

北京首都航空关于向旅客公示国际运输总条件 及相关服务的业务提示

各一线销售单位、首航国际客票代理人：

根据民航局下发的《航班正常管理规定》（CCAR-300）要求，各销售单位在销售我司客票及保障旅客成行过程中，应当积极履行以下责任和义务：

一、明确公示“国际运输总条件”及相关服务条款

我司制定并公布的《北京首都航空有限公司旅客、行李国际运输总条件》（以下简称“运输总条件”）已明确航班出港延误及取消后的旅客服务内容，包括是否对航班延误进行补偿，补偿条件、标准和方式。各销售单位应遵照《北京首都航空有限公司中性客票国际客运销售代理协议》的相应条款，将运输总条件在售票场所（包括网站）向旅客公布，在售票环节提示旅客阅读运输总条件的内容（旅客通过电话购票的，应提示旅客运输总条件阅读的必要性及阅读途径或链接），并确保旅客了解运输总条件后方能完成购票手续。此外，代理人在销售我司国际客票时，应向旅客告知查询我司航变保障、中转住宿及行李运输服务信息的有效方式。

二、准确录入旅客信息

各航空销售代理人在售票时应将旅客联系方式等必要信息准确录入旅客定座系统，并及时通告旅客航班动态信息。

三、及时通告航变信息

在掌握航班状态发生变化之后的30分钟内，我司将通过公共信息平台、官方网站、呼叫中心、短信、电话、系统Q信等方式，及时、准确地发布航班出港延误或者取消信息，包括航班出港延误或者取消原因及航班动态。各代理人应有专人负责清理Q信，并将首航通告的航班出港延误或取消信息及时通告旅客，确保对外发布的航班信息真

实，与我司发布的信息一致，并优先为残疾人、老年人、孕妇、无成人陪伴儿童等需特别照料的旅客提供退改签服务。

四、积极受理旅客投诉

航空销售代理人应当设立专门机构或者指定专人负责受理投诉工作，并以适当方式向社会公布中国境内的投诉受理电话、电子邮件地址，并报首都航空和民航行政机关备案。投诉受理机构、投诉受理人员及联系方式等事项发生变化的，应当自决定变化之日起5日内以书面形式告知首航及民航行政机关。代理人在收到旅客投诉后需及时处理，将受理情况和处理进展及时告知旅客，并于最迟7日内做出实质性回复。书面记录旅客的投诉情况及处理结果，投诉记录至少保留2年。

请各营业部在收到本通知后立刻组织渠道开展自查工作。同时通过实地现场检查及远程检查确保目前各销售渠道，使用有效方式对运输总条件内容及我司相关服务进行提前告知，以建立完善的航变通知及投诉处理机制。对未实现提前告知的情况限时进行补救；对告知不清晰、投诉处理机制不完善的情况立即进行整改完善；对违反以上规定条款，或经提示逾期不能改正的单位即刻停止授权合作。

北京首都航空市场营销部国际业务分部

2018年11月7日

附件1：以下文件的最新版本，可以查询首都航空官网

北京首都航空有限公司旅客、行李国际运输总条件

<http://www.jdair.net/b2c/frontend/cms/cms.jsp#moduleID=281&treeID=6881>

中转住宿服务最新规定：

<http://www.jdair.net/b2c/frontend/cms/cms.jsp#moduleID=281&treeID=3481&nodeID=3483>

附件2《北京首都航空有限公司旅客、行李国际运输总条件》正文如下

北京首都航空有限公司 旅客、行李国际运输总条件

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第一章 定义

第一条 北京首都航空有限公司旅客、行李国际运输总条件（以下简称“条件”）中的下列用语，除具体条文中有所要求或另有规定外，含义如下：

(一) “公约”是指根据合同规定适用于该项运输的一九二九年十月十二日在华沙签订的《统一国际航空运输某些规则的公约》（简称华沙公约）和一九五五年九月二十八日在海牙签订的《修改一九二九年十月十二日在华沙签订的统一国际航空运输某些规则的公约的议定书》（简称海牙议定书）以及一九九九年五月二十八日在蒙特利尔签订的《统一国际航空运输某些规则的公约》（简称 1999 年蒙特利尔公约）。

(二) “国际航空运输”是指除公约另有规定外，根据当事人订立的航空运输合同，无论运输有无间断或者有无转运，运输的出发地点、目的地点或者约定的经停地点之一不在中华人民共和国境内的运输。

(三) “承运人”指填开客票、承运或约定承运该客票所列旅客及其行李的公共航空运输企业。

(四) “代码共享航班”指在某些航班上，首航与其它承运人有约定，称为“代码共享”。这意味着即使旅客定妥的载明首航的名称或者航空公司代码(JD)的航班，可能搭乘的是另一承运人实际运营的民用航空器。

(五) “出票承运人”指其数字代码在客票票联中出现的承运人。

(六) “首航”指北京首都航空有限公司的简称。

(七) “首航规定”指首航为对旅客及其行李的运输进行管理，依法制定而公布的并于填开客票之日对合同双方有效的规定，包括有效的适用票价及适用条件。

(八) “授权销售代理人”指被承运人指定并代表该承运人，为其航班销售航空旅客运输的销售代理人。

(九) “授权地面服务代理人”指经承运人授权并代表承运人在授权范围内为承运人实际运营航班的旅客和行李提供航空运输地面服务代理业务的企业。

(十) “旅客”指除机组成员以外经承运人同意在航空器上载运或将被载运的任何人。

(十一) “儿童”指旅行开始之日已满两周岁但不满十二周岁的人。

(十二) “婴儿”指旅行开始之日满 14 天（含）但不满两周岁的人。

(十三) “定座”指对旅客预定的座位、舱位等级或对行李的重量、体积的预留。

(十四) “航班”指飞机按规定的航线、日期、时刻的飞行。

(十五) “客票”是指承运人或者承运人的授权销售服务代理人填开的并赋予运输权利的电子客票或者被称为“客票及行李票”的运输凭证，包括合同条款、声明、通知和票联等内容。

(十六) “电子客票”指由承运人或者承运人的授权销售服务代理人销售并赋予运输权利的以电子数据的方式存储在系统数据库中，并作为销售、结算、运输凭证的客票形式。

(十七) “连续客票”指填开给旅客与另一本客票连在一起，共同构成一个单一运输合同的客票。

(十八) “日”指日历日，包括每周的七日。用于给旅客发通知时，通知发出日不计算在内；用于确定客票有效期限时，客票填开日和航班飞行开始日，均不计算在内。

(十九) “票联”是指乘机联或电子联，它赋予票联上列明姓名的旅客有权搭乘该票联上载明的航班的权利。

(二十) “乘机联”是指承运人或者承运人的授权销售服务代理人填开的客票中标明“运输有效”的部分，在电子客票中指电子乘机联，表示旅客有权

搭乘该联指定的地点之间的航班。

(二十一) “行程单/收据”是指承运人为使用电子客票旅行的旅客填开的凭证，该凭证上载明了旅客的姓名和航班信息等。

(二十二) “行李”指旅客在旅行中为了穿着、使用、舒适或方便的需要而携带的物品。除另有规定外，包括旅客的托运行李和非托运行李。

(二十三) “托运行李”是指旅客交由承运人负责照管和运输，并出具行李识别标签的行李。

(二十四) “非托运行李”指除旅客托运行李以外的由旅客自行照管的行李，包括随身携带行李和占座行李。

(二十五) “行李识别标签”是指专为识别托运行李而出具的凭据。

(二十六) “逾重行李”指超过计重或者计件免费行李额的部分。

(二十七) “约定经停地点”指除出发地点和目的地点以外，在客票或者承运人的班期时刻表内列明作为旅客旅行路线上预定经停的地点。

(二十八) “中途分程”指经承运人事先同意，旅客在出发地点和目的地点间旅行时由旅客有意安排在某个地点的旅程间断。

(二十九) “损失”指在承运人提供的运输或与运输有关的其它服务中因旅客死亡或者身体伤害而产生的损失；因行李毁灭、遗失或者损坏而产生的损失或其它损失。

(三十) “正常票价”是在适用期内的头等、公务、经济各舱位等级中承认的最高票价，也包括与之相适应的儿童和婴儿票价。

(三十一) “特种票价”是指不属于正常票价的其他票价。

(三十二) “特别提款权”是指由国际货币基金组织定义的特别提款权。

第二章 适用范围

第一条 一般规定

(一) 除本条第(二)款、本章第二条、第三条另有规定外，本条件适用于首航以民用航空器运送旅客、行李而收取报酬的国际运输。中国大陆与香港、澳门特别行政区及台湾地区之间航线的运输依照本条件执行。

(二) 除免费和特种票价使用条件、合同、票证另有规定外，本条件也适用于免费和特种票价运输。在二者不一致的情形下，特殊条件和运价规则优先于本条件。

(三) 除另有规定外，在首航的规定中如含有与本条件不一致的条款，则本条件优先适用。

第二条 包机

根据首航包机合同提供的运输，接受包机运输的旅客及行李应遵守首航包机合同条款规定，包机合同未约定的内容，以本条件规定为准。

第三条 代码共享

首航的运输总条件适用于由首航作为实际承运人的代码共享航班或航段。

第四条 除外条款

在本条件中如果含有与公约、国家法律、政府规定不一致的条款，以公约、国家法律、政府规定为准；本条件的其余条款仍然有效。

第三章 客票

第一条 客票是运输合同的初步证据

客票是出票承运人和旅客之间航空运输合同的初步证据。承运人只向持有其或其授权代理人填开客票的旅客提供运输并按本运输条件承担相应的责任。客票始终是出票承运人的财产。客票中的合同条件是本运输条件部分条款的摘述。

第二条 客票使用规定

持电子客票的旅客应出示有效身份证件，并经首航或其地面服务代理人验证客票状态有效后，方可要求乘机。电子客票行程单仅是记录旅客旅行信息的单据，不作为机场办理乘机手续和安全检查的必要凭证。

第三条 客票不得转让

(一) 客票不得转让。

(二) 如果客票不是由有权乘机或者退票的人出示的，首航可向出示该客票的人提供运输或退款。首航对原客票有权乘机或退票的人不承担责任。

(三) 如果客票被无权乘机人冒用或被无权退票人冒退，则首航对有权乘机人或有权退票人不承担责任。

第四条 客票有效期

(一) 客票从旅行开始之日起一年内运输有效，如果客票全部未使用则从填开客票之日起一年内运输有效，客票、本运输条件或首航规章另有规定者除外。

(二) 特种票价的有效期限，按照首航规定的该特种票价的有效期限计算。

(三) 客票有效期的计算，从旅行开始或填开客票之日的次日零时起至有效期限满之日的次日零时为止。

第五条 客票有效期的延长

(一) 由于下列原因，旅客未能在客票有效期内旅行，其客票有效期将延

长到首航能够按照该客票已付票价的舱位等级提供座位的第一个航班为止：

1. 首航取消旅客已经定妥座位的航班；
2. 首航未在航班经停地点降停，而该经停地是旅客的出发地、目的地或是中途分程地；
3. 首航未能合理地按照班期时刻进行航班飞行；
4. 首航造成旅客错失衔接航班；
5. 首航未能提供旅客事先已经定妥的座位；
6. 承运人替换了不同的舱位等级。

(二) 旅客开始旅行后，因病不能在客票有效期内继续旅行，除首航对所付票价另有适用规定外，该客票有效期可以延长至旅客适宜旅行之日，或延长到首航能够按照该客票已付票价舱位等级提供座位的第一个航班为止。旅客应当按照首航规定提供医生的诊断证明。当客票中未使用的部分含有一个或一个以上中途分程地点时，该客票有效期的延长不得超过医生诊断证明适宜旅行之日起三个月；患病旅客的陪同人员，其客票也可根据首航的规定予以延长，陪同人员以两人为限。

(三) 如果旅客在旅途中死亡，可以变更其陪同人员客票的最短停留期限或者延长其客票的有效期；如果旅客开始旅行后，其亲属发生死亡，该旅客及其陪同亲属的客票有效期也可同样予以延长，此种客票的变更必须在收到死亡证明之后才能办理，其客票有效期的延长从死亡之日起最多不超过四十五日，陪同人员以两人为限。

第六条 票联使用顺序

(一) 客票的乘机联，包括电子客票，必须按照客票上列明的航程，从出发地点开始，按顺序使用。

(二) 如果用于国际运输客票的第一航段未使用，旅客于中途分程地或约定经停地要求开始旅行，首航有权拒绝运输。

(三) 每一张乘机联或电子客票上应当列明舱位等级，并在航班上定妥座位和日期后方可由首航接收运输。如果乘机联或电子客票上没有填明定座情况，则应按照有关的票价条件和航班座位可利用情况办理定座。

(四) 如果旅客没能按顺序使用客票的各航段，首航有权根据规定重新计算上述已用机票的费用，而旅客有责任补足重新计算的费用与其已付费用间的差额。

第四章 票价和费用

第一条 一般规定

票价指旅客由出发地机场至目的点机场的航空运输价格，不包括机场与机场或者机场与市区之间的地面运输。

第二条 适用票价

适用票价是首航和首航的委托机构公布的票价，无公布票价的为首航按规定组合的票价。除非另有规定，适用票价是客票第一航段航班运输开始之日有效的票价。

第三条 路线

票价只适用于与票价相关而公布的路线。票价适用于多条旅行路线的，旅客可在出票前指定路线，旅客未指定路线的，由首航提供路线供旅客选择确认。

第四条 税款和费用

政府、有关当局或机场经营人因向旅客提供服务或设施而征收的税款或者收取的费用，均不包括在适用票价之内。该项税款或者费用由旅客支付，由首航代为收取。旅客购买机票时，首航将告知未包括在票价中的具体税款和费用。

第五条 货币

除非另有约定，旅客应当使用出票地国家货币支付票款和税费，如支付货币不是出票地国家货币的，旅客应按银行的兑换汇率换算后支付。

第五章 定座

第一条 一般规定

(一) 未经首航或其授权代理人记录认可，不得认为定座已得到确认。定座只有在旅客按照首航规定的定座手续和购票时限支付票款，经首航或其授权代理人填开客票并将定座情况列入有关客票中，才能认为定座已经完成并有效。

(二) 按照首航规定，某些特种票价可以附有限制或拒绝旅客变更、取消定座权利的条件，有关票价的具体条款请参照相关运价规则。

第二条 购票时限

如果旅客未在规定的购票时限内支付票款，首航或其授权代理人有权取消座位。

旅客购票时须凭本人的有效身份证件办理，购票时使用的有效身份证件应与旅客办理乘机登记手续时使用的证件相同。

第三条 旅客的个人资料

旅客认可向首航提供的个人资料，旨在用于定座和安排相关的运输服务，以及办理移民和入境手续。为此，旅客授权首航保留其个人资料且有权将资料传递给地处任何国家的政府机构、首航有关部门、其他相关承运人或相关服务的提供者。

第四条 座位安排

首航除按照旅客已定妥的航班和舱位等级提供座位外，不保证旅客所要求的特定位置的机上座位。出于运行、安全或安保的需要，承运人始终保留分配或者重新分配机上座位的权利，即使是在旅客登机之后。

第五条 座位再确认

首航不要求对已定妥的续程或回程航班进行座位再确认。但是如客票中含有与其他承运人联运的航班，其他承运人要求对续程或回程的座位进行再

确认，而旅客未能按要求进行确认的，该航班承运人有权取消旅客的座位，首航不承担由此造成的任何损失。旅客应当事先了解与旅行相关的承运人座位再确认要求，如果需要进行再确认，旅客应当向客票上载明其代码的承运人办理座位再确认手续。

第六条 承运人对续程座位的取消

如果旅客未使用已定妥的座位又未对后续航段进行再证实，首都航空有权取消任何续程座位。

第七条 优先定座

(一) 旅客持未定妥座位的全部或部分航段的客票要求定座，无权要求优先定座。

(二) 旅客持已定妥座位的全部或部分航段的客票要求更改定座的，无权要求优先定座。

(三) 对非自愿改变航程的旅客，首都航空在情况许可时，可给予优先定座。

第六章 乘机

第一条 值机

(一) 各机场的乘机登机截止时间不同，旅客应当在规定的时限内到达机场，凭本人有效身份证件及旅行证明文件按时办理客票查验、托运行李、领取登机牌。如果旅客未在规定的乘机登记截止时间之前办理登记手续，承运人有权取消定座。

(二) 值机部门可直接为已定妥座位的旅客办理值机手续，未定妥座位的旅客需按首航规定办理候补乘机手续。

第二条 登机

旅客办理完值机并办妥所有政府规定的乘机手续，应当按时到达首航指定的登机处或登机口。旅客未能及时到达登机处或登机口，或者未出示其有效旅行文件及运输凭证，或者未作好旅行准备，首航有权为不延误航班而取消旅客预定的座位。对旅客因此所产生的损失，首航不承担责任。

第七章 拒绝运输和限制运输

第一条 拒绝运输权

首航出于安全或根据自己合理的判断，确定有下列情况之一时，有权拒绝运输旅客及其行李：

(一) 为了遵守始发地、经停地、目的地或者飞越国家的法律及其它有关规定；

(二) 承运旅客或旅客的行李，可能危及或者影响其他旅客或者机组人员的安全、健康、便利或舒适；

(三) 旅客以前在航空运输过程中有过不良行为，并且承运人有理由相信此种不良行为仍有可能再次发生；

(四) 旅客不遵守首航或政府机构的有关规定，或没有遵守承运人有关安全或安保方面的指令；或不听从首航工作人员安排和劝导；

(五) 旅客未按规定支付适用票价、税费以及未承兑其与首航之间的信用付款；

(六) 旅客未出示本人的有效护照、签证或其它旅行证件；旅客可能企图在其过境国家非法入境，或者可能在飞行中销毁其证件，或者拒绝按照首航的要求将其旅行证件或复印件交由机组保管；

(七) 旅客出示的客票不是合法获得的，或不是从承运人或承运人的授权代理人购买的，或是已挂失或被盗的，或是伪造的；不能证明自己是客票上载明姓名的人；

(八) 旅客未能遵守本条件关于票联接顺序使用的规定，或者出示的客票不是由承运人或承运人的授权销售服务代理人填开或更改的，或者客票已被损毁。

第二条 由于实际承运的旅客超过了飞机可允许的最大载量，首航有权决定旅客及行李的载运安排，对不能成行的旅客及行李，首航将在航班起飞

前告知旅客，其客票按照非自愿签转或非自愿退票处理。

第三条 限制运输

无成人陪伴儿童、无自理能力的人、孕妇、病患旅客或需要特殊服务的旅客等，应当事先经首航同意，并做出相应安排后，方可予以承运。

第四条 对被拒绝运输旅客的安排

在首航运行中，当拒绝运输旅客、行李的情况发生时，运输服务部门按承运人的有关规定对被拒绝运输的旅客、行李予以必要的事后处理。

第八章 行李

第一条 禁止和限制作为行李运输的物品

(一) 不得作为行李运输的物品

1. 按照本条件第一章第一条第（二十二）项的定义，不属于行李的物品；

2. 属于可能危及飞机或机上人员、财产安全的物品，例如根据国际民用航空组织《危险物品航空安全运输技术指南》、国际航空运输协会的《危险物品规则》、中国民用航空局的《中国民用航空危险物品运输管理规定》、《民航旅客禁止随身携带和托运物品目录》和《民航旅客限制随身携带或托运物品目录》以及首航规定中列明的物品，特别是以下禁运物品：爆炸品、压缩气体、易燃液体、易燃固体、自燃物质、遇水释放易燃气体的物质、氧化剂、腐蚀性物质、有机过氧化物、传染性物质、放射性或磁化物、有毒、有威胁性或刺激性物质等，其他类似物品的详细信息可向首航查询；

3. 枪支、弹药、管制刀具及其他类似的物品，但按照本条第（三）项规定办理的除外；

4. 任何始发地、经停地、目的地或飞越国家适用的法律、法规或命令所禁运的物品；

5. 由于包装、形状、重量、体积、性质不适合航空运输的物品；

6. 活体动物，但按照本章第十一条规定办理的除外。

(二) 不得作为托运行李运输的物品

旅客不得在托运行李中夹带易碎或易腐物品、货币、珠宝、古玩字画、贵金属、金银制品、流通票据、有价证券、银行卡、信用卡或其它贵重物品、商业、官方或私人文件、护照和其它证明文件或样品、药品或医疗装置和设备、钥匙、电脑、摄像机、相机、手机或其他电子装备。对旅客违反上述规定而造成的损失，首航不承担责任。

(三) 限制运输的物品

下列物品只有在符合首航运输条件的情况下，并经首航同意，方可接受运输：

1. 精密仪器、电器等类物品，建议作为货物运输。如按托运行李运输，必须妥善包装，并且此类物品的重量不计算在免费行李额内，需参照超限额行李标准另行收费。

2. 用于狩猎和体育活动的枪支和弹药可凭枪支运输许可证或国家体育行政部门的批准证明作为托运行李运输，但不得作为非托运行李带入客舱，运输前需提前申请，航空公司同意后方可运输。枪支必须卸下子弹和扣上保险并妥善包装。弹药的运输按国际民用航空组织和国际航空运输协会的规定及出境、入境或所经过国家适用的法律、法规或者命令办理。并且此类物品的重量不计算在免费行李额内，需参照超限额行李标准另行收费。

3. 民航局规定的禁止随身携带但可以作为行李托运的锐器、钝器等物品。

4. 干冰、液态饮品、含酒精类化妆品。

5. 因残疾、健康、年龄原因行动受限或腿部骨折等原因暂时性行动受限的旅客旅行中使用的电动轮椅。

(四) 需要贴挂免责行李牌的物品

对于下列首航收运的行李，因价值、品质或旅客疏忽可能导致争议的，应贴挂“免除责任行李牌”以免除首航相应的运输责任。

1. 易碎易损坏行李物品；

2. 包装不符合要求的行李；

3. 小动物、鲜活、易腐物品或者夹带有易腐物品的行李；

4. 旅客交运过晚的行李；

5. 有破损和残迹的行李；
6. 超过承运人规定重量和体积限制的超重或者超大托运行李；
7. 无锁或者锁已失效的行李；
8. 登机口拉下的超过客舱行李尺寸限制的非托运行李。

第二条 拒绝运输权

(一) 首航有权拒绝运输本章第一条第(一)款作为行李运输的物品，运输期间一经发现上述任何物品，首航有权拒绝承运或者续运。

第三条 检查权

为了运输安全，首航可以按规定程序检查旅客行李。为了确定旅客是否携带或在行李内夹带了本章第一条第(一)、(三)款所述的物品，即使旅客不在场，首航也可以对其行李进行检查、扫描或X射线检查，如果检查、扫描或X射线检查给旅客的行李造成损坏，首航不承担责任，除非该损坏是由于首航的过失造成的。如果旅客不愿遵守上述规定，首航有权拒绝该旅客或其行李的运输。

第四条 托运行李

(一) 旅客的托运行李应当包装完善、锁扣完好、捆扎牢固，能承受一定的压力，能够在正常的操作条件下安全装卸和运输。对包装不符合要求的行李，承运人可拒绝收运或不承担损坏、破损的赔偿责任。行李一经托运，即由首航负责照管，首航将为每件托运行李出具行李识别标签。

(二) 旅客应在托运行李的内部或外部标注姓名、联系方式或其他个人识别标志。

(三) 旅客的托运行李尽可能与旅客同机运输。由于安全、安保或运行方面的原因，旅客的托运行李确实不能同机运输的，首航将向旅客说明，在确保安全及载量许可的情况下，将托运行李安排在其他航班上运输。如果旅客的托运行李是由后续航班运输的，将由承运人交付与旅客，除非法律要求旅

客须亲自到场办理海关手续。

(四) 托运行李的重量、体积和件数不得超过首航国际航线免费行李额及超限行李费的相关规定，超过规定的托运行李应作为货物运输。

第五条 非托运行李

(一) 携带入客舱的行李要妥善安放在旅客前面的座椅下或客舱顶部行李架内。

(二) 除另有规定外，每位旅客所携带入客舱的非托运行李重量商务舱不能超过 10 公斤，单件不超过 5 公斤；经济舱不能超过 5 公斤。单件行李体积最大不能超过 20 厘米×40 厘米×55 厘米。计件制规则下，带入客舱的非托运行李商务舱不超过 2 件，经济舱 1 件，单件重量不超过 5 公斤，单件三边总和不超过 115 厘米。超过上述规定的行李，应当作为托运行李运输。

(三) 如旅客行李不适合在航空器货舱内运输，例如精致乐器，并且不符合本章第五条第（二）款规定，旅客应提前通知首航，在获得首航同意后方可带入航空器客舱内，按照客舱占座行李收费。

第六条 免费行李额

(一) 在首航办理的国际运输中，免费行李额分别实行计重制和计件制二种。旅客应根据首航规定的条件和限额携带免费运输的行李。

(二) 购买混合等级客票的旅客，其免费行李额可按该航段票价级别规定的免费行李额分别计算。

(三) 搭乘同一飞机前往同一目的地或者中途分程地点的两人或两人以上的同行旅客，在同一时间、同一地点办理行李托运手续的，其免费行李额可按各自的票价级别规定的标准合并计算。

(四) 旅客自愿改变航程后的免费行李额，应当按改变航程后客票票价级别所适用的免费行李额的规定办理。旅客非自愿改变航程后的免费行李额，

应当按照原客票票价级别所适用的免费行李额的规定办理。

(五) 计重制免费行李额

除首航另有规定外，按下列规定办理：

1. 除另有规定外，按适用的头等舱票价购票的成人旅客，享有 40 公斤的免费行李额；按适用的公务舱票价购票的成人旅客，享有 30 公斤的免费行李额；按适用的经济舱票价购票的成人旅客，享有 20 公斤的免费行李额。

2. 儿童及按儿童票价购票的婴儿，其免费行李额与本款第 1 项中规定的成人免费行李额相同。按适用成人票价 10% 购票的婴儿免费行李额按各航线规定办理，可免费携带一件全折叠式婴儿车。

(六) 计件制免费行李额

计件制免费行李额按各航线规定办理。

第七条 逾重行李

(一) 逾重行李是指超过计重或者计件免费行李额的部分。逾重行李只有在旅客支付逾重行李费并由首航填开逾重行李票后才能被承运。

(二) 除另有规定外，超过计重免费行李额的行李，每公斤费率按填开逾重行李票当日有效的单程直达成人正常最高经济票价的 1.5% 计收。

(三) 超过计件免费行李额的每一件行李按有关规定计收运费。

第八条 声明价值和费用

(一) 旅客的托运行李价值如果每公斤超过公约规定的额度可以办理声明价值。

(二) 托运行李的声明价值不能超过行李本身的实际价值。每一旅客的行李声明价值最高限额为 2500 美元或等值的其它货币。旅客行李的声明价值超过承运人规定限额的，承运人可拒绝收运。

(三) 首航按旅客声明价值中超过本条第(一)款规定限额部分按照每 100 美元申报金额收取 1 美元计算方式来收取(不足 100 美元的部分按 1 美元收

取)。

(四) 首航对非托运行李和占用座位的行李、外交信袋以及其他特殊物品(如乐器)不办理声明价值服务,具体内容可咨询首航或首航授权代理人。

(五) 首航对旅客携带的小动物不予办理声明价值服务。

(六) 如果声明价值行李的部分运输由不提供行李声明价值服务的其他承运人承运时,首航有权拒绝提供托运行李的声明价值服务。

(七) 办理声明价值的行李退运时,在始发地退还已交付的行李声明价值附加费,在经停地不退已交付的行李声明价值附加费。

第九条 行李交付

(一) 旅客应在目的地点或者中途分程地点凭行李牌识别联及时领取托运行李。

(二) 首都航空凭行李牌识别联交付托运行李,对于领取托运行李的人是否确系旅客本人,以及由此造成的损失及费用,首都航空不承担责任。

(三) 如领取托运行李的人不能出示行李票和行李牌识别联,应提供首航认可的证明,必要时按首航的要求,声明同意赔偿由此可能给首航造成的损失后方可领取行李。

(四) 旅客在领取托运行李时未提出书面异议的,可被视为行李完好交付的初步证据。

第十条 占座行李,易碎、贵重物品和外交信袋运输的特殊规定

(一) 占座行李

1. 行李必须占用座位时,应在定座时提出申请,在取得首航同意后方可运输。

2. 旅客带入客舱的占座行李由其自行照管,占用每一座位的行李重量不得超过75公斤,其包装要适当。为了保证飞行安全,旅客及其行李所占

用的座位要由首航指定，在整个旅途中行李用安全带加以固定，必要时须用紧固物系扎牢固。

3. 占座行李不计入免费行李额，占座行李票价均实行见舱销售。

4. 如果运输是由连续承运人办理的，则必须取得有关连续承运人的同意。

(二) 易碎、贵重行李，除按照本条件其它有关规定办理外，如需占用座位，按照本条第（一）款的规定办理。

(三) 外交信袋

1. 根据外交信使的要求，首航可以按照托运行李办理，承运人仅承担一般托运行李运输责任。

2. 外交信袋如需占用座位，按照本条第（一）款的规定办理。

第十一条 动物

(一) 小动物

1. 小动物是指家庭驯养的狗、猫、鸟或者其他玩赏宠物，野生动物和具有形体怪异或者易于伤人等特性的动物，如蛇等不属于小动物范围，不能作为行李运输。

2. 旅客托运小动物应将其妥善地装入适合其特性的坚固容器内，并提供离境国、入境国或中转国要求的有效健康和防疫证明、入境许可和其它文件，且事先征得首航同意后方可运输。

3. 作为行李托运的小动物及其容器和食物，均不得计算在旅客的免费行李额内，应按逾重行李交付运费。除经承运人特许外，不能放在客舱内运输。

4. 首航有权决定小动物运输的方式，并且有权限制一架飞机运输宠物的数量。小动物应当装在货舱内运输。

5. 如果小动物没有入境或经停国家或地区要求的所有必须的出境、入

境、健康和其它有效文件，承运人将不承担责任。携带该小动物的人必须赔偿因所需文件的缺失或不完整给承运人造成的任何罚款、费用、损失或负债。

6. 旅客应对小动物对其他旅客或机组成员造成的所有损害或伤害承担全部责任。

7. 小动物运输还应遵循首航规定的附加条件，具体请咨询首航或首航授权代理人。

(二) 辅助犬、导盲犬、助听犬

1. 导盲犬或者助听犬，是指经过专门训练能够为盲人导盲或者为聋人助听的狗。依据相关法律规定，辅助犬、导盲犬、助听犬可以带入客舱运输，但必须系好挽具，不得占用座位。

2. 携带辅助犬、导盲犬、助听犬的旅客应提供相关机构对该犬出具的有效证明。

3. 辅助犬、导盲犬、助听犬放置在货舱运输时，必须装入适当容器。

4. 经首航同意携带的辅助犬、导盲犬、助听犬及其容器和食物可以免费运输，不计入免费行李额。

(三) 旅客应对运输上述动物的伤亡承担全部责任，除非该伤亡是首航故意或过失造成的。在中途不降停的长距离飞行航班上或者在某种型号的飞机上，不适宜运输导盲犬或助听犬的，首航有权不接受运输。如动物因被拒绝入境或者过境而造成受伤、丢失、延误、患病或者死亡首航不承担责任。

第九章 班期时刻和航班取消及变更

第一条 班期时刻

(一) 首航应尽力遵守其公布的班期时刻，在合理的期限内运送旅客及其行李。航班时刻表或其它地方所显示的航班时刻或机型仅是预定的时间和机型，而非确保的时间和机型，该航班时刻或机型并非航空运输合同的组成部分。

(二) 除非损失是由于首航的故意或明知而轻率地作为或不作为所造成的，首航对班期时刻表或以其它形式公布的时刻表中的差错或遗漏不承担责任。对其受雇人、代理人或承运人的代表就始发或到达时间、日期或者任何航班飞行所作的解释也不承担责任。

(三) 客票售出后首航可能会变更航班时刻，若旅客给首航提供了有效的联系方式，首航应及时向旅客通知时刻变更信息。客票售出后，如果首航对航班时刻做出重大变更而旅客不能接受，并且首航无法为旅客安排其可以接受的替代航班，旅客可按照第十一章第五条非自愿退票的规定办理退票。

第二条 航班取消及变更

由于下列情况之一的，首航可以不经事先通知，取消、终止、变更、延期或者推迟航班飞行，并按照本章第三条规定办理：

(一) 为了遵守中华人民共和国或者运输过程中有关国家的法律及其他有关规定；

(二) 为了保证飞行安全；

(三) 承运人无法控制或者不可预见的其他原因。

第三条 不正常航班后续安排

由于本章第二条所列的原因之一，首航取消或延误航班，未能向旅客提供事先已定妥的座位（包括舱位等级），或未能在旅客的中途分程地点或目的地点停留，或造成旅客已定妥座位的航班衔接错失，首航将考虑旅客的合

理需要采取下列措施之一供旅客选择：

(一) 为旅客安排在第一个能够定妥座位的首航后续航班，或征得旅客及有关承运人的同意后办理签转手续。

(二) 按照本条件第十一章第五条非自愿退票有关规定办理退票。

(三) 按照首航有关规定协助旅客安排食宿、地面交通等服务。

第四条 有限责任

以上所列的补救措施是旅客可选择的全部补救措施，除公约另有规定外首航不再承担其他责任。

第五条 延误

首航应采取一切必要措施避免旅客及其行李的延误，如首航已经采取了一切必要措施或不可能采取该措施的，首航不承担延误责任。

第十章 改变航程和更改客票

第一条 旅客已开始旅行但未到达目的地前要求改变客票中未使用部分载明的航程、目的地、承运人、座位等级、航班或者客票有效期，为自愿改变航程。

承运人取消旅客已定妥座位的航班，或者取消航班在旅客的目的地或者中途分程地点降停，或者未能合理地按照班期飞行，或者未能提供事先定妥的座位造成旅客改变航程，为非自愿改变航程。

第二条 自愿改变航程，按下列规定办理：

(一) 旅客应当在未到达客票载明的目的地前提出；

(二) 改变航程后，应当适用原客票第一张乘机联载明的运输开始之日所适用的票价和各项费用；

(三) 改变航程后填开新客票的有效期应当与原客票所适用的有效期相同，并从原客票第一张乘机联载明的运输开始之次日零时起计算。

第三条 因执行本条件第九章第二条的规定，造成旅客非自愿改变航程的，承运人应当考虑旅客的合理需要，并按下列规定办理：

(一) 为旅客安排在第一个能够定妥座位的首航后续航班，或征得旅客及有关承运人的同意后办理签转手续。

(二) 按照本条件第十一章第五条非自愿退票有关规定办理退票。

(三) 按照首航有关规定协助旅客安排食宿、地面交通等服务。

第十一章 退票

第一条 一般规定

(一) 由于首航未能按照运输合同提供运输，或由于旅客自愿改变其安排，首航或其授权代理人将按照本章和首航相关规定，对未使用的首航客票或其未使用部分航程办理退票。

(二) 旅客应在客票有效期内申请退票；超过客票有效期而申请退票，首航可以拒绝其退票申请。

(三) 提供给承运人或者政府工作人员作为离境证明的客票，承运人不予退款。旅客获得该国停留许可或者改乘其他承运人航班或者其他交通工具离境的，承运人应当取得满意的证明后，为旅客办理退款。

第二条 退票地点

旅客要求退票应当在原购票地点或者经首航同意的其他地点，由原填开客票的承运人或者其授权代理人办理。

第三条 货币

旅客要求退票，必须符合原购票地点和退票地点国家的法律及其它有关规定。承运人可以按原收取票款的货币退款，也可按承运人规定的其他货币退款。

旅客的票款将按照原支付方式进行退款。首航将根据本条规则以旅客原支付的客票金额与币种为基础计算退款额。由于货币兑换差额的原因，退还到旅客原支付账户中的票款额可能与支付商记入的原消费额有所不同。旅客无权就此差额向首航提出退款索赔。

第四条 退票对象、所需文件

(一) 承运人有权向客票上载明姓名的旅客本人办理退款。客票上载明的旅客不是客票的付款人，并在客票上载明退票限制条件的，承运人应当按照载明的退票限制条件将票款退给付款人或者其指定人。

(二) 如果申请退票人不是客票上载明姓名的旅客本人，申请退票人必须在出具其身份证明原件的同时，提供该客票上载明姓名的旅客的身份证明原件和其退票授权书。

(三) 承运人将票款退给持有未使用的全部乘机联、旅客联和付款凭据的客票并符合本条第（一）款规定的人，被视为正当退款，承运人也随即解除责任。

(四) 除客票遗失的情况外，申请退票人应向首航提供旅客联、付款凭据和所有未使用的乘机联方能办理退票。购买电子客票的旅客凭本人有效身份证件办理退票。

第五条 非自愿退票

因非自愿改变航程造成未按运输合同完成运输而使旅客申请退票，为非自愿退票，按以下规定办理：

(一) 客票全部未使用，退还全部已付票款；

(二) 客票已部分使用，扣除已使用航段相应票款，退还余额，不收取任何手续费。

第六条 自愿退票

旅客自愿要求退票，按以下规定办理；

(一) 客票全部未使用，从已付票款中扣除所有适用的服务费或退票费，退还余额；

(二) 客票已经部分使用，从已付票款中扣除已使用航程部分的适用票价，再扣除所有适用的服务费或退票费，退还余额。

第七条 拒绝退款权

(一) 按照适用运价及首航有关规定不能办理退票的，首航有权拒绝退票。

客票上注明不得退票或无余额可退的客票，税款（不含燃油）可单独退还，不收取手续费。

(二) 提供给首航或政府作为准备离境证明的客票，首航不予退票。但如果旅客确已取得居留许可或将改乘其他承运人航班或使用其它运输方式离境的，在旅客提供给首航认为合理的证明后，首航可予以退票。

第十二章 航空器上的行为

第一条 一般规定

旅客如果在飞机上的行为危及飞机或飞机上任何人员或财产的安全，或妨碍机组人员履行职责，或不遵守机组的指示，或有其他旅客有理由反对的行为，首航有权采取一切必要适当的措施包括对旅客的管束，以制止这种行为。

第二条 电子设备

首航禁止旅客在飞机上使用便携式收音机、移动电话、对讲机、带遥控装置的电子设备以及有关部门和首航认定会干扰飞机安全运行的其它无线电发射装置。未经首航许可，旅客不得在飞机上使用除助听器和心脏起搏器以外的任何电子设备。

第三条 航班禁烟

首航所有航班均已禁烟，机上所有区域禁止吸烟。

第四条 安全带

旅客在机上就座时，应按要求系好安全带。

第十三章 一般服务

第一条 首航不负责为旅客提供机场区域内、机场与市区之间或在同一城市机场与机场之间的地面运输。对于此项地面运输服务提供者的行为或疏忽，首航不承担责任。

第二条 旅客在联程航班衔接地点的地面食宿费用应由旅客自理。

第三条 空中飞行过程中，首航按规定向旅客提供饮料或餐食。对于旅客要求提供超过规定的其他服务，首航可收取相应的费用。

第十四章 附加服务安排

第一条 如果首航为旅客安排由第三方提供的航空运输之外的服务，或者为旅客出具地面运输、旅馆预订或者车辆租赁等由第三方提供（非航空）运输或者服务的票证、收款凭证，在安排上述附加服务时首航仅作为旅客的代理，对于旅客能否得到此类服务及其服务质量不承担责任。第三方服务提供者的条款和条件适用于该服务。

第二条 如果首航也向旅客提供地面运输，本条件不适用于该地面运输。

第十五章 行政手续

第一条 一般规定

(一) 旅客必须完全遵守有关始发地、经停地、目的地和飞越国家的法律、法规、命令、要求、旅行规定以及承运人的规章和要求，并承担责任；

(二) 首航对其雇员或代理人为了协助旅客取得必要的证件或签证或遵守上述法律、法规、命令、要求、旅行规定等所提供的书面或其它形式的任何帮助或信息不承担责任；对任何旅客因未能取得必要的证件或签证或未能遵守上述法律、法规、命令、要求、旅行规定等而产生的后果，首航也不承担责任。

第二条 旅行证件

(一) 旅客应当出示有关国家法律、法规、命令或规定所要求的出境、过境、入境、健康和和其它证件，应当允许首航收存其副本或复印件；

(二) 旅客未能遵守适用法律、法规、命令、要求、规定或所持证件不完备，或者旅客不允许首航收存其证件副本或复印件，首航保留拒绝运输的权利。

第三条 拒绝过入境

(一) 由于旅客未获准过境或进入目的地国家，首航按照有关国家的政府命令将旅客运回其始发地或其它地点时，该旅客应按首航规定支付其适用票价；

(二) 用于运送至拒绝入境地点或遣返地的客票，首航不予办理退款。

第四条 罚金、拘留费等

旅客对于因其未能遵守有关国家法律、法规、命令、要求、旅行规定或未能出示所要求的证件而造成首航支付或垫付的罚金、罚款或承担的任何费用应当足额偿还。

第五条 海关检查

(一) 海关或其他政府人员要求检查其托运行李或非托运行李时，旅客应当到场接受检查；

(二) 由于旅客未能遵守上述规定，首航对旅客由此受到的损失或损坏不承担责任。

第六条 安全检查

旅客及其行李应当接受政府或机场行政人员或首航的任何安全检查。首航对此种检查给旅客造成的任何身体伤害、物品丢失或损坏，不承担责任，除非此种伤害、损坏或丢失是由首航的过错造成的。

第七条 法律法规

首航因遵守有关国家法律、政府法规、指令、命令或规定，决定拒绝或已经拒绝对旅客提供运输服务的不承担责任。

第十六章 责任及限额

第一条 在蒙特利尔公约及以下规定的责任限额内，首航对旅客在飞机上或者上、下飞机过程中的事故造成旅客人身伤亡的，应当承担损害赔偿赔偿责任。但是，旅客的人身伤亡完全是由于旅客本人的健康状况造成的，首都航空不承担责任。

第二条 旅客托运行李在首航飞机上或者处于首航掌管之下的任何期间内发生毁灭、遗失或者损坏的，首航应当承担赔偿责任。但是托运行李的毁灭、遗失或者损坏是由于行李固有缺陷、质量或者瑕疵造成的首航不承担责任。另外，首都航空对行李的外部损伤和正常磨损不承担责任，例如：行李的外部支出部分如：带子、口袋、拉杆、挂钩、轮子或者其他黏附在行李的部分的损坏和超大/超包装的行李的损坏。

第三条 因首航或者首航雇员、代理人的过错造成旅客非托运行李发生毁灭、遗失或者损坏的，首航应当承担损害赔偿赔偿责任。

第四条 旅客、行李在航空运输中因延误引起的损失，首航应当向旅客承担赔偿责任。但是首航证明本人及其雇员、代理人为了避免损失的发生，已经采取一切合理措施或者不可能采取此种措施的，首航不对因延误引起的损失承担责任。

第五条 首航和其它承运人依据一本客票或者连续客票履行的运输，应当被视为一个单一的运输。首航仅对发生在首航承运航班上的损失承担责任，与旅客航程有关的其它承运人对旅客的运输责任受其各自的运输条件约束。

首航为其他承运人的航班填开客票或办理行李托运时，只作为其他承运人的代理人。对于托运行李，旅客可以向客票或行李票上列明的第一或者最后承运人索赔。

第六条 本章所述损失是由索赔人或者索赔人从其取得权利的人的过失或者其他不当作为、不作为造成或者促成的，应当根据造成或者促成此种损

失的过失或者其他不当作为、不作为的程度，相应全部或者部分免除首航对索赔人的责任。旅客以外的其他人就旅客死亡或者伤害提出赔偿请求的，如果损失是旅客本人的过失或者其他不当作为、不作为造成或者促成的，同样应当根据造成或者促成此种损失的过失或者其他不当作为、不作为的程度，相应全部或者部分免除首航的责任。

本条款适用于本条件中的所有责任条款。

第七条 对于因首航遵守适用的法律、法规、政府规章和规定或由于旅客不遵守上述法律、法规、政府规章和规定而引起的任何损失，首航不承担责任。

除本条件另有规定外，按照公约的规定，承运人对旅客可补偿的损害仅限于经证实的损失和费用。承运人对间接的或随之引发的损失不承担责任。

首航的运输合同，包括本条件以及免除或限制责任的条款，同样适用于首航的代理人和受雇人。在任何情况下，从首航及首航的代理人和受雇人获取的赔偿总额不得超过首航的责任限额。

第八条 属于公约界定的国际航空运输，应当适用公约的责任规则。不属于公约界定的国际运输，对由于运输造成的旅客和行李的任何损害，我们按照蒙特利尔公约的相关规定承担赔偿责任。

除非有明确规定，本条件不应使首航放弃适用根据公约或适用法律的任何免除或限制首航责任的规定。

第九条 人身损害赔偿责任限额

首航根据本章第一条对每名旅客承担损害赔偿 responsibility 时，对有下列情形之一的其赔偿责任限额不超过蒙特利尔公约规定的适用限额：

(一) 旅客伤亡不是由于首航或者首航雇员、代理人的过失或者其他不当作为、不作为造成的；

(二) 旅客伤亡是由于第三人的过失或者其他不当作为、不作为造成的。

第十条 延误及行李、货物的赔偿责任限额

在行李运输过程中造成行李毁灭、遗失、损坏或者延误的，首航对每名旅客的赔偿责任限额以蒙特利尔公约相关规定为准。

第十一条 如果旅客的托运行李损坏，首航按照行李降低的价值赔偿或负担修理费用。

首航对因旅客的行李或内装物品导致的任何损害不承担责任。旅客的行李或内装物品对他人、他人的财产包括其它行李或其内装物品和首航的财产造成损害的，旅客应当承担赔偿责任。

首航对于根据本条件所规定的不得作为行李运输的物品和不得作为托运行李运输的物品，无论其损害如何，均不承担责任。如果在旅客的托运行李中夹带了本条件不建议作为托运行李运输的物品，对此类物品的任何遗失、损坏，首航按一般行李承担责任。

旅客收受托运行李未当场提出异议的，视为首航已完成运输行李义务并完好交付旅客的初步证据。旅客发现托运行李毁灭、损坏的，应当在收到托运行李之日起七日内以书面形式向首航提出异议；托运行李发生延误的，旅客应当自收到行李之日起二十一日内以书面形式向首航提出异议。

第十七章 其他

第一条 本条件共有中文和英文两种版本，两种文本同等效力，如发生语义冲突，以中文版本为准。

第二条 本条件文本已报中华人民共和国民用航空局华北地区管理局备案，自 2018 年 11 月 5 日起正式生效并施行，在此日期之后订立的运输合同适用本条件。

第三条 本条件生效后，首航有权修改本条件文本，但新的《北京首都航空有限公司旅客、行李国际运输总条件》生效日之前已经订立的运输合同仍适用本条件。

本条件的解释权归北京首都航空有限公司。

Beijing Capital Airline General Conditions of International Carriage for Passengers and Baggage

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Article 1 Definitions

1 The definitions of the following expressions in the “Beijing Capital Airline General Conditions of International Carriage for Passengers and Baggage” (hereinafter referred to as the Conditions), except where the specific article otherwise requires or where it is otherwise provided, are as follows:

1.1 “Convention”, refers to the instrument(s) used according to the stipulations of the contract: “The Convention for the Unification of Certain Rules Relating to International Carriage by Air”, signed in Warsaw, October 12, 1929 (hereinafter referred to as the Warsaw Convention); “The Warsaw Convention as Amended at The Hague”, signed in The Hague, September 12, 1955 (hereinafter referred to as the Hague Protocol); “The Convention for the Unification of Certain Rules for International Carriage by Air”, signed in Montreal on May 28, 1999 (hereinafter referred to as the Montreal Convention).

1.2 “International Carriage” means, unless otherwise provided by a Convention, transportation which, according to the contract of carriage concluded by the parties, either the place of departure of carriage or the destination or an agreed stopping place, whether or not there is a break or transfer in the transportation, is not inside the borders of the People’s Republic of China.

1.3 “Carrier” means the public air transportation corporation who issues the Ticket, transports or commits to transport the passenger listed on the ticket and their baggage.

1.4 “Code Share Flights” means a carrier uses its flight number on the other operating carrier’s aircraft.

1.5 “Issuing Carrier” means a carrier, whose Digital Code appears on the Ticket.

1.6 “Beijing Capital Airline Regulations” means those regulations (http://www.jdair.net/b2c/frontend/information/forwarding_clause_international.jsp), which will be in effect for both sides once the ticket is issued, and are legally formulated and released by Beijing Capital Airline for the purpose of supervision of its passengers and transportation of their baggage. Effective applicable ticket fares and conditions are included.

1.7 “Authorized Sales Agent” means a passenger sales agent who has been appointed by the carrier to represent the carrier in the sale of air transportation and also, having gained its authorization, for other carriers.

1.8 “Authorized Ground Handling Agent” means the enterprise which has been authorized by JD to provide, on our behalf and within the scope of authorization, the passenger and baggage handling services for the flights operated by JD.

1.9 “Passenger” means any person, except members of the crew, carried or to be carried by an aircraft pursuant to the agreement of the Carrier.

1.10 “Children” means any person whose age is above two (2) years and below twelve (12) years on the date of the commencement of travel.

1.11 “Infant” means any person whose age is above fourteen (14) days and below two (2) years on the date of commencement of travel.

1.12 “Booking” means the seat, class of travel and the weight and volume of baggage that are allowed for.

1.13 “Flight” means an act of flying performed along a specific air route at a specific time on a specific date.

1.14 “Ticket” means a valid document sold or approved and ensured by the carrier or its authorized agent, including paper tickets and electronic tickets. A

paper ticket is proof of the so-called “Ticket and the baggage check”, which is issued by the Carrier or its authorized agent. A paper ticket contains information including the conditions of the contract of transport, statements, notices, and the flight and passenger coupon.

1.15 “Electronic Ticket”, is a replacement for a paper ticket, whereby the information on the paper ticket is stored in the system database in the form of electronic data, and serves as proof of sale, account and transportation.

1.16 “Conjunction Ticket” means a ticket issued to a passenger in conjunction with another ticket, which together constitute a single contract of carriage.

1.17 “Days” means calendar days, including all seven days of the week; provided that, for the purpose of passenger notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the day upon which the flight commences, shall not be counted.

1.18 “Passenger Coupon” means that portion of the Paper Ticket, which is so marked and which is to be retained by the passenger for the duration.

1.19 “Flight Coupon” means that portion of the Electronic Ticket that bears the notation “good for passage”, indicating that this flight coupon is used for transportation between two appointed places.

1.20 “Itinerary/Receipt” means a paper document that contains information such as passenger name, route and price, etc.

1.21 “Baggage” means such articles carried by a passenger that are necessary or appropriate for his/her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it shall include both checked and unchecked baggage (carry-on) of the passenger.

1.22 “Checked Baggage” means Baggage of which the carrier takes sole custody and for which the carrier has issued a baggage check.

1.23 “Unchecked Baggage” means any baggage of the passenger which the passenger takes sole custody of other than checked baggage, also referred to as “carry on baggage.”

1.24 “Baggage Tag” refers to the label that distinguishes the baggage and the document that allows the passenger to receive checked baggage.

1.25 “Excess Baggage” means the portion of baggage which exceeds the free baggage allowance calculated by weight or piece.

1.26 “Agreed Stopping Places” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in the carrier’s timetables as scheduled stopping places on the passenger’s route.

1.27 “Stopover” means a deliberate interruption to the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by the Carrier.

1.28 “Damages” refers to losses incurred through bodily injury or death of a passenger sustained and caused in or related to the transportation provided by the Carrier, damage to or destruction of Checked Baggage and other damages.

1.29 “Normal Fare” means the highest fare established for a first, business or economy class service during the period of applicability, including the corresponding fares of children’s and infant’s tickets.

1.30 “Special Fare” refers to fares other than normal fares.

1.31 “SDR” means a Special Drawing Right as defined by the International Monetary Fund.

Article 2 Scope of Use

2.1 General

2.1.1 Except as provided in 2.1.2, 2.2 and 2.3, these Conditions apply to all international and regional (Hong Kong, Macao and Taiwan included) carriage of passenger and baggage on the civil aircraft for which Beijing Capital Airline are paid.

2.1.2 These Conditions also apply to no-charge and reduced fares carriages except to the extent that Beijing Capital Airline has provided otherwise in its regulations or in the relevant contracts or tickets.

2.1.3 Unless otherwise provided, in the event of any inconsistency between these any other regulations Beijing Capital Airline may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

2.2 Charter

According to the transportation incorporated in the charter agreement, passengers and baggage that have been accepted to transportation by charter should accord with Beijing Capital Airline charter agreement provisions. These Conditions shall be taken as final when the carriage is outside the charter agreement.

2.3 Codeshare

Our Conditions of Carriage also apply to codeshare flights operated by JD.

2.4 Exceptions

To the extent that any provision contained or referred to herein is contrary to

anything contained in the Conventions, laws, government regulations, orders or requirements, those Conventions, laws, government regulations, orders or requirements shall be taken as final. The other provisions of these Conditions remain valid.

Article 3 Tickets

3.1 Ticket is Evidence of the Contract of Carriage

The ticket is evidence of the contract of carriage between the issuing carrier and the passenger. The carrier will provide carriage only to the passenger holding such a ticket, or any other carrier document issued by the carrier or its authorized agent and will assume liability pursuant to these carriage provisions. The ticket remains at all times the property of the issuing Carrier. The Conditions of Contract contained on the ticket are a summary of some of the provisions of these Conditions of Carriage.

3.2 Provisions for Using Tickets

A person who uses an electronic ticket shall not be entitled to be carried on a flight unless that person provides valid identification and valid status of the electronic ticket checked by Beijing Capital Airline or its ground service agent. The electronic ticket itinerary only records the passenger's travel information, and cannot be regarded as the necessary evidence for the passenger to check in and have security inspection.

3.3 Ticket not Transferable

3.3.1 Tickets are not transferable.

3.3.2 If someone other than the person entitled to be carried on a ticket travels pursuant to that ticket or is given a refund in connection therewith, Beijing Capital Airline shall not be liable to the person with the original right to use of the ticket.

3.3.3 If a ticket were to be used or refunded by any person other than the person

entitled to be carried, Beijing Capital Airline would not be liable to the person entitled to be carried or refunded.

3.4 Period of Validity of the Ticket

3.4.1 A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket, these Conditions or Beijing Capital Airline Regulations.

3.4.2 The validity period of a special fare ticket is calculated according to Beijing Capital Airline Regulations.

3.4.3 The validity of a ticket is calculated from the date of commencement of travel or 00:00 of the day following the day upon which a ticket is issued to 00:00 of the day following the expiration date.

3.5 Extension of Validity of the Ticket

3.5.1 If for the following reasons, the passenger is prevented from travelling within the period of validity of the ticket, the validity of the passenger's ticket will be extended until Beijing Capital Airline first flight on which space is available in the class of service for which the fare has been paid:

1. Cancellation of the flight on which the passenger holds a reservation;
2. Omission of a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
3. Failure to operate a flight reasonably according to schedule;
4. Causing the passenger to miss a connection;
5. Inability to provide a previously confirmed space;

6. Unable to provide a seat in the class of service the passenger has paid for.

3.5.2 When a passenger, after having commenced his/her journey, is prevented from travelling within the period of validity of his/her ticket by reason of illness, Beijing Capital Airline will extend the period of validity of that passenger's ticket until the date when he/she becomes fit enough to travel according to a medical certificate, or until Beijing Capital Airline 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, except where Beijing Capital Airline regulations provide otherwise. When the flight coupons remaining in the ticket include one or more stopovers, the validity of the ticket, subject to Beijing Capital Airline Regulations, will be extended for no more than three months from the date when the passenger becomes fit to travel according to the medical certificate. In such circumstances, Beijing Capital Airline will extend similarly the period of validity of tickets of other members of his or her immediate family (a maximum of two) accompanying an incapacitated passenger.

3.5.3 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 period of validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's ticket 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 of longer than forty-five (45) days from the date of the death shown on the death certificate. Accompanying passengers are limited to two.

3.6 Coupon Use Sequence

3.6.1 Beijing Capital Airline will honor flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket.

3.6.2 Beijing Capital Airline may not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his journey at any stopover or agreed stopping place.

3.6.3 Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage by Beijing Capital Airline in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, electronic coupons, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant fare and the availability of space on the flight applied for.

3.6.4 If the passenger fails to or has failed to use the flight coupons in sequence, Beijing Capital Airline is entitled to re-compute the fares in accordance with the Regulations for the use of said coupons and the passenger is liable to pay Beijing Capital Airline for any difference between the recomputed fares and the fares already paid by or due from the passenger.

Article 4 Fares and Fees

4.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town centers.

4.2 Applicable Fare

Applicable fares for carriage are published by Beijing Capital Airline or those on behalf of Beijing Capital Airline or, if not so published, constructed in accordance with Beijing Capital Airline Regulations. Except where it is otherwise expressly provided, 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 Routing

Fares apply only to routing published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, it is up to Beijing Capital Airline to provide routing for the passenger to select and confirm.

4.4 Taxes and Charges

Except as required by any applicable law, a tax or charge imposed by a government or other relevant authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger.

It is up to Beijing Capital Airline to collect the payment. When the passenger purchases tickets, Beijing Capital Airline will inform of the specific taxes and charges not included in the ticket price, except as required by law.

4.5 Currency

Except where otherwise provided, passengers should pay fares and charges in the currency of the place of issuance of the ticket. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange displayed after calculation on the information system.

Article 5 Reservations

5.1 General

5.1.1 A reservation is not confirmed until it is recognized by Beijing Capital Airline or its Authorized Agent. Only when the passenger has paid for his ticket within the reservation and ticketing time limit prescribed in Beijing Capital Airline Regulations and the ticket is issued by Beijing Capital Airline or its Authorized Agent, and the reservation entered on the appropriate flight coupon, is a reservation considered valid and effective.

5.1.2 As provided in Beijing Capital Airline Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations. For specific provisions regarding such ticket prices, please refer to the corresponding transportation price provisions.

5.2 Ticketing Time Limit

If the passenger has not paid for his/her ticket within the prescribed ticketing time limit, the reservation may be cancelled by Beijing Capital Airline or its Authorized Agent.

Passengers must produce your valid ID at the time of ticket purchase. The valid ID you use at the time of ticket purchase must be the same as that you use at the time of check-in.

5.3 Personal Data

The passenger recognizes that personal data has been given to Beijing Capital Airline for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements. For these purposes the

passenger authorizes Beijing Capital Airline to retain such data and to transmit it to government organizations, its own offices, other carriers or the providers of such services, in whatever country they may be located.

5.4 Seating

Except for providing seats for passengers who have a reserved flight and class of cabin, Beijing Capital Airline does not guarantee to provide any particular seat in the aircraft. Because of the need for travel, safety and security, the carrier will maintain his/her allotted or reallocated seating right on the plane, even after the passenger has boarded the plane.

5.5 Reconfirmation of Reservation

Beijing Capital Airline does not require reconfirmation of reservations for continuing or return flights that have already been booked. However, if the ticket contains flights which connect to another carrier's flight, it may be subject to the operating carrier's requirement of reservation reconfirmation. In the event of failure to comply with any such requirement, the carrier has the right to cancel the passenger's reservation and Beijing Capital Airline is not liable to the passenger for loss or expense resulting from this. Passengers should first inquire about reconfirmation of reservation requirements of the other relevant carriers, and if reconfirmation of reservations is required, the passenger should comply with the reconfirmation rule directly with the carrier whose code is shown on the ticket.

5.6 The carrier will cancel the continuing flight seat

Beijing Capital Airline has the right to cancel any continuing flight seat if a passenger doesn't use the reserved seat ahead and reconfirm the continuing flight seat after.

5.7 Reserve seat priority (except as required by law)

5.7.1 Passengers who request confirmed seat with totally or partially open ticket have no right to reserve seat with priority.

5.7.2 Passengers who request changing ticket with totally or partially confirmed ticket have no right to reserve seat with priority.

5.7.3 As to passengers who involuntarily change route, they can reserve seat with priority if condition permits.

Article 6 Check-in and Boarding

6.1 Check-in

6.1.1 Cut-off times for check in are different at each airport. The passenger shall arrive at the airport within the prescribed time limit to complete travel document inspection, baggage checking and boarding pass issuance with valid personal identification and travel documents. The carrier has the right to cancel your reservation if you fail to complete check-in before the specified check-in deadline.

6.1.2 The passenger who has made a reservation can check-in directly at the check-in counter, while those who haven't made a reservation shall be processed as a standby at check-in according to Beijing Capital Airline Regulations.

6.2 Boarding

The passenger shall arrive in sufficient time at Beijing Capital Airline given boarding gate after check-in and completing all government formalities. If the passenger fails to arrive in time or appears improperly documented or not ready to travel, Beijing Capital Airline may cancel the reserved space for the purpose of not delaying the flight's departure, and without the liability to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

Article 7 Carriage Refusals and Restrictions

7.1 Right to Refuse Carriage

Beijing Capital Airline may refuse carriage of any passenger or passenger's baggage for reasons of safety or in the exercise of its reasonable discretion due to following circumstances:

7.1.1 In order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or through.

7.1.2 The carriage of you or your Baggage may endanger or affect the safety, health, convenience, comfort of other passengers or crew members.

7.1.3 The passenger have committed misconduct during the transport by air ever before, and the carrier have reason to believe that such misconduct could occur again.

7.1.4 The passenger has failed to observe the instructions of Beijing Capital Airline or the government, or has not abided by the Beijing Capital Airline crew's arrangement and advice.

7.1.5 The passenger has not, according to the regulations, paid the applicable fares or taxes or Beijing Capital Airline does not accept his/her credit payment.

7.1.6 The passenger does not show his passport, visa or other valid travel documents.

7.1.7 The passenger may seek to enter a country illegally through which he is in transit, or may destroy his documentation during the flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by Beijing Capital Airline.

7.1.8 The ticket has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or has been reported

as being lost or stolen, or is a counterfeit ticket, or the person presenting the ticket cannot prove that he is the person named in the ticket.

7.1.9 Passengers have failed to comply with the requirements set forth above concerning coupon sequence and use, or has been altered by anyone other than the Carrier or its Authorized Agent, or has been mutilated. Beijing Capital Airline reserves the right to retain such tickets.

7.2 Beijing Capital Airline has the right to determine the carriage of passenger and baggage when the actual passengers exceed the maximum load of the aircraft. Beijing Capital Airline will inform such passengers before the airplane takes off and the ticket will be dealt with as an involuntary endorsement or involuntary refund.

7.3 Limitations on Carriage

Acceptance for the carriage of unaccompanied-children, incapacitated persons, pregnant women, persons with an illness or those passengers requiring special assistance may be subject to prior arrangement with Beijing Capital Airline, in accordance with Beijing Capital Airline Regulations and applicable laws.

7.4 Arrangements for Passengers refused to be carried

When travelling with Beijing Capital Airline, in the event of the carriage of a passenger or baggage being refused, the carriage service department will carry out the necessary post-processing for passengers and baggage.

Article 8 Baggage

8.1 Items Prohibited and Limited as Baggage

8.1.1 Items which are unacceptable as baggage

8.1.1.1 Items which do not constitute baggage as defined in Article 1 hereof.

8.1.1.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the Dangerous Goods Regulations of the International Air Transport Association (IATA), the Transport of Dangerous Goods Regulations, and the prohibited & restricted items for checked and cabin baggage for civil aviation passengers of Civil Aviation Administration of China (CAAC) and in Beijing Capital Airline Regulations. Especially those following prohibited articles: explosives, compressed gases, corrosive substances, oxides, radioactive or magnetized objects, flammable, poisonous, dangerous or irritating substances. For more information about the relative substances, please contact Beijing Capital Airline.

8.1.1.3 Guns ammunitions knives or other similar items or replicas of the above items. But firearms and ammunitions for hunting and sporting purposes can be accepted as checked baggage, subject to the requirements set forth in Article 8.1.3.2.

8.1.1.4 Items whereby the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or as part of a stopover.

8.1.1.5 Items which are unsuitable for carriage by reason of their package, shape, weight, size or character.

8.1.1.6 Live animals, except as provided for in 8.11 of this Article.

8.1.2 Items which are not transported as checked baggage

The passenger shall not include in checked baggage fragile or perishable items, money, jewelry, antiques, precious metals, gold and silver products, negotiable papers, securities, bank cards, credit cards or other valuables, business, government or private documents, passports and other identification documents, samples, medicine or medical devices or equipment, keys, computers, video cameras, cameras, mobile phones or other valuable electronics. Beijing Capital Airline is not liable for losses or expenses caused by a passenger's negligence.

8.1.3 Items which are limited in transportation

The following items, which may be agreed to by Beijing Capital Airline and in accordance with Beijing Capital Airline Regulations, are permitted to be transported.

8.1.3.1 We recommend that precision instruments and electric devices be carried as cargo. If they are carried as checked baggage, they must be properly packed, their weight is not factored into the free baggage allowance, and baggage fee must be paid for such baggage separately based on the standards on excess baggage fee collection.

8.1.3.2 Guns for sporting purposes may be accepted as Checked Baggage with a gun carriage permit or proof of approval from the State General Administration of Sports. Application is required before airline agrees to transport. Guns must be unloaded with the safety catch on, and be suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations, as well as applicable national laws, regulations, or orders from countries of departure, arrival and those in passing.

8.1.3.3 The forbidden to carry goods, such as sharp instruments, blunt objects,

etc., which are prohibited by the CAAC, can be carried as luggage.

8.1.3.4 Dry ice, liquid drinks, cosmetics containing alcohol.

8.1.3.5 Electric wheelchair that passenger uses during travel because the passenger becomes less mobile due to illness, health and age or due to leg bone fracture.

8.1.4 Items that shall have an exemption baggage tag attached

Due to the value, nature of contents or possible passenger negligence which would lead to controversy when accepting baggage, Beijing Capital Airline shall attach an exemption baggage tag to exempt the corresponding responsibility of Beijing Capital Airline except where inconsistent with the Convention. Such baggage may include:

8.1.4.1 Fragile and easily damaged baggage

8.1.4.2 Improperly packed baggage

8.1.4.3 Small animals, fresh and alive objects, perishable goods or perishable goods carried in the baggage

8.1.4.4 The passenger was late in presenting the baggage for transportation

8.1.4.5 Damaged baggage

8.1.4.6 Checked Baggage whose weight and size is out of the limitation regulated by the carrier or oversized baggage

8.1.4.7 Unlocked baggage or baggage with a broken lock

8.1.4.8 Unchecked Baggage whose size exceeds the limitation of the baggage in the cabin

8.2 Right to Refuse Carriage

8.2.1 Beijing Capital Airline may refuse carriage of baggage of such items described in 8.1.1 of this Article and may refuse further carriage of any such

items on discovery thereof during carriage.

8.3 Right of Check

For reasons of carriage safety and security, Beijing Capital Airline can check passenger's baggage according to the regulation. For the purpose of determining whether passenger carried or carried secretly items in the baggage described in 8.1.1 and 8.1.3 above, Beijing Capital Airline may check, scan or X-ray check the passenger's baggage even if he or she does not present. If any damage occurs because of the X-ray check or scan, Beijing Capital Airline takes no responsibility unless the damage is the result of Beijing Capital Airline negligence. If the passenger is unwilling to comply with such a request, Beijing Capital Airline may refuse to carry the passenger or the baggage.

8.4 Checked Baggage

8.4.1 Upon delivery to Beijing Capital Airline of baggage to be checked, Beijing Capital Airline shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

8.4.2 Passengers shall label the name, contact method or other personal identification mark on the inside or outside of the checked baggage.

8.4.3 Best efforts should be made by Beijing Capital Airline for checked baggage to be carried on the same aircraft as the passenger, however for the purpose of safety, security or transportation, in the event passenger's checked baggage cannot be transported with the same aircraft, Beijing Capital Airline should explain to the passenger its intention to carry the checked baggage on the next flight on the condition that the security is confirmed and space is available. 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.

8.4.4 Unless otherwise specified, the weight and dimensions of checked baggage may not exceed Beijing Capital Airline regulations, those that exceed the regulations should be transported as cargo.

8.5 Unchecked (Carry-On) Baggage

8.5.1 Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin.

8.5.2 Unless otherwise specified, the total weight of carry-on baggage for business class should not exceed 10kg (5kg for each piece), for economy class should not exceed 5kg. And the maximum volume for each piece should not exceed 20cm x 40cm x 55cm. Under the piece calculation system, unchecked baggage taken into the cabin business class may not exceed 2 pieces, economy class may not exceed 1 piece and 5kg/piece and the total length of its three edges may not exceed 115cm. Baggage which exceeds the above regulations should be transported as checked baggage.

8.5.3 If the weight or size of the passenger's baggage goes against the regulations of 8.5.2, and is unsuitable to be transported in the cargo compartment, such as a delicate musical instrument, the passenger shall inform Beijing Capital Airline in advance if he or she wants to carry it as unchecked baggage. Only after receiving consent from Beijing Capital Airline may the baggage may be carried into the cabin. Charges will be issued according to the seat space taken up in the cabin.

8.6 Free Baggage Allowance

8.6.1 In international transportation managed by Beijing Capital Airline, free baggage allowance may be calculated by weight and piece. Passengers should comply with the free baggage allowance according to the conditions and limits regulated by Beijing Capital Airline.

8.6.2 In the case of Passengers buying tickets at different fares for different segments, the free baggage allowance can be calculated according to the free baggage allowance regulated on different flight legs.

8.6.3 Where two or more passengers, travelling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, their free baggage allowance may be calculated together according to the standard ticket price level regulations of each.

8.6.4 In the event of a voluntary itinerary change, the free baggage allowance should follow the regulation applied to free baggage allowance of the ticket price level after the itinerary change. If it is an involuntary itinerary change, the free baggage allowance follows the original regulations.

8.6.5 Weight calculation of free baggage allowance

In addition to some specified regulations of Beijing Capital Airline, the free baggage allowance of the checked baggage and unchecked baggage of every passenger is managed according to the following regulations:

8.6.5.1 Unless otherwise specified, there is a 40kg free baggage allowance for each first-class adult passenger; a 30kg free baggage allowance for each business-class adult passenger; and a 20kg free baggage allowance for each economy class adult.

8.6.5.2 Children or infants traveling on child tickets have the same free baggage allowance regulated in 8.6.5.1. Infants paying 10% of an adult fare have 10KG free baggage allowance and a pushchair may be checked free of charge.

8.6.6 Piece calculation of free baggage allowance

Piece calculation of baggage allowance will be handled according to the flight

regulations of each route.

8.7 Excess Baggage

8.7.1 Excess baggage can be carried only after the passenger pays the excess baggage charge and Beijing Capital Airline issues an excess baggage check.

8.7.2 Unless otherwise specified, if baggage exceeds the weight limit specified, the excess baggage charge per kilogram is 1.5% of the highest valid economy adult direct one way fare on the day of the issuance of the excess baggage check.

8.7.3 Each piece of baggage exceeding the piece calculation baggage allowance will be charged according to the relevant regulations.

8.8 Value Declaration and Charge

8.8.1 A passenger may declare a value for checked baggage if the value of the baggage is more than the limit specified in the Convention.

8.8.2 The value declared cannot be in excess of the real value of the checked baggage. The value of passengers' Baggage can be declared at the value of 2,500 USD or equivalent currency at most.

8.8.3 Beijing Capital Airline will charge the additional value declaration expenses at \$1 for every \$100 (charge \$1 if less than \$100). If the value declared by the passenger is over the regulated declaration value in 8.8.1.

8.8.4 Beijing Capital Airline does not apply value declaration to unchecked baggage, seat baggage, diplomatic bags and other special items, for example musical instruments. For specific inquiries, please contact Beijing Capital Airline or its authorized agent.

8.8.5 Beijing Capital Airline does not apply value declaration to any small animal carried by a passenger.

8.8.6 If partial transportation of the baggage with value declaration is carried by

other carriers that do not offer a value declaration service, Beijing Capital Airline has the right to refuse the offer value declaration service for Carried Baggage.

8.8.7 In the case of return of Baggage with value declared, a surcharge paid for the Baggage declared value will be refunded if the return of Baggage is made at the place of departure, but will not be refunded if the return of Baggage is made at a stopping place.

8.9 Delivery of Baggage

8.9.1 Passengers shall claim their baggage at the destination or stopover with their checked baggage identification tag as early as possible.

8.9.2 Beijing capital Airline delivers the baggage according to the baggage identification tag, whether the checked baggage's collector is the passenger himself/herself or not, for which Beijing Capital Airlines will not bear any responsibility of the loss and expense.

8.9.3 When claiming the baggage without showing the baggage check and identification tag, a proof approved by Beijing Capital Airline should be presented, or agreement of the compensation of possible damage to Beijing Capital Airline according to regulation should be declared when necessary, then he or she can claim the baggage.

8.9.4 When passengers claim baggage and do not offer a written objection, it will create a rebuttable presumption that the baggage has been delivered according to the transportation contract.

8.10 Special regulations for carriage of seat baggage, fragile, precious objects and diplomatic bags

8.10.1 Seat Baggage

8.10.1.1 If the baggage has to take up a seat, the passenger should request space in advance when reserving the seat and the baggage can only be transported with the permission of Beijing Capital Airline.

8.10.1.2 The passenger takes responsibility for the seat baggage he or she carries. The weight of seat baggage for each seat may not be in excess of 75kg and the baggage should be properly packed. To guarantee the safety of the flight, the seats of the passengers and their seat baggage shall be designated by Beijing Capital Airline and for the entire trip the baggage should be secured by safety belt. When necessary, the baggage should be fastened by a cross arm brace.

8.10.1.3 Seat baggage is not included in free baggage allowance and the fare is charged according to the available Reservations Booking Designator' ticket fare.

8.10.1.4 If the transportation is managed by successive carriers, the agreement of the corresponding successive carriers should be obtained.

8.10.2 Fragile or valuable baggage will be dealt with in addition to the regulations in these conditions; if the baggage requires a seat, management should follow 8.10.1.

8.10.3 Diplomatic bags

8.10.3.1 According to the request of diplomatic couriers, Beijing Capital Airline can treat this as checked baggage and the carrier bears only the normal checked baggage responsibility.

8.10.3.2 If diplomatic bags require seats, 8.10.1 is applied.

8.11 Animals

8.11.1 Small Animals

8.11.1.1 The term "small animals" means dogs, cats, and other domestic household pets. Wild animals and other animals with strange shapes or those that

are liable to injure people (e.g., snakes) are not included in the category of small animals.

8.11.1.2 If a passenger checks through small animals, the animals should be properly put in a suitable container 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.

8.11.1.3 If accepted as checked baggage, the animal, together with its container and food, shall not be included in the free baggage allowance, but shall constitute excess baggage, for which passengers are obligated to pay the applicable charges.

8.11.1.4 Beijing Capital Airline has the right to decide the method of transportation for small animals. Beijing Capital Airline also has the right to limit the amount of pets in one airplane. Small animals should be carried in the cargo compartment.

8.11.1.5 The passenger whose small animal has caused other passengers or crew members damages or injuries will take full responsibility.

8.11.1.6 The transportation of small animals shall also comply with additional conditions in Beijing Capital Airline Regulations. For specific information, please contact Beijing Capital Airline or its authorized agent.

8.11.2 Assistance dogs, guide dogs and hearing dogs

8.11.2.1 Assistance dogs, guide dogs and hearing dogs may be taken into the cabin as required by applicable law, but they have to be secured adequately and may not occupy a seat.

8.11.2.2 Passengers bringing assistance dogs must have any applicable government health and safety permits.

8.11.2.3 When assistance dogs, guide dogs and hearing dogs are carried in the

cargo compartment, they must be in suitable containers.

8.11.2.4 Assistance dogs, guide dogs and hearing dogs and their containers and food may be transported free of charge and shall not be counted in free baggage allowance.

8.11.3 Passengers are completely liable for the injury or death of the animals above, except the case that Beijing Capital Airline is clearly responsible for the injury or death either intentionally or by accident or except as the Convention may require. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry guide dogs or hearing dogs and Beijing Capital Airline has the right to refuse the carriage of the animals subject to applicable law. Beijing Capital Airline bears no responsibility for the injury, loss, delay, disease or death of the animals after border entry or when the animals are refused border entry except as the Convention may require.

Article 9 Schedule, Delays, Cancellation of Flights

9.1 The timetable

9.1.1 Beijing Capital Airline makes every effort to abide by the published timetable transporting passengers and their luggage within a reasonable period of time. Flight time and plane model shown in schedule or other places are not guaranteed, but just predetermined time and models and do not form part of the contract of carriage.

9.1.2 Beijing Capital Airline will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Beijing Capital Airline , unless the errors or omissions are caused by Beijing Capital Airline intentionally or a knowingly reckless act or omission.

9.1.3 Beijing Capital Airline may change flight schedules after selling tickets. Beijing Capital Airline attempts to contact passengers about schedule change information, if passengers provide valid contact information. If Beijing Capital Airline makes a major change of flight timetable that passengers cannot accept and Beijing Capital Airline cannot arrange acceptable alternative flight accommodations for customers after selling the tickets, passenger can request a refund in accordance with the provisions of article 11.5.

9.2 The cancellation and changes of flights

As one of the following conditions, Beijing Capital Airline may cancel, terminate, modify, extend or delay the flights without prior notification.

9.2.1 To abide by the laws, regulations and orders of the state.

9.2.2 To guarantee the safety of flight

9.2.3 A reason carrier cannot control or predict

9.3 Arrangements for Irregular flights

Due to one of the 9.2 listed reasons, if Beijing Capital Airline cancels or delays its flight or fails to provide an already reserved seat to the passenger (including desired class) ; Or causes passengers fail to arrive at the point of stopover or destination, or causes passengers holding reserved seats flight to miss connections, it will consider the reasonable needs of travelers to take the following measures for passengers to select:

9.3.1 Rebook the passenger on its first subsequent flights on which space is available or assist the passenger in rebooking on another carrier.

9.3.2 Provide a refund according to the relative regulations about involuntary refund in article 11. 5.

9.3.3 Assist the passenger in certain services such as accommodations and ground transportation.

9.4 Limited liability

In addition to those measures above, Beijing Capital Airline takes no further responsibility to the passenger unless otherwise stated in the Convention.

9.5 Delay

Beijing Capital Airline will take all reasonable measures to avoid delay of passengers and baggage. Beijing Capital Airline does not assume responsibility if it has taken all reasonable measures or it is impossible to adopt the measures.

Article 10 Ticket Changes

10.1 When a passenger who has not yet begun travelling or has begun travelling but has not yet reached their destination requests to change the specified unused flight, destination, seat class, flight or the validity period of the Ticket, it is defined as a voluntary itinerary change. When the Carrier cancels the flight for which space is reserved, cancels the landing at the destination or the stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, and causes the passengers to change their itinerary, it is defined as an involuntary itinerary change.

10.2 The handling of voluntary itinerary changes of flight and date will be carried out in accordance with the following regulations, subject to the terms and conditions applicable to the fare under which the passenger is travelling:

10.2.1 After the itinerary change, the difference in fare and charges from the original routing shall be made up by the passenger.

10.2.2 After the itinerary change, the validity period of the new ticket shall be the same as the original one and it will be counted from midnight of the following day after the beginning of transportation specified on the first flight coupon of the original ticket.

10.3 If the execution of 9.2 in Article 9 causes the passenger to have an involuntary itinerary, the Carrier shall, with due consideration to the passenger's reasonable needs, either:

10.3.1 Rebook the passenger on its first subsequent flights on which space is available or assist the passenger in rebooking on another carrier.

10.3.2 Provide a refund according to the relative regulations about involuntary refund in article 11. 5.

10.3.3 Assist the passenger in certain services such as accommodations and ground transportation.

Article 11 Ticket Refund

11.1 General

11.1.1 On failure by Beijing Capital Airline to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements and subject to applicable fare rules, a refund for an unused ticket or portion thereof shall be made by Beijing Capital Airline or its authorized agent in accordance with this Article and with Beijing Capital Airline Regulations.

11.1.2 The passenger should request a refund within the validity period of the Ticket. Beijing Capital Airline may refuse a refund where application is made after the expiry date of the validity of the Ticket.

11.1.3 JD will refuse a refund on a ticket which has been presented to us, or to government officials, as evidence of intention to depart from a country. If passenger can prove to our satisfaction that you have obtained the permission to stay in the country or region or that you will depart from that country or region by another carrier or another means of transport, JD will make the refund to you.

11.2 Place for refund

A refund should be made at the place where the ticket was issued or another place agreed by Beijing Capital Airline or online in the case of an online purchase.

11.3 Currency

All refunds will be subject to government laws, and related regulations of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will be made in the currency in which the ticket was paid for, or in the currency of the country where the ticket was

purchased or where the refund is being made.

Refund will be made only in the original way of payment. We will calculate the amount of refund based on the amount you originally paid and the currency used. The amount of refund to be credited to passengers' original bank account of payment could vary from the amount originally debited by the card company for the ticket due to the differences in currency exchange rates. Such differences do not entitle you to make any claims against us.

11.4 Person to whom refund will be made, documents needed and discharge

11.4.1 Beijing Capital Airline shall be entitled to make a refund to the person named in the ticket.

11.4.2 If a ticket has been paid for by a person other than the passenger named in the ticket, the person applying for the refund must provide an original copy of an identification document of the person named on the ticket as well as a letter of authorization from that person while providing an original copy of his/her own identification document.

11.4.3 Except in the case of lost tickets, refunds will only be made on surrender to Beijing Capital Airline of the passenger coupon or passenger receipt and surrender of all unused flight coupons. The passenger who buys an electronic ticket should show his or her valid identity card.

11.5 Involuntary Refunds

Because of involuntary reroute, refunds will be made according to following regulations upon the passenger's request:

11.5.1 If no portion of the Ticket has been used, the entire paid fare will be refunded.

11.5.2 If a portion of the Ticket has been used, as provided in Beijing Capital

Airline Regulations, the refund amount is equal to the applicable fare for the part of the journey not traveled. No cancellation charge will be collected.

11.6 Voluntary Refunds

If the passenger wishes to refund his/her ticket and the conditions of the fare on the ticket permit, the amount of the refund shall be calculated in following regulations:

11.6.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation (refund) fees.

11.6.2 If a portion of the Ticket has been used, the refund will be 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.

11.7 Right to Refuse Refunds

11.7.1 Beijing Capital Airline may refuse refunds when a ticket is not permitted to be refunded according to applicable fares or Beijing Capital Airline Regulations.

11.7.2 In the case of the Tickets indicated as non-refundable or no balance refundable, a refund on taxes (excluding fuel) can be solely made with no charges for refund service.

11.7.3 Beijing Capital Airline may refuse a refund on a ticket which has been presented to Beijing Capital Airline or to government officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to Beijing Capital Airline satisfaction that he/she has permission to remain in the country or that he/she will depart therefore by another carrier or another means of transport.

Article 12 Conduct aboard Aircraft

12.1 general provisions

If passengers' behavior conducts aboard the aircraft have endangered the aircraft or any person or property on board, or obstructed the crew in the performance of their duties, or failed to comply with any instruction of the crew, or behaved in a manner to which other passengers may reasonably object except as required by law, Beijing Capital Airline may take all measures that it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

12.2 Electronic equipment

Passengers are prohibited from operating portable radios, mobile phones (including mobile phones in airplane mode), interphones, or transmitting devices including radio controlled toys and radio transmitters which Beijing Capital Airline considers will interfere with security of flight on board. Without Beijing Capital Airline permission, passengers cannot use any electronic devices except hearing aids and heart pacemakers.

12.3 Non Smoking On board

All flights of Beijing Capital Airline are non-smoking, and smoking is prohibited in all areas of the aircraft.

12.4 Safety belt

After taking their seats, passengers are required to fasten their safety belts.

Article 13 Common service

13.1 Beijing Capital Airline is not liable for the ground transportation service in the airport area or between airport and city downtown area or between the airport and another in the same city. Beijing Capital Airline is not liable for the acts or negligence of providers who conduct ground transportation service.

13.2 Passengers' accommodation fees at a connecting point are the responsibility of the passenger.

13.3 During flight Beijing Capital Airline provides passengers corresponding drinks and meals. Beijing Capital Airline can charge passengers accordingly, if they demand other services in excess of the prescribed.

Article 14 Additional Service Arrangements

14.1 If in the course of concluding the contract of carriage by air, Beijing Capital Airline agrees to make arrangements for the provision of additional services, Beijing Capital Airline is not liable to the passenger for any damage, loss or expense whatsoever arising from or in connection with such arrangements, except as required by law. If Beijing Capital Airline arranges non-air-carriage services provided by a third party for the passenger, or provides the passenger with a coupon or receipt certificate for non-air-carriage services provided by a third party including ground carriage, hotel reservations or vehicle rental, when arranging the aforementioned services, Beijing Capital Airline is merely acting as an agent for the passenger, and does not assume responsibility for whether the passenger receives these services or not, and does not guarantee their quality. The provisions and regulations of the third party service provider are applicable to these services.

14.2 If Beijing Capital Airline also provides ground carriage for the passenger, these conditions are not applicable to the ground carriage service.

Article 15 Administrative Procedures

15.1 General

15.1.1 The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through and with Beijing Capital Airline Regulations and instructions.

15.1.2 Beijing Capital Airline shall not be liable for any aid or information given by any agent or employee of Beijing Capital Airline to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and travel requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

15.2 Travel Documents

15.2.1 The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Beijing Capital Airline to take and retain copies thereof.

15.2.2 Beijing Capital Airline reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Beijing Capital Airline to take and retain copies thereof.

15.3 Refusal of Entry

15.3.1 The passenger agrees to pay the applicable fare whenever Beijing Capital Airline, on government order, is required to return a passenger to his point of origin or elsewhere owing to the passenger's inadmissibility into a country,

whether of transit or of destination.

15.3.2 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Beijing Capital Airline.

15.4 Fines, Detention Costs, etc.

If Beijing Capital Airline is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse Beijing Capital Airline any amount so paid or deposited and any expenditure so incurred.

15.5 Customs Inspection

15.5.1 If required, the passenger should be present at the inspection of his/her baggage, checked or unchecked, by customs or other government officials.

15.5.2 Beijing Capital Airline is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with the above-mentioned requirement.

15.6 Security Inspection

The passenger shall submit to any security checks by government or airport officials or by Beijing Capital Airline.

15.7 Laws and Regulations

Beijing Capital Airline is not liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

Article 16 Liabilities and Limitations

16.1 Subject to any limit under the Montreal convention and the limit provided below Beijing Capital Airline will be liable for damages to the passenger occurring on the aircraft or while boarding or descending the aircraft.

16.2 Beijing Capital Airline will be liable for any destruction, loss or damage to checked baggage occurring during carriage in flight or within a period controlled by Beijing Capital Airline. However, Beijing Capital Airline will not be liable for damage to baggage (including checked baggage, unchecked baggage and hand baggage) if it is caused by the defect, quality or flaw of the baggage.

16.3 Beijing Capital Airline will be liable for the damages of unchecked baggage and hand baggage caused by the mistake of Beijing Capital Airline, its employees or agents.

16.4 Beijing Capital Airline will be liable for the damage to the passenger and baggage caused by Beijing Capital Airline delay in the transportation. However, Beijing Capital Airline will not be liable for these damages if Beijing Capital Airline proves that it or its employee or agent has taken all reasonable measures to avoid the damage or that it was impossible for him/her to take such a measure.

16.5 When a ticket is used for carriage by Beijing Capital Airline and another carrier or is a non-stop passenger ticket, those carriages should be viewed as separate. Beijing Capital Airline is liable only for damage occurring on its own carriage flights. Beijing Capital Airline issuing a ticket or checking baggage over the lines of another carrier does so only as an agent for that other carrier. For checked baggage, the passenger may seek compensation from the carrier that is listed first or last on the ticket or baggage check.

16.6 If it is confirmed that the damages mentioned in this article are caused or

facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Beijing Capital Airline will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If it is confirmed by Beijing Capital Airline that a person other than the passenger requires compensation for the passenger's injury or death and such injury or death is caused or facilitated by the passenger's own fault, Beijing Capital Airline will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

This provision is applicable to all liability provisions in this article.

16.7 The carrier is not liable for any damage caused to passengers arising from our compliance with applicable laws or government rules and regulations, or from your failure to comply with the same.

Beijing Capital Airline liability for compensation is limited to compensatory damages according to these conditions. Beijing Capital Airline will not undertake any punitive, exemplary or any other non-compensatory damages under any circumstances.

JD's Contract of Carriage, including these Conditions of Carriage and exclusions or terms on limited liability specified therein, also applies to our authorized agents and our employees who act on our behalf. In no circumstance shall the aggregate amount of compensation made by JD or our authorized agents and our employees who act on our behalf be higher than the amount of our own liability, if any.

16.8 For international carriage defined in the applicable international Conventions, our liability for any damage to passengers and baggage carried is

subject to such international Conventions. For international carriage other than those defined in the applicable international Conventions, our liability for any damage to passengers and baggage carried is subject to the provisions of the Montreal Convention.

Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable law unless expressly so stated.

16.9 Compensation liability limitations for physical harm

Under the situations listed below, Beijing Capital Airline does not assume responsibility for any part of damage compensation exceeding the then-applicable limit of special drawing rights created for each passenger according to 16.1.

16.9.1 Injury or death caused to passengers that is not caused by the mistake or other misconduct or inaction by Beijing Capital Airline, its employees or agents.

16.9.2 Injury or death to a passenger that is caused by the mistake or other misconduct or inaction by a third party.

16.10 Delay and baggage, goods and compensation liability limitations

For damage caused due to delay during the passenger's carriage, the compensation owed by Beijing Capital Airline to each passenger will be limited to the then-applicable limit under the Montreal convention

For damage caused by the destruction, loss, damage or delay of baggage during baggage carriage, the compensation owed by Beijing Capital Airline to each passenger will be limited to the then-applicable limit under the Montreal convention.

16.11 If passenger's checked baggage is damaged, the carrier will make compensation based on its reduced value or the cost of its repair.

The carrier is not liable for any damage caused by passenger's baggage or its contents. The passenger shall be liable for any damage caused by your baggage or its contents to other people and property, including other baggage or contents thereof and our property.

The carrier shall have no liability whatsoever for damage to the items prohibited from carriage as baggage or in checked baggage under these Conditions of Carriage. If passenger include in your checked baggage the items specified in these Conditions of Carriage which you are recommended NOT to include in your checked baggage, such items will be treated as ordinary checked baggage if we are to be held responsible for the loss of or damage to them.

For passengers that accept checked baggage and do not raise any objection initial at the place of acceptance, this will be regarded as initial evidence of Beijing Capital Airline having already completed its obligation of transporting the baggage and handing it over to the passenger in its complete state.

If the passenger discovers that the checked baggage has been destroyed or damaged, he/she should raise an objection to Beijing Capital Airline in writing within seven days of the day he/she collected the checked baggage. If the passenger discovers a delay with the baggage, he/she should raise an objection to Beijing Capital Airline in writing within 21 days of the collection of the baggage.

Article 17 Miscellaneous

17.1 There are two versions of these Conditions, a Chinese version and an English version, and both language versions are equally authentic. In the event of any language dispute, the Chinese version will be taken as final.

17.2 These conditions have been put on record in the Civil Aviation Administration of China (CAAC) north china regional administration and will officially come into effect and be implemented on Nov. 5th, 2018. For contracts of carriage settled after this date, these conditions shall be used.

17.3 After these conditions come into effect, Beijing Capital Airline has the right to amend the text of these conditions. However, for reserved contracts of carriage made before the date of the new “Beijing Capital Airline General Conditions of International Carriage for Passengers and Baggage” coming into effect, these conditions will still be used.

Beijing Capital Airline has the right to interpret these conditions.