraft;
- 7.1.7 You have committed misconduct on a previous flight and there is a likelihood that such conduct may be repeated;
- 7.1.8 You have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security, including crews and/or Carrier's property;
- 7.1.9 You have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of our aircraft crew;
- 7.1.10 You have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the aircraft crew;
- 7.1.11 You have deliberately interfered with a member of the aircraft crew carrying out their duties;
- 7.1.12 You have refused to submit to a security check on yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate, or you fail a security profiling assessment or analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass;
- 7.1.13 You have not paid the applicable fare, taxes, fees or charges;
- 7.1.14 The Itinerary or booking is counterfeit or fraudulently obtained and the payment of your fare is fraudulent;
- 7.1.15 You do not appear to have valid travel documents, may be seeking to enter a country through which you may be in transit, or for which you do not have valid travel documents or you may destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, when so requested;
- 7.1.16 You present a ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, has been reported as

- being lost or stolen, or is a counterfeit, or you cannot prove that you are the person named on the Ticket;
- 7.1.17 You have failed to comply with the requirements set forth in Article 3.4 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or by our Authorised Agent, or the Ticket is mutilated;
- 7.1.18 The person checking in or boarding cannot prove that he is the person named as the passenger on the Ticket (we reserve the right to retain such Ticket in this circumstance);
- 7.1.19 If the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents.
- 7.1.20 You have previously committed one of the acts or omissions referred to above, and we have reason to believe that you may do so again.

7.2 SPECIAL ASSISTANCE

- 7.2.1 The carriage of unaccompanied children, infant, incapacitated persons, pregnant women, and ill people or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities whose requirements were advised and accepted at the time of booking, shall not subsequently be refused carriage on the basis of such disability or special requirements.
- 7.2.2 Acceptance for carriage of unaccompanied children or persons who are incapacitated by illness may be subject to prior arrangement and in accordance with Carrier's Regulation. For safety reasons, the total number of unaccompanied children and incapacitated (or disabled) persons cannot exceed 10% of the aircraft's capacity
- 7.2.3 Passengers with Special Needs/Reduced Mobility/Medical Condition:
- a. For safety reasons we can carry only a maximum of 4 (four) Passengers per flight who have *quadriplegia* or *paraplegia*, provided that we cannot carry more than 2 (two) Passengers with quadriplegia per flight. Under certain circumstances we may require the passenger to travel with a companion.
 - b. Passengers with illnesses or a medical condition are required to produce a medical certificate at check in confirming that they are fit to fly. For the safety of other passengers we reserve the right to deny boarding to passengers suffering from infectious, contagious or chronic diseases.
 - c. We may refuse to carry you if we are not completely satisfied that it is safe for you to fly. Before you make a booking you should tell us if you suffer from any illness, disease or other condition, which may make it unsafe for you or other Passengers if you fly.
 - d. Passengers with specific requirements requiring special assistance, incapacitated persons, and passengers with illnesses including those that may require administering or carrying medication/ syringes on-board are requested to contact our call center at least 48 (forty eight) hours before the scheduled flight departure date to make a prior arrangement with us for the type of special assistance required. Specifically, Passengers who need an oxygen tank and/or stretcher case are required to make a request via our call center at least 24 (twenty four) hours prior to their flight and must be accompanied by one paramedic. The Passenger will be responsible for the cost of arranging paramedic(s), oxygen tank, stretcher case and additional

seats if the passenger's illness is such that he/she needs to travel in a horizontal position. Failure to notify us within the above-mentioned period may result in the service being unavailable upon your arrival at the airport and you may be refused carriage. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and have been accepted by us, shall not be subsequently refused carriage on the basis of such disability or special requirements, however the Carrier's Regulations and/or government regulations may apply to the transportation of a Passenger with a disability. For health and safety reasons passengers with specific requirements must check-in at the airport.

- 7.2.4 Travel with a Companion: We may require that you travel with a companion at your cost if:
- a. In our reasonable assessment it is essential for safety;
 - b. You are unable to evacuate the aircraft without assistance; or
 - c. You have an impairment that prevents you from understanding safety advice.

When travelling with us, it is necessary for a child below 6 (six) years old to be accompanied by 1 (one) adult, who is fully responsible for the minor.

- 7.2.5 Pregnant Passengers: It is the duty of pregnant passengers to advise us of the progress of their pregnancy at the point of booking their Seat and at the check-in counter. Our carriage of pregnant passengers is subject to the following conditions:
- a. Pregnancy up to 34 (thirty four) weeks (inclusive): We require submission of a doctor's medical certificate which confirms the number of weeks of pregnancy and that the Passenger is fit to travel. The certificate shall be dated not more than thirty 30 (thirty) days from the date you are travelling. Pregnant Passengers must also sign a Limited Liability Statement.
 - b. Pregnancy 35 (thirty five) weeks and above: we will not accept you for carriage on our flight.

- 7.2.6 Infants 7 (seven) days and/or below: We reserve the right not to carry infants 7 (seven) days-old and/ or below. We may in our absolute discretion decide to carry such infants on our flights when such carriage is expressly sanctioned in writing by a medical practitioner and when the parent of the infant signs a Limited Liability Statement. For safety reasons, the number of infants that we can carry cannot exceed 10% of the aircraft capacity.

7.3 SPECIAL ASSISTANCE FOR PRISONERS

The carriage of prisoners and/or persons accompanied by authorised law enforcement officers is subject to prior arrangement with us and must be in accordance with applicable laws and regulations.

ARTICLE 8 - BAGGAGE

8.1 FREE BAGGAGE ALLOWANCE

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorised Agents.

8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us on request.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

- 8.3.1.1 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as: explosives, ammunition, compressed gases, corrosives, oxidizing, radio-active or magnetized materials, flammable liquids, gels or materials that are easily ignited, poisonous, offensive or irritating substances, liquids (other than liquids in the Passenger's Unchecked Baggage for use in the course of the journey), or those items specified in the International Civil Aviation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in the Carrier's Regulations (further information is available from Carrier on request). Should passengers refuse inspection, we have the right to refuse carriage of the Baggage;
- 8.3.1.2 Items whose carriage is prohibited by the applicable laws, regulations or orders of any State to be flown from, to or over;
- 8.3.1.3 Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe, or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available on request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes in order to be accepted as Cargo or Checked Baggage, must be unloaded, with the safety catch on, and suitably packed. The Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.1.1, applicable laws and regulations, and our regulations.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage at our discretion, but will not be permitted in the cabin of the aircraft. For such weapons to be accepted as Checked Baggage, they must be treated as security items based on the applicable laws and regulations.

8.3.4 You must not include the following in Checked Baggage, such as; money, jewellery, watches, precious gems/metals, computers/laptops, tablets, cameras or video equipment, mobile or any personal electronic devices, negotiable papers, securities or other valuables, passports and other identification documents, business documents, title deeds, samples, medicines or drugs, artefacts, manuscripts and the like.

8.3.5 If, despite being prohibited any items referred to in Articles 8.3.1, 8.3.2, 8.3.3 and 8.3.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items above the limits specified under the law applicable to your contract of carriage. We may require you to purchase insurance for the fragile and/or valuable items.

8.3.6 The carrier is exempt from claims for damages against the loss of valuable items belonging to the passengers that are stored in Checked Baggage, including but not limited to the provisions set forth in Article 8.3.4.

8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to Articles 8.3.2 and 8.3.3, we will refuse to carry as baggage the items described in Article 8.3, and we may refuse further carriage of any such items upon discovery.

- 8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content or character, or for safety or operational reasons, or in the interests of the comfort of other passengers. Information about unacceptable items is available upon request.
- 8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about suitable packing and containers is available upon request.

8.5 RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or X-ray of your Baggage. If you are not available, your Baggage may be searched in your absence to determine whether you are in possession of or whether your Baggage contains any item described in Article 8.3.1 or any firearms, ammunition or weapons which have not been presented to us in accordance with Article 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an X-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence. According to safety regulations, passengers are advised not to accept any packets from unknown passengers.

8.6 CHECKED BAGGAGE

- 8.6.1 Upon delivery to us of your Baggage for checking, we will take custody of it, and issue a Baggage Identification Tag for each piece of your Checked Baggage.
- 8.6.2 Checked Baggage must have your name or other personal identification affixed to it. It is your responsibility to ensure that your Baggage is adequate and correctly labelled for the purpose of identification. If your Baggage has no name, initials or other personal identification, you must affix such identification to the Baggage prior to acceptance.
- 8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decided for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.
- 8.6.4 We provide free 20kg Checked Baggage allowance. Any excess of 20kg will be subject to a charge at the rate on Fee Schedule and in the manner provided in the Carrier's Regulations, which you may find at our check-in counter.
- 8.6.5 There is no baggage allowance for infants not occupying a seat, although a pram/buggy will be carried free of charge.
- 8.6.6 Passengers may not use the unused Checked Baggage of other passengers unless travelling on the same Itinerary. Passengers booked in the same itinerary as another who does not travel may not transfer their unused Checked Baggage weight to the non-travelling passenger(s) in the same Itinerary.
- 8.6.7 Sporting equipment may be carried in the hold of the aircraft upon payment of the fee set out in the Fee Schedule and at your own risk. Accordingly, you are advised to purchase the necessary insurance for such items.
- 8.6.8 Passengers' baggage with no separate ticket or with ticket that have an agreement (code share) with our carrier can be through check-in process.

8.7 UNCHECKED BAGGAGE

- 8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage

compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

- 8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may be required to pay a separate charge for this service.
- 8.7.3 Passengers (except infants) are allowed two (2) items of baggage to be carried on board free of charge as Unchecked Baggage provided it complies with these terms and conditions. The items of Unchecked Baggage may be a combination of any two of the following: cabin bag or a laptop bag or a handbag. The cabin bag shall not exceed the dimensions of 58 cm x 46 cm x 23 cm and must not weigh more than 7 (seven) kg. Subject to the prevalent applicable local laws and security regulations passengers may take liquids on board in their Unchecked Baggage provided they meet the following restrictions:
- a. the liquid is in a container with a maximum volume of 100 ml;
 - b. that all liquid containers meeting the maximum volume of 100 ml each can be fitted comfortably into a transparent, re-sealable 1 litre plastic bag.
- The plastic bag should be presented separately at security. You may be required to dispose of liquids which do not meet the above requirements.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

- 8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your checked Baggage not be claimed within three months of the time it is made available, we may dispose of it without any liability on us.
- 8.8.2 The bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.
- 8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.
- 8.8.4 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

8.9 ANIMALS

We reserve the right, at our absolute discretion, to refuse to carry any animals. If only we agree to carry an animal they will be carried subject to the following conditions:

- 8.9.1 Apply only for Domestic Flight with flying time less than 2 (two) hours and without any transit.
- 8.9.2 You must ensure that animals such as dogs, cats, household birds and other pets are properly crated (or carried in a container complying with any applicable legal requirements) and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.
- 8.9.3 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

- 8.9.4 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.
- 8.9.5 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of the animal which we have agreed to carry, unless we have been negligent.
- 8.9.6 We 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, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed on or incurred by us as a result.

8.10 ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL

We will not be responsible for or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations.

ARTICLE 9 – SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1 SCHEDULES

- 9.1.1 Your flight schedule is as stated on your flight ticket. We undertake to use our best efforts to carry you and your baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. Although we will endeavour to adhere to published schedules in effect on the date of travel, we do not guarantee that your flight will depart and arrive at the times set forth in our timetables and schedules. Times shown in timetables, schedules or elsewhere are subject to change at any time and from time to time without notice. Our timetables and published schedules shall form no part of your contract with us. We shall not be liable in any way whatsoever for errors or omissions in timetables or other publications of schedules or representations made by our employees, agents, or representatives as to the dates or times of departure or arrival or as to the operation of any flights. We reserve the right to alter the flight schedule due to force majeure, including but not limited to weather and technical operation as stipulated in applicable laws, and we are not responsible for damages that occur to you in terms of flight schedule changes due to weather and such technical operation;
- 9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternative acceptable flight, you will be entitled to a refund in accordance with Article 10.2.

9.2 CANCELLATION, REROUTING, DELAYS, ETC

- 9.2.1 We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative Carrier and/or aircraft.
- 9.2.2 Except as otherwise provided by the Convention or Regulation, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting

flight on which you hold a confirmed reservation, we may choose one of the following options, with due consideration to your reasonable interests:

- 9.2.2.1 Carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or
- 9.2.2.2 Within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another Carrier, or by means of surface transportation without additional charge. If the fare and charges for the revised routing are less than you paid, we shall refund the difference; or
- 9.2.2.3 Make a refund upon by your request;
- 9.2.3 When circumstances so require, Carrier may without notice cancel, terminate, divert, postpone or delay any flight, substitute a different type of aircraft, or omit a Stopover or destination point. In any of these conditions, Carrier shall carry, re-route or make a refund in accordance with the preceding paragraphs based on Article 10.2 and shall be under no further liability to the passenger.
- 9.2.4 Such circumstances may including, but not limited to because of any fact beyond our control (including, but not limited to Force Majeure such as meteorological conditions, acts of God, airport closed or dysfunctional runway, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirements directly or indirectly relating to such fact; because of any fact not to be foreseen, anticipated or predicted; applicable Laws and shortage of labour, fuel or facilities or labour problems of us or others.
- 9.2.5 Domestic Flight (only): If a Carrier delay the flight by the reason of management airline only (*unless by reason of force majeure*), Carrier shall compensate a Delay Compensation to Passenger subject to be defined by law in accordance with Ministry of Transportation Regulation of Indonesian Republic Number 89 Year 2015 ("PM 89/2015) regarding Delay Management, as follows:
 - a. Delay for period of 31 minutes to 60 minutes: Carrier shall provide drinks and snack box.
 - b. Delay for period of 61 minutes to 120 minutes: Carrier shall provide drinks and snack box. Passenger also has an option only by request for refund the tickets or transferred to next flight of Carrier or other available Carrier (if any), in accordance to Article 9 and 10 of this Condition of Carriage;
 - c. Delay for period of 121 minutes - 180 minutes: Carrier shall provide drinks and heavy meals. Passenger also has an option only by request for refund the tickets or transferred to next flight of Carrier or other available Carrier (if any), in accordance to Article 9 and 10 of this Condition of Carriage;
 - d. Delay for period of 181 minutes - 240 minutes: Carrier shall provide drinks, snack box and heavy meals. Passenger also has an option only by request for refund the tickets or transferred to next flight of Carrier or other available Carrier (if any), in accordance to Article 9 and 10 of this Condition of Carriage;
 - e. Delay for period of more than 240 minutes: Carrier shall provide drinks, snack box and heavy meals. Passenger deserve a right to be compensated an amount of Rp. 300.000,- (Three Hundred Thousand Rupiah). Passenger also has an option only by request for refund the tickets or transferred to next flight of Carrier or other available Carrier (if any), in accordance to Article 9 and 10 of this Condition of Carriage;
 - f. Delay of more than 360 minutes (6 hours): Carrier shall provide drinks, snack box and heavy meals. Passenger also has an option only by request for refund the tickets or transferred to next flight of Carrier or other available

Carrier (if any), in accordance to Article 9 and 10 of this Condition of Carriage. Carrier shall also provide accommodation for Passenger.

9.3 DENIED BOARDING COMPENSATION

If we are unable to provide a previously confirmed seat, we shall provide compensation to affected Passengers in accordance with applicable law and our policy. A copy of our denied boarding compensation policy is available upon request.

ARTICLE 10 - REFUNDS

10.1 We will refund a Ticket or any unused portion of a Ticket, in accordance with the applicable fare rules or Tariff and Ministry of Transportation Regulation of Indonesian Republic Number PM 185 Year 2015 (“PM185/2015”) as amended from time to time, as follows:

- 10.1.1 Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named on the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.
- 10.1.2 If a ticket has been paid for by a person other than the Passenger named on the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the ticket, or to that person’s order account.
- 10.1.3 Except in the case of a lost Ticket, a refund will only be made on receipt of the Ticket and all unused Flight Coupons.

10.2 INVOLUNTARY REFUNDS

If we cancel a flight, fail to operate a flight reasonably according to Schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

- 10.2.1 If no portion of the Ticket has been used, an amount equal to the fare you have paid;
- 10.2.2 If a portion of the Ticket has been used, not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.
- 10.2.3 In the event of a force majeure event such as an Act of God, we will make a refund to you or the person who has paid for the Ticket in full; however, the refund is subject to deduction of 20% (twenty percent), being our administration fee.

10.3 VOLUNTARY REFUNDS

10.3.1 We will only consider refunds for reasons other than those listed in Article 10.2 if the Passenger named on the Ticket is not able to travel due to illness and is able to verify the illness with a doctor’s certificate or if a member of the passenger’s immediate family (father, mother, brother, sister) has passed away and the passenger is able to produce a death certificate.

10.3.2 If you are entitled to a refund of your ticket for reasons other than those set out in Article 10.2 and Article 10.3.1, the amount of the refund shall be:

10.3.1.1 International Flight

- a. If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
- b. If a portion of the Ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel

between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

10.3.1.2 Domestic Flight

In accordance with the applicable regulation PM185/2015, we will make refunds to you or the person who has paid for the Ticket or to that person's order in the percentage as set out in the following schedule:

≥ 72 hours before flight	75% (seventy five percent) of the base Tariff
48 - < 72 hours before flight	50% (fifty percent) of the base Tariff
24 - < 48 hours before flight	40% (forty percent) of the base Tariff
12 - < 24 hours before flight	30% (thirty percent) of the base Tariff
4 - < 12 hours before flight	20% (twenty percent) of the base Tariff
< 4 before flight	10% (ten percent) of the base Tariff

In regard to your request of refund ticket and you have paid the Passenger Service Charge (PSC) to us, should you have not used the airport service, you have a right to refund the PSC to us; however should you have used the airport service, the PSC will be transferred to the airport operator.

If the purchase of your Ticket was in cash, we will endeavour to make the refund within 15 (fifteen) business days following submission of the refund application. If you made the purchase by credit card or debit card, a refund will be given within 30 (thirty) business days following the submission of your application.

10.4 REFUND ON LOST TICKET

10.4.1 If you lose your ticket or a portion of it, on receipt of satisfactory proof of the loss and on payment of a reasonable administration charge, refund will be made as soon as possible after the expiry of the validity period of the ticket, on condition:

10.4.1.1 that the lost ticket or a portion of it has not been used, previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from our own negligence);

10.4.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to return to us the amount refunded in the event of fraud and/or to the extent that the lost ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

10.4.2 If we or our Authorised Agent lose the ticket or a portion of it, the loss shall be our or such Authorised Agent's responsibility.

10.5 RIGHT TO REFUSE REFUND

10.5.1 We may refuse a refund where application is made after the expiry of the refund period in accordance with our regulations:

- For a domestic ticket, we may refuse a refund when application is made later than 30 (thirty) Days after the expiry of the validity of the ticket; and

- For an international ticket, we may refuse a refund when application is later than one year after the expiry of the validity of the ticket.
- 10.5.2 We may refuse a refund on a ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another means of transport.

10.6 CURRENCY

All refunds will be subject to Government laws, rules and 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 provision, refunds will normally be made in the currency in which the Ticket was paid for but may be made in another currency in accordance with our regulations.

10.7 PARTY RESPONSIBLE FOR REFUND

Voluntary refunds will be made only by the Carrier that originally issued the Ticket or by our Authorised Agent.

ARTICLE 11 – CONDUCT ABOARD AIRCRAFT

11.1 UNACCEPTABLE CONDUCT ON BOARD THE AIRCRAFT

If in our reasonable opinion, you:

- a. conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board; or
- b. obstruct the crew in the performance of their duties; or
- c. fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, use of cellular/mobile telephones, or use any threatening, abusive or insulting words towards the crew; or
- d. behave in a manner to which other passengers may reasonably object; or
- e. behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew.

We may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraining you. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

11.2 GENERAL INDEMNITY AND DIVERSION

If as a result of your conduct as mentioned in Article 11.1 we decide, in exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, then you shall be liable for all costs which we incur of any nature whatsoever as a result of or arising out of that diversion and all losses suffered or incurred by our agents, employees, independent contractors, passengers and any third party in respect of death, injury, loss damage or delay to other passengers or to property, arising from your misconduct.

11.3 USE OF ELECTRONIC DEVICES

For safety or legal reasons, we may forbid or limit operation on board the aircraft of electronic equipment, including but not limited to cellular/mobile telephones, laptop/computers/tablets, portable recorders, portable radios, MP3/MP4, cassette and CD players, electronic games, laser products or transmitting devices, including radio-controlled toys and walkie-talkies. You must not use these items when we have informed you that they are not permitted to be used. If you do not comply, we can take

and retain such electronic devices until the termination of your flight or until such other time as we consider appropriate. Operation of hearing aids and heart pacemakers is permitted.

ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES

- 12.1** If we make arrangements for you with any third party to provide any additional services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.
- 12.2** If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us on request.

ARTICLE 13 – ADMINISTRATIVE FORMALITIES

- 13.1** You are 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 you transit.
You shall obtain a transit visa, if you have separate flight ticket and if you have connection flight that have no code share agreement with us.
You shall make a cross check in our website, whether or not require visa while transit in a destination country (comply with its country regulation of transit visa).
- 13.2** We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.
- 13.3** In regard to the compliance of your travel documents, please also refer to Article 6.7 to Article 6.14 of this Condition of Carriage.

ARTICLE 14 – SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket or a Conjunction Ticket is regarded as a single operation for the purpose of the Convention. However, your attention is drawn to Article 15.5.1.

ARTICLE 15 – LIABILITY FOR DAMAGE

15.1 APPLICABILITY

Our liability for the carriage of Passengers and Baggage Damage is governed by the Convention in the case of International carriage by air and by applicable national law in the case of Domestic carriage by air.

Our liability to Passenger is started since Passenger leaved the boarding room to the aircraft (on board) until Passenger entered the arrival terminal in destination airport. Our liability to Checked Baggage is started since we accept Passenger's Checked Baggage while check in until the Checked Baggage has been received by Passenger.

The liability of each Carrier involved in your journey will be determined by its own conditions of carriage. Our liability provisions are as follows:

15.2 DOMESTIC/NON-CONVENTION

Notice in Relation to Republic of Indonesia Law Number 1 of 2009 on Aviation and Ministerial Regulation PM77/2011 as amended from time to time: If your journey is for domestic carriage or carriage which is not international carriage for the purposes of the Convention, the provisions of the Republic of Indonesia's Law Number 1 of 2009 on Aviation (together with all implementing regulations) will be applicable to your carriage and may limit our liability for death, permanent disability or bodily injury, for loss of or damage to baggage, and for delay.

15.2.1 Our liability for damages sustained in the event of death, permanent disability or bodily injury suffered by a Passenger in the event of solely an accident or incident shall not be subject to any financial limit, be it defined by law, such as:

- a. Rp. 1.250.000.000,- (One Billions and Two Hundred Fifty Million Rupiah) for death suffered by a Passenger in the event of a solely accident;
- b. Rp. 500.000.000,- (Five Hundred Million Rupiah) for death suffered by a Passenger in the event of solely an accident or incident took place on board in aircraft or in the course of any of the operations of embarking or disembarking including transit;
- c. Rp. 1.250.000.000,- (One Billions and Two Hundred Fifty Million Rupiah) for total permanent disability suffered by a Passenger in the event of a solely accident or incident and stated by doctor in the period of minimum 60 (sixty) working days since the accident occurred.

Total permanent disability means the lost of both eyes (sightless) or the broken of two hands or legs, one hand or one leg in or above wrist or ankle or the lost of one eye and the broken of one hand or leg in or above wrist or ankle.

For partial disability suffered by a Passenger in the event of a solely accident or incident and stated by doctor in the period of minimum 60 (sixty) working days since the accident occurred, the liability shall refer to the Ministry of Transportation Regulation of Indonesia Republic Number 77 Year 2011 ("PM 77/2011") regarding The Liability of Air Transportation and its attachment regarding partial disability liability.

- d. Maximum limit of Rp. 200.000.000,- (Two Hundred Million Rupiah) for bodily injury suffered by a Passenger in the event of solely an accident or incident and shall need to be hospitalized, take to clinic or medical hall as patient or outpatient. The payment of this liability is based on actual medical treatment proof by medical receipts.

15.2.2 Checked Baggage: Our liability for damages of Checked Baggage shall not be subject to any financial limit, be it defined by law, such as:

- a. Rp. 200.000,- (Two Hundred Thousand Rupiah) per kilogram and maximum Rp. 4.000.000,- (Four Million Rupiah) in the event of loss of checked baggage or its goods or destroyed of checked baggage suffered by a Passenger;
- b. The damage to Checked Baggage liability suffered by a Passenger is provided based on type, form, size and brand of the Checked Baggage.
- c. Rp. 200.000,- (Two Hundred Thousand Rupiah) per day for a maximum three calendar Days in the event of delay in the carriage of Checked Baggage suffered by a Passenger.

15.2.3 Cargo (any baggage carried by us including animals and plants besides post, any goods for aircraft needs, check baggage and unchecked baggage or unknown baggage): Our liability for damages of Cargo to shipper shall not be subject to any financial limit, be it defined by law, such as:

- a. Rp. 100.000,- (One Hundred Thousand Rupiah) per kilogram in the event of loss or destroyed of cargo;
 - b. Rp. 50.000,- (Fifty Thousand) per kilogram in the event of partial or total damage to Cargo goods or Cargo;
 - c. If the shipper stated a special amount for their Cargo in the airway bill and we agree and accept the special amount and carried the Cargo, the liability of the Cargo shall be referred same with the special amount said in airway bill, if only the damage occurred.
- 15.2.4 Liability to Third Party** (any person or legal entity that have no connection directly with the operational of our aircraft based a contract, however might get an impact from our operational), such as:
- a. Rp.500.000.000,- (Five Hundred Million Rupiah for death suffered by third party in the event of the operations of embarking or disembarking, aircraft accident or object fallen from the flying aircraft;
 - b. Rp.750.000.000,- (Seven Hundred and Fifty Million Rupiah) for total permanent disability suffered by third party in the event of the operations of embarking or disembarking, aircraft accident or object fallen from the flying aircraft and stated by doctor in the period of minimum 60 (sixty) working days since the accident occurred.
For partial disability suffered by third party in the event of the operations of embarking or disembarking, aircraft accident or object fallen from the flying aircraft and stated by doctor in the period of minimum 60 (sixty) working days since the accident occurred, the liability shall refer to the Ministry of Transportation Regulation of Indonesia Republic Number 77 Year 2011 (“PM 77/2011”) regarding The Liability of Air Transportation and its attachment regarding partial disability liability.
 - c. Maximum limit of Rp. 100.000.000,- (One Hundred Million Rupiah) for bodily injury suffered by a Passenger in the event of solely an accident or incident and shall need to be hospitalized, take to clinic or medical hall as patient or outpatient. The payment of this liability is based on actual medical treatment proof by medical receipts.
 - d. The liability of damage for third party in regard to materials is provided based on actual loss with maximum, as follows:
 - Rp.50.000.000.000,- (Fifty Billions Rupiah) for the aircraft with maximum capacity of 30 (thirty) seats;
 - Rp.100.000.000.000,- (One Hundred Billions Rupiah) for the aircraft with capacity from more than 30 (thirty) to 70 (seventy) seats;
 - Rp.175.000.000.000,- (One Hundred and Seventy Five Billions Rupiah) for the aircraft with capacity from more than 70 (seventy) to 150 (one hundred fifty) seats;
 - Rp.250.000.000.000,- (Two Hundred and Fifty Billions Rupiah) for the aircraft with capacity more than 150 (one hundred fifty) to seats.
- 15.2.5** In accordance to the Ministry of Finance of Indonesian Republic Number 36&37/PMK.010/2008 date 26 February 2008, Government of Indonesia also provide the compensation thru Jasa Raharja Insurance for the damage of death, permanent disability and injury suffered by Passenger as a victims of land/sea/air transportation traffics accident. The amount of compensation are:
- a. Rp. 50.000.000,- (Fifty Millions Rupiah) for death suffered by a Passenger in the event of a solely accident;
 - b. Maximum limit of Rp. 50.000.000,- (Fifty Millions Rupiah) for total permanent disability suffered by a Passenger in the event of a solely accident;

- c. Maximum limit of Rp. 25.000.000,- (Twenty Five Millions Rupiah) for medical treatment suffered by a Passenger in the event of solely an accident.
- d. Rp. 2.000.000,- (Two Millions Rupiah) for Funeral expense (only if the passenger do not have any beneficiary).

15.3 INTERNATIONAL/CONVENTION

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Warsaw Convention or the Montreal Convention may be applicable to your journey and these Conventions govern and may limit our liability for death or bodily injury, for loss of or damage to baggage, and for delay.

15.3.1 Where the Warsaw Convention system applies, the following liability limits may apply:

- (i) 16,600 Special Drawing Rights (SDR's) for death or bodily injury suffered by a Passenger in the event of an accident, if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights, if only the Warsaw Convention applies. We have voluntarily waived these limits;
- (ii) 17 Special Drawing Rights (SDR's) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights for unchecked cabin baggage.
- (iii) We may also be liable for damage caused by delay.

**) Rates of SDR's will be subject to the applicable current rate on the date when the accident occurred.*

15.3.2 Where the Montreal Convention applies, the limits of liability are as follows:

- (i) Our liability for damages sustained in the event of death, or bodily injury suffered by a Passenger in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

For damages up to 113,100 Special Drawing Rights (SDR's), we cannot exclude or limit its liability except where there is contributory negligence. We shall not be liable for damages exceeding 113,100 Special Drawing Rights (SDR's), if it is proven that we were not negligent or at fault or such damages are solely attributable to the negligence or fault of third parties.

- (ii) In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights (SDR's) per passenger in most cases.
- (iii) For damage occasioned by delay to your journey, 4,694 Special Drawing Rights (SDR's) per passenger in most cases.

**) Rates of SDRs will be subject to the applicable current rate (on the date when the accident occurred)*

15.3.3 We shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures;

15.3.4 If we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger; we may be exonerated wholly or partly from our liability in accordance with applicable law;

15.3.5 We are not responsible for and may refuse to transport Passengers who are sick, except Passengers who are able to present a doctor's reference letter to the carrier stating that Passengers are allowed to be transported by air, and must be accompanied by a doctor or nurse who is responsible and able to assist you during the flight;

- 15.3.6 We are not responsible for damages suffered by passengers due to increased severity of illness or death due to illness or disability in the flight, when such incident was not caused by fault or negligence of the carrier or the people it employs or its agents, or such incident was solely caused by the fault or negligence of the passenger and/or of third parties.
- 15.3.7 Liability for loss of or damage to Unchecked Baggage and Checked Baggage:
- 15.3.7.1 We will not be liable for damage to unchecked Baggage unless such damage is caused by our negligence or that of our Authorised Agents, and can be accepted by the carrier or was found guilty according to a court decision that has had permanent legal force, then the compensation is set as high as real losses suffered by passengers.
- 15.3.7.2 Except in the case of an act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, our liability in the case of damage to checked Baggage shall be limited as provided by the Convention. This provides that, if in accordance with applicable law, different limits of liability are applicable, such different limits shall apply. If the weight of your checked Baggage is not recorded on the baggage check, it is presumed that the total weight of the checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned.
- 15.3.7.3 We are not liable for any damage caused by your Baggage. You shall be responsible for any damage caused by your Baggage to other persons or property, including our property.
- 15.3.7.4 We shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items and items having a special value.

15.4 GENERAL PROVISIONS

- 15.5.1 If we issue a ticket or if we conduct Check Baggage for carriage on another Carrier, we do so only as an agent for the other Carrier. Nevertheless, with respect to checked Baggage, you may make a claim against the first or last Carrier.
- 15.5.2 We shall not be liable for any damage arising from compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same.
- 15.5.3 Our liability shall not exceed the amount of proven damages. Furthermore, we shall not be liable for indirect or consequential damages.
- 15.5.4 We shall not be liable for injury to you or for damage to your Baggage caused by property contained in your Baggage. If any of your property causes injury to another person or damage to another person's property or to our property you shall indemnify us for all losses and expenses incurred by us as a result thereof.
- 15.5.5 If your age or mental or physical condition is such as to involve any hazard or risk to yourself, we shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- 15.5.6 Except as may be specially provided otherwise in these Conditions of Carriage any exclusions or limits of liability apply to our authorised agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from such authorised agents, employees, representatives and persons shall not exceed the amount limit of our own liability, if any.

- 15.5.7 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.
- 15.5.8 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

ARTICLE 16 – TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check without 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, unless you prove otherwise.

For International Flights: If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within 7 (seven) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within 21 (twenty one) Days from the date the Baggage has been placed at your disposal. Your Baggage will be considered lost if after 14 (fourteen) Days from the date the Baggage has been placed at your disposal, it is still not found. To claim the lost Baggage you must notify us in writing after the 14 (fourteen) Days has elapsed.

For Domestic Flights: If you wish to claim for damage of a Checked Baggage, you must submit at the time Checked Baggage are being taken by you. Claims for the delay or non-acceptance of Checked Baggage must be submitted at the time of Checked Baggage should be taken by you. Your Baggage will be considered lost if after 14 (fourteen) Days from the date the Baggage has been placed at your disposal, is still yet to be found. To claim the lost Baggage you must notify us in writing after the 14 (fourteen) Days has elapsed.

16.2 LIMITATION OF ACTIONS

Any right you may have for compensation for any damages shall be extinguished if an action is not brought against us within two (2) years 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. The method of calculating the period of limitation shall be determined by law of the court seized with jurisdiction to hear the matter.

ARTICLE 17 – MODIFICATION AND WAIVER

None of our agents, employees nor representatives has authority to alter, modify or waive any provisions of these Terms & Conditions.

ARTICLE 17 – OTHER CONDITIONS

Carriage of you and your Baggage are provided in accordance with other regulations and conditions which apply to or have been adopted by us. These important regulations and conditions vary from time to time, and concern, among other things:

- (i) The carriage of unaccompanied minors, pregnant women, disabled passengers and sick passengers;
- (ii) Restrictions on the use of electronic devices and items;
- (iii) The on-board consumption of alcoholic beverages.

Regulations concerning these matters are available from us on request.

Jakarta, 1 August 2016

PT Garuda Indonesia (Persero) Tbk.