

**CONDITIONS OF CARRIAGE**  
**-INTERNATIONAL PASSENGERS AND BAGGAGE-**

**国際運送約款**  
**<旅客及び手荷物>**

**Effective August 2nd, 2023**  
**2023年8月2日発効**

**Air Japan Co., Ltd.**  
**株式会社エアー・ジャパン**

Conditions of Carriage -International Passenger and Baggage-  
These conditions of carriage are effective as of August 2nd, 2023.

## **1. DEFINITIONS**

"Agreed Stopping Places" mean those places, other than the place of departure and the destination, set forth in a Ticket and/or any Conjunction Ticket issued in connection therewith as scheduled stopping places on the Passenger's route, or shown in Carrier's timetable.

"AJX" means Air Japan COMPANY, LTD.

"AJX's Regulations" means AJX's rules and regulations, other than these Conditions of Carriage, for International Carriage of Passengers and/or Baggage including, but not limited to, AJX's tables of fares, rates and charges, which can be found on AJX's official website.

"Applicable Laws" means such laws, cabinet orders and ministerial ordinances and other governmental regulations, rules, orders, demands or requirements of any state or country as will apply to Carriage of a Passenger and/or Baggage to be performed by AJX.

"Authorized Agent" means a passenger sales agent appointed by a Carrier to represent the Carrier in the sale of Carriage of Passengers over the services of the Carrier and, if authorized by the Carrier, over the services of any other Carrier.

"Baggage" means such articles, effects and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her travel. Unless otherwise specified, it includes both Checked and Unchecked Baggage of the Passenger.

"Unchecked Baggage" means any Baggage other than Checked Baggage.

"Checked Baggage" means Baggage of which a Carrier takes custody and for which the Carrier issues a Baggage Check and Baggage Identification Tag.

"Baggage Charge" means a charge payable by a Passenger for Carriage of his/her Baggage pursuant to AJX's Regulations.

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

"Carriage" means carriage of a Passenger and/or Baggage by air, gratuitous or for reward.

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

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

"Conjunction Ticket" means a Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single contract of Carriage.

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

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

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

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

"Warsaw Convention as amended at Hague in 1955" as amended by Additional Protocol No.2 of Montreal 1975, and

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

"Days" means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of determining the period of validity of a Ticket, the day upon which the Ticket is issued, or the flight is commenced, shall not be counted.

"Destination" means the ultimate stopping place under a contract of Carriage. In the case of a trip which returns to the place of departure, the Destination is the same as the place of departure.

"Ticket" means the document electronically issued by AJX or its Authorized Agent for Carriage of a Passenger and/or Baggage.

"Itinerary" means a document or documents forming a part of a Ticket which contains the information such as the Passenger's name, booking information, booking reference, Authentication Code, a portion of the conditions of a contract of Carriage and notices relating thereto.

"Boarding Pass" means a document that forms a part of a Ticket issued by AJX when check-in is completed and is required for boarding

"Authentication Code" means a reference number, a bar code or a QR code that can be found in a Ticket, an Itinerary, a receipt, and/or an electric device screen which evidences a Passenger's Ticket.

"Fare Including Ancillary Services" means a fare for which a Passenger is entitled to exercise his/her right to airfare, seat reservation, Carriage of Baggage and other matters on the terms and conditions set forth in these Conditions of Carriage and AJX's Regulations.

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

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

"Passenger" means any person, except crew members, carried or to be carried in an aircraft with the consent of a Carrier.

"SDR" mean Special Drawing Rights as defined by the International Monetary Fund. Conversion of the SDR sum into a national currency shall, in the case of judicial proceedings, be made at the exchange rate between the currency and SDR prevailing on the date of the final court hearing of such proceedings and, in any other case, at the exchange rate between the currency and SDR prevailing on the date on which the amount of the damages is finally fixed or on which the value of Baggage is declared.

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

## **2. APPLICATION OF CONDITIONS**

(A) General

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

(B) Agreement by Passenger

Passengers acknowledge and agree to these Conditions of Carriage, rules stipulated pursuant thereto, and AJX's Regulations in compliance therewith.

(C) Applicability

To the extent not in conflict with the Convention, these Conditions of Carriage shall apply to any Carriage of Passengers and/or Baggage and any service incidental thereto in connection with International and Domestic Carriage, each to be performed or provided by AJX at fares, rates and charges published in connection with these Conditions of Carriage.

(D) Gratuitous Carriage

With respect to gratuitous Carriage, AJX reserves the right to exclude the application of any provisions of these Conditions of Carriage.

(E) Carriage by Charter

If Carriage is performed by AJX under a charter agreement, pursuant to which AJX subcontracts the Carriage of Passengers to a charter operator, these Conditions of Carriage apply unless Passengers are advised otherwise.

(F) Change of Conditions of Carriage or AJX's Regulations

Except as will be prohibited by Applicable Laws, etc., AJX may change, modify or amend any provision of these Conditions of Carriage or of AJX's Regulations, and will notify the changes of these Conditions of Carriage, etc. by an appropriate method such as posting on AJX's website in advance with a reasonable period; provided, however, that no contract of Carriage shall be subject to such change, modification or amendment made after the Carriage to be performed pursuant to such contract commences.

(G) Applicable Conditions

Any Carriage of Passengers and/or Baggage shall be subject to these Conditions of Carriage and AJX's Regulations in effect as of the date of commencement of the Carriage covered by the first Flight Coupon of the Ticket.

### **3. CODE SHARE**

1. On some routes AJX may offer our services together with other Carriers, placing AJX's designator code on flights operated by other Carriers under codeshare agreements.

2. For a codeshare flight operated by another Carrier, AJX will advise Passenger of the identity of the operating Carrier prior to the time of reservation.
3. Passengers traveling on a flight operated by another Carrier may be subject to terms and conditions of the operating Carrier that differ from those of AJX, including those regarding
  - (a) involuntary rerouting provided in paragraph (B) of Article 7
  - (b) check-in provided in Article 9
  - (c) refusal and limitation of carriage provided in paragraph (A) and (C) of Article 10
  - (d) restriction of acceptance as baggage, free baggage allowance and excess baggage charge and acceptance of animals provided in Article 11
  - (e) cancellations provided in sub-paragraph 2 of paragraph (B) of Article 12

#### **4. TICKETS**

##### (A) General

1. AJX will not issue or exchange/reissue a Ticket unless the Passenger pays the applicable fare or charges, or complies with credit arrangements approved by AJX.
2. Any requested change or modification by a Passenger to a reservation and/or to his/her Ticket shall only be permitted in accordance with this Article, AJX's Regulations and Fare Rules. Under the Fare Rules, conditions applicable to certain fares may limit or prohibit change of reservations.
3. A Passenger must present his/her Ticket Authentication code or Itinerary/Receipt of the scheduled boarding Flight for said Passenger duly issued in accordance with AJX's Regulations and his/her identification, or otherwise some form of evidence of identification designated by AJX when he/she takes Carriage. Further, a Passenger must present his/her boarding pass designated by AJX at the boarding gate. If the Passenger fails to comply with these requirements, AJX may refuse Carriage of such Passenger. A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of sub-paragraph 7 of paragraph (A) of Article 10.
4. A Ticket shall not be transferable. AJX shall not be liable to any person entitled to be carried or to receive a refund, for honoring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, AJX shall not be liable for death of or injury to such unauthorized person or for loss,

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

(B) Validity of Ticket

1. The flight on which a seat is reserved and the date of issue shall be set forth on the Ticket.
2. Unless otherwise provided in AJX's Regulations, a Ticket shall only be valid for the flight on which a seat is reserved as set forth on the Ticket.

(C) Valid Flight

1. If a Passenger is prevented from travelling on the flight on which a seat is reserved, because AJX:
  - (a) cancels the flight on which the Passenger holds a reservation;
  - (b) fails to operate a flight according to the schedule with no justifiable reason;
  - (c) omits a scheduled stop, such as the Passenger's place of departure, Destination or Stopover point;
  - (d) causes the Passenger to miss a connection to flight of AJX; or
  - (e) is unable to provide a seat previously reserved by the Passenger,

AJX will, unless otherwise provided in AJX's Regulations, treat such Ticket as valid, at no additional charge, for AJX's first flight to the same Destination on which a seat is available.

2. If a Passenger, after commencing his/her travel, is prevented from travelling on the flight on which a seat is reserved by reason of his/her illness (but not pregnancy), AJX may, unless otherwise provided in AJX's Regulations, treat such Ticket as valid for any of the following flights; provided, however, that such treatment shall not be prohibited by AJX's Regulations applicable to the fare paid by the Passenger:

- (a) AJX's first flight to the same Destination on which a seat is available on and after the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate, or
- (b) any of AJX flights to the same Destination to be operated within 7 Days of the date of said first flight.

## **5. STOPOVERS**

Stopovers may be permitted at any Transfer Point subject to Applicable Laws, etc. and AJX's Regulations.

## **6. FARES AND ROUTINGS**

(A) General

Fares shall apply only to Carriage from the airport at the place of departure to the airport at the Destination and shall not include ground/marine transportation service within airport areas, between airports or between an airport and downtown areas.

(B) Fares

1. Fares as used herein mean the fares which shall be published by AJX or, if not so published, constructed in accordance with AJX's Regulations, which shall, unless otherwise provided in Applicable Laws, etc., be in effect as of the date of issue of a Ticket.

2. Unless otherwise provided in these Conditions of Carriage or AJX's Regulations, fares entitle a Passenger to occupy one seat. Unless otherwise provided in other provisions of these Conditions of Carriage or AJX's Regulations or specifically approved by AJX, a Passenger shall be entitled to occupy only one seat on board.

(C) Routings

Unless otherwise provided in AJX's Regulations, fares shall apply only to a routing published in connection with such fares.

(D) Taxes and Charges

Any tax or charge imposed by a government or other public authority or by an operator of an airport in respect to a Passenger or his/her use of any services or facilities shall be in addition to the published fares and charges and be payable separately by the Passenger; provided, however, that fares and charges on Domestic Carriage shall include an amount equal to consumption taxes (including local consumption taxes).

(E) Currency

Fares and charges may be paid in a currency to be specified by AJX subject to Applicable Laws, etc. other than the currency in which the fare or charge is published. If a payment is made in a currency other than the currency in which the fare or charge is published, such payment shall be made at the rate of exchange set in accordance with AJX's Regulations.

(F) Unauthorized Boarding

In any of the following cases, a Passenger shall be deemed to have boarded without authorization, and AJX shall charge such Passenger for the fare and charges applicable thereto for the sector (leg of flight) with respect to which said Passenger boarded without authorization and an amount equal to double the sum of the most expensive fare for said sector at the time of boarding plus charges; provided, however, that if it is not possible to ascertain such sector, the Passenger shall be deemed to have boarded from the place of departure of the aircraft with said Passenger on board:

1. if the Passenger fails to present his/her Ticket upon request of an attendant of AJX or



goes beyond the sector set out in the Ticket without the permission of an attendant of AJX;

2. if the Passenger intentionally boards an aircraft with an invalid Ticket; or

3. if the Passenger makes false declarations and is by such false declarations exempted from payment of fare or charges that he/she should have paid.

## **7. CHANGE OF FLIGHT, FAILURE TO CARRY AND MISSED CONNECTIONS**

### **(A) Change of Flight Requested by Passenger**

1. Any requested change or modification by a Passenger to a reservation and/or to his/her Ticket shall only be permitted in accordance with this Article, AJX Regulations and Fare Rules. Under the Fare Rules, conditions applicable to certain fares may limit or prohibit change of reservations.

### **(B) Involuntary Change of Flight**

1. Unless otherwise provided in sub-paragraph 2 of paragraph (B) of Article 12, in the event that AJX cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss his/her connecting flight of AJX on which he/she holds a reservation, AJX shall, take either of the following measures:

(a) to carry the Passenger on any other flight of AJX on which a seat is available; or

(b) to provide an involuntary refund in accordance with paragraph (C) of Article 13.

2. For reasons other than those prescribed in items a through d of sub-paragraph 2 of paragraph (B) of Article 12, in the event that AJX changes Passenger's Destination or Stopover point after departure of the flight, AJX shall, take either of the following measures:

(a) to carry the Passenger on any other flight of AJX on which a seat is available; or

(b) to provide an involuntary refund in accordance with paragraph (C) of Article 13.

3. In the event that a Passenger misses an onward connecting flight of AJX on which the Passenger holds a reservation because a Carrier carrying such Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, AJX shall not be liable for such missed connection.

(C) Change of Flight for Reasons Not for Benefit of AJX and Passenger

1. For reasons prescribed in items a through d of sub-paragraph 2 of paragraph (B) of Article 12, in the event that AJX cancels a flight, fails to operate a flight according to the schedule, is unable to provide a Passenger with his/her reserved seat, or causes a Passenger to miss his/her connecting flight on which he/she holds a reservation, AJX shall, take either of the following measures:

(a) to carry the Passenger on any other flight of AJX on which a seat is available; or

(b) to provide an involuntary refund in accordance with paragraph (D) of Article 13.

2. For reasons prescribed in items a through d of sub-paragraph 2 of paragraph (B) of Article 12, in the event that AJX changes Passenger's Destination or Stopover point after departure of the flight, AJX shall, take either of the following measures:

(a) to carry the Passenger on any other flight of AJX on which a seat is available; or

(b) to provide an involuntary refund in accordance with paragraph (D) of Article 13.

## **8.RESERVATIONS**

(A) General

1. A reservation shall be confirmed when recorded in AJX's reservation system as accepted.

2. Name changes are not permitted once the reservation has been confirmed in AJX's reservation system.

3. Under AJX's Regulations, conditions applicable to certain fares may limit or prohibit change or cancellation of reservations.

(B) Ticketing Time Limits

If a Ticket is not issued for a Passenger prior to the ticketing time limit specified by AJX, AJX may cancel his/her reservation.

(C) Seat Assignment

A Passenger may reserve a specified seat of a flight in advance on an availability basis. Upon assignment of the specific seat in the cabin, AJX shall charge the fees prescribed in AJX's Regulations therefore.

AJX shall make reasonable efforts to provide the Passenger with the assigned seat; however, subject to operational, safety or security reasons, AJX reserve the right to reassign seats at any time, including after boarding.

If AJX shall not reassign equivalent to the seat for which he/she has been assigned, AJX shall refund the charge in accordance with AJX's Regulations.

If a Passenger does not select a seat in advance, one will be automatically assigned one by AJX.

(D) Refund and Change of Flight When Passenger Fails to Board Reserved Flight

A Passenger who fails to board his/her reserved flight without prior notice thereof to AJX shall not be entitled to a refund or Change of Flight.

(E) Cancellation of Reservations Made by AJX

1. AJX may, at its own discretion, cancel all or a portion of the Passenger's reservation if two or more flights are reserved for the same Passenger and if:

- (a) same sectors on the same day are reserved;
- (b) same sectors on the days of travel close to each other are reserved;
- (c) different sectors on the same day are reserved; or
- (d) AJX reasonably considers that the Passenger cannot use all of reserved seats.

2. If a Passenger fails to board his/her reserved flight without prior notice thereof to AJX, AJX may cancel, or request any other Carrier to cancel, his/her onward reservations thereafter. Further, if a Passenger fails to board his/her reserved flight of other Carrier without prior notice thereof to such Carrier, AJX may, upon the Carrier's request, cancel his/her onward reservations thereafter.

3. AJX may cancel all of or a portion of a Passenger's reservations that do not include necessary personal data by the time limit specified by AJX, as required by Applicable Laws, etc. of any countries concerned such as those to be flown from, into or through which the Passenger transits.

4. Unless otherwise provided in AJX's Regulations or applicable Fare Rules, payment must be made at the time of booking when the Passenger selects the payment method. If a period of time between booking and payment, AJX or its Authorized Agent shall specify the amount of time to the Passenger and regard the Booking as a tentative booking. Any booking for which payment is not received in full by the specified deadline shall be canceled.

(F) Reconfirmation of Reservations of Other Carriers

In the event that reconfirmation of reservations is required in accordance with regulations of any Carrier other than AJX, AJX may cancel the onward AJX flight reservations thereafter for a Passenger when he/she fails to reconfirm the reservation of such Carrier within the time specified by the Carrier.

(G) Communications Charges A Passenger shall, unless AJX agrees otherwise, bear any communication charges for telephone, fax or other communication facility (such as internet)

used in connection with making or canceling a reservation.

(H) Personal Data

A Passenger agrees that his/her personal data will be furnished to AJX by the Passenger or his/her agent, will be retained by AJX or, if AJX deems necessary, will be transmitted by AJX to any of its own offices, other Carriers, the providers of travel services, government authorities or other entity or agency, in countries to be flown from, into, or over, or in countries of transit and transfer, for the purpose of making a reservation for Carriage, obtaining ancillary services, facilitating immigration and entry requirements or making available such data to government authorities or for any other purpose which AJX deems necessary in order to facilitate any convenience of the travel for the Passenger.

## **9. CHECK-IN**

A Passenger shall arrive at AJX's check-in counter and the boarding gate by the time designated by AJX or, if no time is designated, sufficiently in advance of the flight departure so that there will be enough time for the Passenger to have check -in and departure procedures completed by the departure time of the flight. If a Passenger fails to arrive at AJX's check-in counter or the boarding gate by the time designated by AJX or is unable to depart because of improper or incomplete exit, entry or other necessary documentation required for his/her departure, AJX may cancel his/her reservation of a seat and will not delay the flight for the Passenger. AJX shall not be liable to the Passenger for any damage caused due to the Passenger's failure to comply with this Article.

## **10. REFUSAL AND LIMITATION OF CARRIAGE**

(A) Right to Refuse Carriage, etc.

AJX may refuse Carriage of, or remove, any Passenger, and his/her Baggage will be handled in the same way, if AJX determines in its reasonable discretion that:

1. such action is necessary for a reason of flight safety;
2. such action is necessary in order for AJX to comply with Applicable Laws, etc. of any countries concerned such as those to be flown from, into or through which the Passenger transits;
3. the Passenger falls under any of the following cases:
  - (a) the Passenger falls to comply with any of such Applicable Laws, etc. or whose exit,

entry or other necessary documents are not complete in any respect;  
(b) the Passenger may unlawfully attempt to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes; or  
(c) the Passenger refuses to accept AJX's request for reason of protecting against an unlawful entry to a country that he/she surrenders to a crew member his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange for AJX's receipt for such documentation.

4. the Passenger falls under sub-paragraph 2 or 3 of paragraph (B) of Article 11;

5. the Passenger has failed to complete the check-in process by the required time or fails to arrive at the boarding gate on time;

6. the Passenger or his/her conduct, age or mental or physical condition:

- (a) may cause harm to safety or health of himself/herself or other persons,
- (b) may cause harm to an aircraft or any property;
- (c) obstructs any ground staff or any crew member of AJX in performing his/her duties or fails to comply with any instruction of any such member,
- (d) is deemed by AJX under the influence of alcohol or drugs;
- (e) is offensive or objectionable to other Passengers, namely the Passenger's attire, hygiene or odor;
- (f) refuses to take any action that AJX requires of the passenger as a precautionary measure against infectious diseases;
- (g) has a serious illness/injury, infectious disease or is suspected to have an infectious disease;
- (h) requires special assistance during meals or in the restroom, or special handling by AJX, such as the provision of medical services;
- (i) uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without AJX's permission, or
- (j) smokes in aircraft cabin (smoking includes the use of cigarettes, electronic cigarettes, heated cigarettes and other smoking devices);

7. the Ticket presented by the Passenger is:

- (a) acquired unlawfully or purchased from an entity other than the issuing Carrier or its Authorized Agent, or
- (b) counterfeit;

8. the Passenger uses the credit card reported lost or stolen;

9. the person presenting a Ticket cannot prove that he/she is the person named or recorded on the Ticket;

10. the Passenger fails to pay any applicable fares, charges or taxes or may fail to perform a credit arrangement agreed upon between AJX and the Passenger (or the person paying for the Ticket);

(B) Conditional Acceptance for Carriage

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

(C) Limitation on Carriage

1. Acceptance of Carriage of unaccompanied Passenger who is under 12 years or Infants, incapacitated persons, pregnant women or persons with illness without a companion shall be subject to AJX's Regulations and may require a prior arrangement with AJX. A companion for the purposes of the paragraph above is a Passenger who is 15 years or older who can properly assist and supervise the accompanying Passenger.

2. If the total weight of the Passengers boarding, and/or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, AJX may, in accordance with AJX's Regulations, decide which Passengers and/or Baggage will be carried.

## **11. BAGGAGE**

(A) Restriction of Acceptance as Baggage

1. AJX will refuse to accept as Baggage:

- (a) items that do not constitute Baggage as defined in Article 1;
- (b) items that may endanger an aircraft or any person or property during International Carriage, such as those which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in AJX's Regulations;
- (c) items Carriage of which is prohibited by Applicable Laws, etc. of any state or country to be flown from, into or through, through which the Passenger transits;
- (d) items that AJX deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;
- (e) live animals; provided, however, that AJX may accept, free of charge, Carriage of a dog (i.e. guide dog, service dog or hearing -assistance dog; collectively called "Assistance Dog") that accompanies a Passenger with a physical disability to assist such passenger together with its cage and food within a Baggage allowance pursuant to AJX's Regulations or In this case, AJX will accept Carriage of an animal subject to the condition that a Passenger shall observe AJX's Regulations and shall be fully responsible for such animal. AJX shall not

be liable for injury to, sickness or death of, such animal if and to the extent that such event resulted from the inherent nature of such animal; or

(f) firearms, swords and other similar items, except as otherwise provided in AJX's Regulations.

2. AJX may refuse Carriage of, and take any necessary step with respect to, items whose Carriage is prohibited by the preceding sub-paragraph 1 and may refuse onward Carriage of any such item upon discovery thereof.

3. AJX shall refuse to accept fragile or perishable items, money, jewellery, precious metals, negotiable papers, securities or other valuables, business documents, passports or other identification documents necessary for travel or samples as Checked Baggage.

4. AJX may refuse to carry Baggage as Checked Baggage in case it is not properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling.

5. AJX may accept to carry a musical instrument as Checked Baggage so long as it is properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling; provided, however, that AJX shall not be liable for any damage other than those caused due to AJX's intention or negligence on the part of AJX.

6. If any item referred to in sub-paragraph 1 of this paragraph is carried, whether or not Carriage of such an item as Baggage is prohibited, such Carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage applicable to Carriage of Baggage.

#### (B) Security Inspection

1. A Passenger and his/her Baggage shall submit to any security inspection unless it is specifically deemed unnecessary by government or airport officials or by AJX.

2. AJX will inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of safety or security of aircraft (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, AJX may inspect the Passenger's Baggage in his/her or a third person's absence to check whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in sub-paragraph 1 of paragraph (A) of this Article.

3. AJX will search Passenger's articles by touching the Passenger through his/her clothes and personal fittings or by using such instruments as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.

4. When a Passenger fails to agree with AJX's inspection as specified in sub-paragraph 2 of this paragraph, AJX will refuse to carry such Passenger's baggage.

5. When a Passenger fails to agree with AJX's search as specified in sub-paragraph 3 of this paragraph, AJX will refuse to carry such Passenger.

6. When such prohibited articles as specified in sub-paragraph 1 of paragraph (A) of this Article are found as a result of such inspection or search as specified in sub-paragraph 2 or 3 of this paragraph, AJX may refuse to carry such Baggage, or may dispose of such Baggage.

(C) Checked Baggage

1. AJX shall not, in principle, accept Carriage of Checked Baggage; provided, however, that in the case where a Passenger pays a Fare Including Ancillary Services for Carriage or pays a Baggage Charge prescribed in AJX's Regulations, or otherwise where specifically provided herein, AJX shall accept Carriage of Checked Baggage of such Passenger pursuant to AJX's Regulations, sub-paragraphs 2 through 6 of this paragraph and paragraphs (E) through (J) of this Article.

2. Nothing contained in these Conditions of Carriage shall entitle a Passenger to have his/her Baggage checked on a flight for a sector for which a Carrier does not accept checking of Baggage.

3. Unless otherwise provided in AJX's Regulations or Applicable Laws, etc., AJX will, upon presentation by a Passenger of a valid Ticket covering Carriage on the lines of AJX, or on the lines of AJX and one or more other Carriers, accept as Checked Baggage the Baggage that is tendered by the Passenger at the office designated, and by the time prescribed, by AJX in respect of Carriage on the lines designated on the Ticket; provided, however, that AJX shall not accept as Checked Baggage the Baggage tendered for Carriage:

- (a) beyond the Destination designated, or on any routing not designated, on the Ticket;
- (b) beyond a Stopover point, or beyond a point at which the Passenger transfers to a connecting flight departing from a different airport from that at which the Passenger is scheduled to arrive under the Ticket, unless otherwise provided for in AJX's Regulations;
- (c) beyond a point of transfer of the Baggage to any other Carrier with which AJX has no interline Baggage agreement or which has different conditions of Carriage of Baggage from AJX's;
- (d) for a sector for which the Passenger holds no reservation;
- (e) beyond a point at which the Passenger desires to resume possession of such Baggage or any portion thereof; or
- (f) for a sector for which the Passenger fails to pay all applicable charges



4. Upon delivery to AJX of Baggage to be checked, AJX shall issue a Baggage Identification Tag for each piece of the Checked Baggage.

5. If Checked Baggage of a Passenger has no name, initial or other personal identification, the Passenger shall affix such identification to the Baggage prior to AJX's acceptance of the Checked Baggage.

6. AJX shall, to the reasonable extent possible, carry Checked Baggage of a Passenger coincidentally with the Passenger on the aircraft which the Passenger boards; provided, however, that if AJX deems it difficult or impracticable, AJX may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.

7. AJX will accept Checked Baggage in excess of the following limits, only if a prior due notice of such article is given to, and a prior permission to such Carriage is granted by, AJX.

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

(b) the weight of each piece shall not exceed 32 kilograms (70 pounds); and/or  
In case AJX accepts such Carriage, charges shall be assessed in accordance with AJX's Regulations.

#### (D) Unchecked Baggage

1. Except articles specifically permitted by AJX to be carried into the cabin, Baggage that a Passenger may carry into the cabin shall be, besides one piece of the Passenger's personal belongings that the Passenger carries and retains as permitted by AJX's Regulations (the sum of the three dimensions of which shall not exceed 115 centimeters (45 inches)), one piece of article provided in AJX's Regulations that can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the Passenger, the sum of the three dimensions of which shall not exceed 115 centimeters (45 inches); provided, however, that the total weight of such articles shall not exceed 7 kilograms (15.4 pounds). A Passenger shall not carry into the cabin any Baggage that AJX deems cannot be stowed in safety in the cabin.

2. Sharp knives or articles intended for cutting should be placed in Checked Baggage.

3. If a Passenger is in possession of a syringe or needle, the Passenger shall declare such possession at the security checkpoint and may be required to present documentation or

identification confirming the Passenger's medical condition, such as a diagnosis certificate by a qualified medical doctor.

(E) Baggage Allowance

1. A passenger who pays a Fare Including Ancillary Services for Carriage or pays a Baggage Charge prescribed in AJX's Regulations shall receive a Checked Baggage allowance of one piece of Baggage, the weight of which shall not exceed 32 kilograms (70 pounds); provided, however, that the sum of the three dimensions of the piece shall not exceed 203 centimeters (80 inches).

2. In the event that two or more Passengers traveling on the same flight check their Baggage at the same time to be carried by AJX to the same place, AJX may, notwithstanding sub-paragraph 1 of this paragraph (E) and upon those Passengers' request, provide them collectively with a Baggage allowance equal to the aggregated individual Baggage allowance in respect of the number of such pieces.

3. A fully collapsible stroller/pushchair, carrying basket, and/or car seat for Infants or Child Passenger's use as well as a wheelchair for Passenger's use are accepted for free and are not included in the Baggage allowance.

(F) Special Baggage Allowance

In addition to the Baggage allowance provided in the preceding paragraph (E), AJX will carry as Baggage, without additional charge, a Passenger's personal belongings permitted by AJX's Regulations only when the Passenger carries and retains them.

(G) Excess Baggage

1. Baggage in excess of the Baggage allowance set forth in sub-paragraph 1 of paragraph (E) of this Article shall be subject to the applicable excess Baggage charge provided in AJX's Regulations.

2. Unless otherwise agreed in advance with a Passenger, AJX may carry the Passenger's Baggage which is in excess of the applicable Baggage allowance on any other flight or by any other transportation service.

(H) Declaration of Baggage the Value of Which Exceeds Limit of Liability and Excess Value Charges for International Carriage

1. In the case of International Carriage, a Passenger may declare a value of Baggage in excess of the liability limitation of AJX pursuant to sub-paragraph 4 of paragraph (B) of Article 18. In the event that such declaration is made, Carriage of the Baggage to be performed by AJX shall be subject to a charge at the rate of U.S.\$0.50 for each U.S.\$100 or any fraction thereof as excess value charges with respect to such excess value; provided, however, that the value of Baggage to be declared by one Passenger shall not exceed

U.S.\$2,500.

2. Unless otherwise provided in AJX's Regulations, a Passenger carrying his/her Baggage on an international flight may pay excess value charges at the place of departure for a travel to the Destination; provided, however, that, if a portion of the Carriage is performed by any other Carrier that applies different excess value charges from AJX, AJX may refuse to accept the declaration in the preceding sub-paragraph with respect to such portion.

(I) Excess Baggage Charge or Excess Value Charge on Change of Flight or Cancellation Any payment or refund of excess Baggage Charge or excess value charge to be made in the case of Change of Flight or cancellation of Carriage shall be subject to the provisions hereunder concerning payment of additional fare or refund of fare; provided, however, that AJX shall not make refund of excess value charge in the event that a portion of the Carriage has already been completed.

(J) Collection and Delivery of Baggage

1. A Passenger shall claim and receive his/her Baggage as soon as it becomes ready to be collected at the Destination or Stopover point.

2. The bearer of the Baggage Identification Tag(s) issued to a Passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of such Baggage; provided, however, that a person who claims Baggage but fails to present a Baggage Identification Tag(s) may accept delivery of the Baggage if the Baggage is identified by other means. AJX shall not be obligated to ascertain that the bearer of a Baggage Identification Tag(s) is truly entitled to accept delivery of the Baggage. AJX shall not be liable for any damage arising out of or in connection with its failure to so ascertain.

3. If a person claiming Baggage is unable to receive Baggage pursuant to the preceding sub-paragraph 2, AJX will deliver the Baggage to such person only if he/she establishes to AJX's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon AJX's request, provide AJX with adequate security to indemnify AJX from any loss and damage to be incurred by AJX in connection with such delivery.

4. AJX may, unless precluded by Applicable Laws, etc. and if time and other circumstances permit, deliver Checked Baggage to the bearer of a Baggage Identification Tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery. In delivering Baggage at the place of departure or unscheduled stopping place, AJX will not refund any charges paid for such Baggage.

5. Acceptance by a Passenger of delivery of Checked Baggage or the Passenger's other belongings that AJX takes custody of without his/her written complaint at the time of the

delivery shall constitute prima facie evidence that such Baggage and other articles have been delivered in good condition and in accordance with the contract of Carriage.

6.If any Baggage is not accepted by Passenger within 7 days of arrival, AJX may dispose of such Baggage at its discretion. In this case, a Passenger who owns such Baggage shall bear any damages and expenses incurred in connection therewith.

## **12.SCHEDULES, DELAYS AND CANCELLATION**

### (A) Schedules

AJX undertakes to use its best efforts to carry a Passenger and his/her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel; provided, however, that times shown on a timetable or elsewhere shall be just scheduled times, and therefore not guaranteed, and shall form no part of the contract of Carriage. AJX may change any schedule of a flight without any prior notice and shall not be liable for any expense caused by such change, unless precluded by Applicable Laws.

### (B) Cancellations

1. AJX may, without prior notice, substitute any other Carrier or change an aircraft with respect to Carriage assumed by AJX.

2. AJX may, without prior notice, cancel, terminate, divert, postpone or delay any flight or the right to, or any reservation with respect to, any further Carriage thereafter or determine if any take-off or landing should be made, without any liability except to refund, in accordance with these Conditions of Carriage and AJX's Regulations, the fares and charges for any portion of the Ticket unused for any of the following reasons:

- (a) because of any fact beyond AJX's control (including, but not limited to, force majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances and unstable international relations) whether actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;
- (b) because of any fact not to be foreseen, anticipated or predicted by AJX;
- (c) because of any Applicable Laws, etc.; or
- (d) because of shortage of labour, fuel or facilities or labour problems of AJX or others.

3. If a Passenger refuses, notwithstanding AJX's request, to pay all or a portion of the fares demanded by AJX or the charges demanded or assessed by AJX with respect to his/her Baggage, AJX shall cancel the Carriage, or the right to any further Carriage thereafter, of the Passenger and/or his/her Baggage, without being subject to any liability therefor except to refund, in accordance with these Conditions of Carriage and AJX's Regulations, any unused portion of the Ticket, if any, for which the Passenger fully paid the applicable fares

and charges.

### **13. REFUNDS**

#### (A) General

1. In the event that a Passenger fails to use his/her Ticket or a portion thereof for a reason provided in paragraph (C) (involuntary refunds) or (D) (refunds due to force majeure, etc.) of this Article, AJX shall make a refund in originally paid currency for such unused Ticket or portion in accordance with this Article and AJX's Regulations.

2. In the event that a Passenger fails to use his/her Ticket or a portion thereof for any reason other than that provided in paragraph (C) (involuntary refunds) or (D) (refunds due to force majeure, etc.) including, but not limited to, a voluntary refund made by a Passenger.

AJX will make a refund in the currency originally used by the Passenger for such unused Ticket or portion, unless otherwise specified in AJX's Regulations.

#### (B) Person Entitled to Refund

Unless otherwise provided in AJX's Regulations, AJX shall make a refund to the person named or recorded on a Ticket as a revenue Passenger or, to the person who purchased the Ticket upon presentation to AJX of satisfactory evidence to prove that he/she is entitled to such refund.

#### (C) Involuntary Refunds

The term "Involuntary Refund" means any refund made when a Passenger is prevented from using the Carriage provided for in his/her Ticket because AJX cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, fails to provide a Passenger with his/her reserved seat, causes a Passenger to miss his/her connecting flight of AJX on which he/she holds a reservation or refuses to carry or removes a Passenger pursuant to any of subparagraphs 1, 2, 9 of paragraph (A) of Article 10, and the amount of the refund shall be:

(a) if no portion of the trip has been made, an amount equal to the paid fare and ancillary services; or,

(b) if a portion of the trip has been made, the higher of the following

i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket; or

ii. the difference between the fare paid and the fare for the Carriage completed.

(D) Refunds Due to Force Majeure, etc.

1. In the event that AJX cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss his/her connecting flight of AJX on which he/she holds a reservation for any reason provided for in items (a) through (d) of paragraph (B) of Article 12, AJX shall, at its option, make a refund pursuant to paragraph (C) of Article 7, and the amount of the refund shall be:

(a) if no portion of the trip has been made, the paid fare and ancillary services; or

(b) if a portion of the trip has been made, the higher of the following:

i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket; or

ii. the difference between the fare paid and the fare for the Carriage completed.

(E) Voluntary Refunds

1. AJX shall make a refund in points as follows only where a Passenger purchased a Ticket for a Fare Including Ancillary Services: the amount of the refund shall be

(a) if no portion of the trip has been made, an amount equal to the fare paid, less any cancellation fees provided in AJX's Regulations; or

(b) if a portion of the trip has been made, an amount equal to the difference between the fare paid and the fare applicable to the sector for which the Ticket has been used, less any cancellation fees provided in AJX's Regulations.

2. If a refund for any portion of a Ticket shall result in such Ticket having been used for a sector where Carriage is prohibited, the refund, if any, shall be made in accordance with item (b) of sub-paragraph 1 of this paragraph as if such Ticket had been used beyond such sector until a point where Carriage is not prohibited.

3. If a Passenger does not travel, he/she may be able to claim a refund of certain charges or taxes. If there is a charge or tax which AJX collects on a per-passenger basis to remit to airport, tax or other authorities, and AJX is not required to do so as a result of the Passenger not traveling, AJX shall refund that the amount of the charge or tax to the Passenger.

(F) Right to Refuse Refund

1. AJX may refuse to grant a refund for a Ticket in the event that: a request therefor is made pursuant to paragraph (C) of this Article more than 90 Days after the departure date

indicated or recorded on the Ticket; or such request is made pursuant to paragraph (D) or (E) of this Article more than 90 Days after such departure date.

2. AJX may refuse to grant a refund for a Ticket that a Passenger presents to AJX or to government officials of a country as evidence of his/her intention to depart therefrom, unless the Passenger establishes to AJX's satisfaction that he/she has permission to remain in the country or that he/she will depart therefrom by other Carrier or other transportation service.

3. AJX shall not grant a refund for a Ticket of a Passenger in the event that Carriage of the Passenger is refused or he/she is removed in accordance with any of sub-paragraphs 3, 4 and 10 of paragraph (A) of Article 10; provided.

(G) Currency Used for Refund

Any refund will be made subject to Applicable Laws, etc. of the country in which a Ticket is originally paid for and of the country in which the refund is made, unless otherwise specified in AJX's Regulations.

Any refund will normally be made in the currency in which the Ticket is paid for but may be made in other currency in accordance with AJX's Regulations.

## **14. GROUND/MARINE TRANSPORTATION SERVICE**

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

## **15. HOTEL ACCOMMODATION, ARRANGEMENTS MADE BY AJX AND INFLIGHT MEALS**

(A) Hotel Accommodation

Hotel charges shall not be included in air fares.

(B) In-flight Meals

In-flight meals will, if served, be charged separately from and additionally to the fare, charges, taxes or service fees paid by a Passenger for a Ticket, except as otherwise provided in AJX's Regulations.

## **16.IMMIGRATION FORMALITIES**

(A) Compliance with Applicable Laws, etc.

A Passenger shall comply with and observe all Applicable Laws, etc. of countries concerned such as those to be flown from, into or through which the Passenger transits, AJX's Regulations, and instructions to be given by AJX. AJX shall be liable neither for any aid, assistance, guidance or otherwise given by an officer, employee or agent of AJX to the Passenger who is to board an international flight, whether given orally, in writing or otherwise, in connection with his/her obtaining exit, entry and other necessary documents or complying with or observing such Applicable Laws, etc. nor for the Passenger's failure to obtain such documents or to comply with or observe such Applicable Laws, etc. as a result of such aid, assistance or guidance, unless precluded by Applicable Laws.

(B) Passports and Visas for International Carriage

1.(a) A Passenger shall present to AJX all exit, entry or other necessary documents required by Applicable Laws, etc. of countries concerned such as those to be flown from, into or through which the Passenger transits, and shall permit AJX, if AJX at its reasonable discretion deems it necessary, to make and retain copies thereof; provided, however, that even if a Passenger presents exit, entry or other necessary documents to AJX and AJX carries the Passenger, AJX shall not guarantee to the Passenger that such documents comply with Applicable Laws, etc.

(b) AJX reserves the right to refuse Carriage of any Passenger who fails to comply with any of such Applicable Laws, etc. or whose exit, entry or other necessary documents are not complete in any respect.

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

3. A Passenger shall pay the applicable fares, fines, charges and expenses whenever AJX is required by any Applicable Laws, etc. to return the Passenger to his/her place of departure or elsewhere because the Passenger is not permitted to enter a country of transit or Destination. AJX may appropriate for the payment of such fares, charges and expenses any fares and/or charges paid by the Passenger to AJX for unused portion of the Ticket or any



funds of the Passenger in the possession of AJX. AJX shall not refund the fare collected for Carriage to the point of such refusal of entry or deportation.

(C) Customs Inspection Whenever required, a Passenger's Baggage shall, whether checked or unchecked, be subject to any inspection to be conducted by customs or other government officials. AJX shall not be responsible in any respect to a Passenger for his/her failure to comply with this paragraph. A Passenger shall indemnify AJX for any loss or damage incurred by AJX in connection with the Passenger's failure to comply with this paragraph.

(D) Government Regulations AJX shall not be responsible to a Passenger in any respect for its refusal of Carriage of the Passenger if AJX at its reasonable discretion determines, or any Applicable Laws, etc. require, such refusal.

## **17. SUCCESSIVE CARRIERS**

1. Carriage to be performed under a Ticket and any Conjunction Ticket issued in conjunction therewith by two or more successive Carriers shall be regarded as a single operation.
2. Even if AJX is a Carrier issuing a Ticket or is designated as a Carrier for the first sector covered by a Ticket or any Conjunction Ticket involving Carriage by successive Carriers, AJX shall not be responsible for any sector operated by other Carriers, unless otherwise provided in these Conditions of Carriage.
3. Each Carrier's liability to compensate for damage arising in connection with a Passenger's travel shall be governed by such Carrier's Conditions of Carriage.

## **18. LIABILITY OF CARRIER**

(A) Applicable Laws, etc.

1. Carriage performed by AJX shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the Carriage unless such Carriage is International or Domestic Carriage to which the Convention does not apply.
2. To the extent not in conflict with the preceding sub-paragraph 1, any Carriage and other services to be performed or provided by AJX shall be subject to:
  - (a) Applicable Laws, etc.; and
  - (b) these Conditions of Carriage and AJX's Regulations, which may be inspected at any of AJX's business offices and its offices in any airport from which it operates regular services.

3. The full name of a Carrier and its abbreviation shall be as set forth in the Carrier's regulations and such name may be expressed in an abbreviated form on a Ticket. For the purpose of application of the Convention, a Carrier's address shall be the airport of departure indicated or recorded in the line of the Ticket on which the abbreviation of the Carrier's name first appears and the Agreed Stopping Places (which may be altered by the Carrier in case of necessity) shall be those places as defined in Article 1.

(B) Limitation of Liability

Except as otherwise provided by the Convention or Applicable Laws, etc., AJX's liability for death of, or wounding or other bodily injury to, a Passenger, delay in arrival of a Passenger and/or his/her Baggage, or any loss of or damage to any Baggage of a Passenger (hereinafter collectively referred to as "Damage") arising out of or in connection with Carriage or other services incidental thereto performed or provided by AJX shall be as described hereinafter. If there has been intention or negligence on the part of the Passenger, AJX's liability shall be subject to the applicable laws and regulations.

1. AJX shall not be liable for any Damage in respect of Unchecked Baggage not attributable to negligence of AJX. Assistance rendered to a Passenger by an officer, employee or agent of AJX in loading, unloading or trans-shipping Unchecked Baggage shall be considered as gratuitous service to the Passenger.
2. AJX shall not be liable for any Damage directly or indirectly arising out of its compliance with any Applicable Laws, etc., failure of a Passenger to comply with the same or any cause beyond AJX's control.

3. Where the Convention other than the Montreal Convention is applicable, the following shall apply.

- (a) AJX agrees in accordance with Article 22 (1) of the Convention that, as to all International Carriage performed by AJX and as defined in the Convention:
  - i. AJX shall not apply the applicable limit of liability to each Passenger based on Article 22 (1) of the Convention in defence of any claim arising out of death of or, wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention. However, except as provided in item (a) ii below, AJX will not waive any defence to such claim that is available under Article 20 (1) of the Convention or any other Applicable Laws, etc.; and
  - ii. AJX shall not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention, avail itself of any defence under Article 20 (1) of the Convention up to the sum of 128,821 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.
- (b) Nothing herein shall affect the right of AJX with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused Damage which resulted in death of, or wounding or other bodily injury to, a Passenger.

4. In the case of International Carriage except as prescribed in the preceding sub-paragraph 3, the following shall apply.

- (a) In the case of Carriage subject to the Montreal Convention, AJX's liability for Baggage shall be limited to 1,288 SDR for each Passenger.
- (b) Except as provided in the preceding item, AJX's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of International Carriage of Checked Baggage and 332 SDR (5,000 French Gold Francs) for each Passenger in the case of Carriage of Unchecked Baggage.
- (c) The limitation referred in items a and b of this sub-paragraph shall not apply if the Passenger declares a higher value in advance and pays excess value charges pursuant to paragraph (H) of Article 11. In that event, AJX's liability shall be limited to such higher declared value. In no case shall AJX's liability exceed the actual amount of Damage suffered by the Passenger. All claims shall be subject to proof by the Passenger of the amount of Damage.

5. Where item (b) of sub-paragraph 4 applies, in the event of delivery to a Passenger of a part but not all of his/her Checked Baggage or in the event of Damage with respect to a part but not all of such Baggage, AJX's liability with respect to the undelivered or the Damage portion shall be reduced proportionately on the basis of the weight of the Baggage, notwithstanding the value of any part of the Checked Baggage or the contents thereof.

6. AJX shall not be liable for any Damage with respect to a Passenger's Baggage caused by the contents thereof. A Passenger whose property causes Damage to another Passenger's Baggage or the property of AJX shall indemnify AJX for all loss and expenses incurred by AJX as a result thereof.

7. AJX shall not be liable for any Damage to articles that are included in a Passenger's Checked Baggage if and to the extent that the Damage resulted from an inherent defect or inadequate quality/ flaw of the article, irrespective of AJX's knowledge thereof.

8. AJX may refuse to accept any article that does not constitute Baggage under these Conditions of Carriage; provided, however, that if the article is delivered to and received by AJX, it shall be subject to the Baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall also be subject to the rates and charges published by AJX.

9. AJX shall issue a Ticket or accept Checked Baggage for a sector the Carriage for which is performed by any other Carrier only as an agent of such Carrier. AJX shall not be liable for any Damage caused outside a sector the Carriage for which is performed by AJX. AJX shall neither be liable for any Damage caused to Checked Baggage outside a sector the Carriage for which is performed by AJX, except where the Passenger shall be entitled by the Convention to claim such Damage against AJX in case AJX is the first or the last Carrier

under the relevant contract of Carriage.

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

11. Unless otherwise provided in these Conditions of Carriage, AJX reserves any and all right of defence available under the Convention. AJX also reserves a right to make a subrogation claim against a third party that has contributed to Damage, with respect to a portion or all of any payment made by AJX in connection with the Damage.

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

## **19. TIME LIMITATIONS ON CLAIMS AND ACTIONS**

(A) Time Limitation on Claims No claim for damage may be made in the case of damage to Baggage unless the person entitled to delivery complains to an office of AJX forthwith after the discovery thereof and no later than 7 Days from the date of receipt of the Baggage; and, in the case of delay or loss, unless the complaint is made no later than 21 Days from the date on which such person has received (in the case of delay) or should have received (in the case of loss) the Baggage. Every complaint must be in writing and dispatched within the time aforesaid. In case Carriage is not "International Carriage" subject to the Convention or is Domestic Carriage, failure to give such notice of complaint shall not prevent a claimant from filing a suit if the claimant proves that: 1. it was not reasonably possible for him/her to give such notice; 2. he/she was prevented from giving such notice by reason of any act of AJX; or 3. AJX had knowledge of the damage to the Passenger's Baggage.

(B) Time Limitation on Actions Any right to damages against AJX shall be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the Destination, from the date on which the aircraft ought to have arrived, or from the date on which the Carriage stopped.

## **20. CLASS ACTION WAIVER**

To the extent not in conflict with Applicable Laws, any lawsuit brought by a Passenger against AJX will be brought only in the Passenger's individual capacity, and may not be brought in or asserted as part of a class action proceeding.

## **21.OVERRIDING LAW**

Any provision contained or referred to in a Ticket or in these Conditions of Carriage or AJX's Regulations shall, even if it is in violation of Applicable Laws and is invalid, remain valid to the extent not in conflict with Applicable Laws. The invalidity of any provision shall not affect any other provision.

## **22.MODIFICATION AND WAIVER**

No representative, officer, employee or agent of AJX shall have authority to alter, modify or waive any provision of the contract of Carriage or of these Conditions of Carriage or AJX's Regulations.

## **SUPPLEMENTARY PROVISIONS**

### **1 DATE OF EFFECTIVENESS**

This Conditions of Carriage shall come into effect as of August 2nd, 2023.