广西北部湾航空有限责任公司 旅客、行李国际运输总条件

Guangxi Beibu Gulf Airlines Co., Ltd. General Conditions of International Carriage for Passengers and Baggage



Statement

This conditon is formulated and amended in accordance with the Provisions for the Administration of passenger services in public Air Transport, the Civil Aviation Law of the People's Republic of China, Law of the People's Republic of China on the Protection of the Rights and Interests of Consumers, E-Commerce Law of the People's Republic of China, the Warsaw Convention, the Montreal Convention and other relevant laws and regulations, and in combination with the operational practices of Civil aviation of China.

This conditions is the text of the air transport contract concluded between the passenger and Beibu Gulf Airlines, and is the outline legal documents to establish the legal relationship of the air transport contract between the two parties and to clarify the rights and obligations of the two parties. Implementation rules for ticket sales, refunds and changes issued by Beibu Gulf Airlines, including but not limited to; The standards for the carriage of special passengers such as infants, pregnant women, unaccompanied children and seriously ill patients are part of these condition and have the same legal effect as these condition.

These conditions have been put on record on the CAAC Service Quality Supervision Platform and announce to the whole society, and will come into effect on 01Sep, 2021.

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Article 1 Definition

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the definitions of the following expressions in *Guangxi Beibu Gulf Airlines Co., Ltd. General Conditions of International Carriage for Passenger and Baggage* (hereinafter referred to as the Conditions) are as follows:

"Convention" means whichever of the following instruments are applicable:

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

The Warsaw Convention as amended at The Hague on 28 September 1955 (hereinafter referred to as the Hague Protocol);

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

"International Carriage" means, transportation in which, according to the contract of carriage concluded by the parties, either the place of departure or the destination or an Agreed Stopping Place, whether or not there is a break in the transportation, is not situated in the People's Republic of China.

"Carrier" means the public air transportation corporation, who transport the passengers listed in the tickets and their baggage for profit purposes.

"Code Shares or Code Share flights" means a carrier uses its flight number on the other operating carrier's aircraft or many airlines using their unique flight number on the same aircraft through agreements.

"Contracting Carrier" means a carrier, which concludes a contract on its behalf with the passenger.

"Operating Carrier" means a carrier, who performs the relevant transportation contract authorized by Contracting Carrier.

"Validating Carrier" means an air carrier, whose Airline Designator Code appears on the Coupon.

"Beibu Gulf Airlines" means an abbreviation of Guangxi Beibu Gulf Airlines Co., Ltd.
"Guangxi Beibu Gulf Airlines' Regulations" means these regulations, which will be in effect for both sides once the ticket is issued, are legally formulated and released by Guangxi Beibu Gulf Airlines for the purpose of sufficient supervision of its passenger

- and baggage transportation. Effective applicable ticket fares and conditions are included.
- "Air Sales Agent" means a corporation who established in accordance with the laws of the People's Republic of China and signs a sales agency agreement with the carrier, engaged in the business of selling passenger services in public air transport
- "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.
- "Ground Service Agent" means a corporation which established in accordance with the laws of the People's Republic of China, signs ground agency agreement with carrier, engaged in public air transport ground service business in airports within the territory of the People's Republic of China.
- "Authorized Ground Service Agent" means a ground service agent who has been appointed by Guangxi Beibu Gulf Airlines to provide ground services for Guangxi Beibu Gulf Airlines' flights.
- "Passenger" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.
- "Children" means any person whose age is above two (2) years and below twelve (12) years on the date of commencement of travel.
- "**Infant**" means any person whose age is above fourteen (14) days and below two (2) years on the date of commencement of travel.
- "Ticket" means a kind of transport document, including paper tickets and electronic tickets.
- "Electronic Ticket", a replacement of the paper ticket. The information on paper tickets is stored in the system database in the form of electronic data, which is shown as the ticket form of sale, account and transportation.
- "Ticket Purchased" it refers to the state of the formation of an air transport contract according to legal provisions or the agreement of both parties.
- "Electronic Ticket Itinerary" means a paper document that contains the information of passenger's name, routes and price, etc.
- "Conjunction Ticket" means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.
- "Passenger Coupon" means that portion of the Paper Ticket, which is so marked and which ultimately is to be retained by the passenger.
- "Flight Coupon" means that portion of the Paper Ticket that bears the notation "good for passage", indicating this flight coupon is used to the transportation between two appointed places.

- "**Days**" means calendar days, including all seven days of the week; provided that, for the purpose of 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 commenced, shall not be counted.
- "Ticket Revised" means the changes of ticket date, class and endorsement.
- "Voluntary Refund" means a refund request by a passenger for his or her own reasons.
- "Involuntary Refund" means a refund of a passenger's ticket due to cancellation, delay, advance of flight, change of flight itinerary, change of class or the carrier's inability to operate the original flight.
- "Voluntary Ticket Revised" means the change request by a passenger for his or her own reasons.
- "Involuntary Ticket Revised" means a circumstance in which a passenger changes a ticket due to cancellation, delay, advance of flight, change of flight itinerary, change of class of cabin, or the carrier's inability to operate the original flight.
- "Carrier's reason" means carrier's internal management reasons, including maintenance, flight deployment, crew deployment, etc.
- "Non-carrier's Reason" means other reasons unrelated to the internal management of the carrier, including weather, emergencies, air traffic control, security, passengers and other factors.
- "Baggage" means such articles, which the carrier has agreed to transport and which the passenger is carrying during the journey, it shall include both checked and unchecked baggage (carry-on) of the passenger.
- "Checked Baggage" means Baggage of which the carrier takes sole custody and for which carrier has issued a baggage check.
- "Unchecked Baggage" means any baggage of the passenger which the passenger takes sole custody other than checked baggage, also referred to as "carry-on baggage."
- "Baggage Tag" means the remarks to distinguish the baggage and the document for the passenger to receive checked baggage.
- "Excess Baggage" means the portion of baggage which exceeds the free baggage allowance calculated by weight or piece.
- **"Stopping Places"** means those places, except the place of departure and the place of destination, as scheduled stopping places on the passenger's route.

- "Stopover" means a deliberate interruption of 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 Carrier.
- "Damage" means passenger bodily injury or death, damage sustained and caused in or related to the transportation and the loss, damage to or destruction of Checked Baggage and other damages.
- "Fare" means the price of the air transport service used by the carrier to transport passengers from the airport of origin to the airport of destination by civil aircraft, excluding taxes and fees charged in accordance with state regulations.
- "Normal Fare" means the highest fare established for a first, business or economy class service during the period of applicability, including the corresponding fare of the children ticket and infant ticket.
- "Special Fare" means a fare other than the normal fare.
- "SDR" means a Special Drawing Right as defined by the International Monetary Fund.
- "Planned Departure Time" means the departure time approved by the flight time management department.
- "Scheduled time of arrival" means the time of arrival approved by the flight time management authority.
- "Ticket conditions" means the fare rules applicable to a given class code or fare type.
- "Ticket rescheduling" means a change of flight time or flight date specified in the ticket of the same carrier.
- "Endorsement" means the change of the carrier listed on the ticket.
- "Connecting flights" means two or more flights listed in a single contract of carriage.
- "No Show" means the passenger did not complete the flight procedures according to the prescribed time or because the identity documents do not meet the requirements and failed to board the plane.
- "Take a wrong flight" means a passenger takes a flight that is not listed on his or her ticket.
- "Missed Flight" means a passenger fails to board the flight listed on his/her ticket after checking in or at a stopover
- "Small Animals" means small animals checked in by passengers, including cats, dogs and other types of small animals kept by families.
- "Overbooking" means to the act of a carrier to sell more seats than are actually available on a certain flight in order to avoid empty seats.

Article 2 Application

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 by air of passengers and baggage performed by Guangxi Beibu Gulf Airlines for monetary compensation.

- 2.1.2 These Conditions also apply to no charge and reduced fare carriage except to the extent that Guangxi Beibu Gulf Airlines has provided otherwise in its regulations or in the relevant contracts or tickets.
- 2.1.3 In the event of inconsistency between these General Conditions of Carriage and any Conditions of Contract or any other regulations we 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, passenger and carriage are performed pursuant to a charter agreement. These Conditions shall be taken as final when the context is outside the charter agreement.

2.3 No Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, 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 the *Prima Facie* Evidence of Contract

The ticket is the *prima facie* evidence of the contract of carriage between Carrier and the passenger named on the ticket. Carrier will provide carriage only to the passenger holding such ticket, or any other Carrier document issued by Carrier or its Authorized Agent. The ticket is and remains at all times the property of the issuing Carrier. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

A passenger ticket shall at least include the following:

The name of the passenger;

Name of the drawer, issue time and place;

Origin and destination;

If both the places of origin and destination are within the territory of the People's Republic of China, and there is at least one or more agreed stopover point outside the territory, one or more stopover point should be indicated;

If the final destination, or origin or agreed stopover of a passenger's trip is not within the territory of the People's Republic of China, and the application of the convention on international air transport to such transport shall be declared on a passenger ticket in accordance with the provisions of the convention applicable thereto, such declaration shall be made on the passenger ticket.

Baggage allowance (for connecting flights, the actual baggage allowance is subject to the MOST Important Carrier rules).

3.2 Provisions for using Tickets

- 3.2.1 A person who uses a paper ticket shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Guangxi Beibu Gulf Airlines' Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Guangxi Beibu Gulf Airlines or its Authorized Agent.
- 3.2.2 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 electronic ticket checked by Guangxi Beibu Gulf Airlines or its ground service agent. The electronic ticket itinerary only records the passenger's travel information, which can not be regarded as the necessary evidence for the passenger to check in and have security inspection.
- 3.2.3 The carrier shall comply with the state regulations on the protection of personal information and shall not disclose, sell, illegally use or provide the passenger's personal information to others.

3.3 Loss of Paper Tickets

The following regulations are used for the loss of tickets and baggage checks issued by Guangxi Beibu Gulf Airlines and its authorized sales agent.

3.3.1 General

In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger takes full responsibility.

3.3.2 Reporting Loss of Paper Tickets

In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger should file a loss report at a ticket office of Tianjin n Airlines or its sales agent.

When reporting the loss of a ticket, the passenger should show his or her valid identification with the attachment of the certificate of the date, place and itinerary the

ticket is issued. If the person who reports the loss of ticket is not the actual passenger, the valid identification card of this person and a notarized letter which passenger has signed should be presented.

Before the passenger reports the loss of a ticket, any fraud or use of the whole (part of) ticket by a third party, Guangxi Beibu Gulf Airlines will not be liable and may refuse a refund for the lost ticket or a replacement of the ticket.

3.3.3 Replacement of a lost ticket

Passenger should complete an Application for Replacing or Refunding of Lost Ticket of Guangxi Beibu Gulf Airlines.

Guangxi Beibu Gulf Airlines may at the passenger's request and subject to Guangxi Beibu Gulf Airlines' Regulations replace such ticket by issuing a new ticket after collecting a charge fee, provided that the passenger agrees in such form as may be prescribed by Guangxi Beibu Gulf Airlines to indemnify Guangxi Beibu Gulf Airlines for any loss or damage which Guangxi Beibu Gulf Airlines may sustain by reason of the use of the lost ticket, and to pay the fare applicable to the new ticket in the event, and to the extent, that the lost or missing ticket is used by any person, or that refund in respect thereof is made to any person.

Guangxi Beibu Gulf Airlines has the right not to reissue a new ticket if no reservation or ticketing record can be located for the lost ticket. Passenger must buy a new ticket if he or she wants to take such flight.

The replaced ticket is non-refunded, non-endorsable and non-reroutable.

3.3.4 Repurchasing ticket

Passenger can repurchase the ticket according to the original schedule and date and apply for a refund of the lost ticket.

3.3.5 Refund of Lost Tickets

If passenger wants to refund the lost ticket directly, he or she must report the lost ticket according to 3.3.2. The lost ticket will be refunded provided no fraud or use by third party has been confirmed by Guangxi Beibu Gulf Airlines.

3.4 Ticket not Transferable

- 3.4.1 Ticket is not transferable.
- 3.4.2 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, Guangxi Beibu Gulf Airlines shall not be liable to the person so entitled it provides carriage, or makes a refund.
- 3.4.3 If a ticket were to be used by any person other than the person entitled to be carried, Guangxi Beibu Gulf Airlines is not liable for the death or delay in the carriage of such

person or for the destruction, loss or damage to or delay in the carriage of such person's baggage.

3.4.4 If a ticket were to be used or refunded by any person other than the person entitled to be carried, Guangxi Beibu Gulf Airlines is not liable to the person entitled to be carried or refunded.

3.5 period of validity of the ticket

- 3.5.1 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 Guangxi Beibu Gulf Airlines' Regulations.
- 3.5.2 The validity of a special fare ticket is calculated according to Guangxi Beibu Gulf Airlines' Regulations.
- 3.5.3 The validity of a ticket is calculated from the date of commencement of travel or 0'clock of the next day upon which ticket is issued to 0'clock of the next day of expiration date.

3.6 Extension of Validity of the ticket

3.6.1 For the following reasons, the passenger is prevented from travelling within the period of validity of the ticket, the validity of such passenger's ticket will be extended until Guangxi Beibu Gulf Airlines' first flight on which space is available in the class of service for which the fare has been paid.

Cancellation of the flight on which the passenger holds a reservation

Omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover

Fails to operate a flight reasonably according to schedule

Causes the passenger to miss a connection

Substitutes a different class of service

Be unable to provide previously confirmed space

- 3.6.2 When a passenger with a normal fare ticket, or a special fare ticket which has the same validity as a normal fare ticket, is prevented from travelling within the period of validity of his ticket because at the time such passenger requests reservations Guangxi Beibu Gulf Airlines is unable to provide space on the flight, the validity of such passenger's ticket will be extended until Guangxi Beibu Gulf Airlines' first flight on which space is available in the class of service for which the fare has been paid.
- 3.6.3 When a passenger after having commenced his journey is prevented from travelling within the period of validity of his ticket by reason of illness, Guangxi Beibu Gulf Airlines will extend the period of validity of such passenger's ticket until the date

when he becomes fit to travel according to a medical certificate, or until Guangxi Beibu Gulf Airlines' 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. When the flight coupons remaining in the ticket involves one or more stopovers, the validity of such ticket, subject to Guangxi Beibu Gulf Airlines' Regulations, will be extended for not more than three months from the date when the passenger becomes fit to travel according to a medical certificate. In such circumstances, Guangxi Beibu Gulf Airlines will extend similarly the period of validity of tickets of other members of his or her immediate family accompanying an incapacitated passenger.

3.6.4 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 longer than forty-five (45) days from the date of the death shown on the death certificate.

3.7 coupon sequence

- 3.7.1 Guangxi Beibu Gulf Airlines 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
- 3.7.2 The ticket may not be valid and Guangxi Beibu Gulf Airlines 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.
- 3.7.3 Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage by Guangxi Beibu Gulf Airlines 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, an electronic coupon, 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.
- 3.7.4 If the passenger fails to or has failed to use the flight coupons in sequence, Guangxi Beibu Gulf Airlines 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 to Tianjin Airline any difference between the recomputed fares and the fares already paid by or due from the passenger.

Article 4 Stopovers

- **4.1** Stopovers may be permitted at agreed stopping places but may be subject to government requirements and Guangxi Beibu Gulf Airlines' Regulations.
- **4.2** Stopovers may be arranged in advance and provided in the ticket.

Article 5 Fares, Taxes, Fees and Charges

5.1 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.

5.2 Applicable Fare

Applicable fares for carriage are published by Guangxi Beibu Gulf Airlines or those on behalf of Guangxi Beibu Gulf Airlines or, if not so published, constructed in accordance with Guangxi Beibu Gulf Airlines '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. When changing the itinerary or the date of travel after ticketing, the difference shall be paid by the passenger, or, except where it is otherwise expressly provided, refunded by Guangxi Beibu Gulf Airlines, in accordance with Guangxi Beibu Gulf Airlines' Regulations.

5.3 Routing

Fares apply only to routings 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, Guangxi Beibu Gulf Airlines may determine the routing.

5.4 Taxes and Charges

Any tax or charge imposed by government or by municipal or other 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.

5.5 Currency

Passengers may pay fares and charges in any currency acceptable to Guangxi Beibu Gulf Airlines. 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 given by the bank in accordance with the date of ticketing or at the prevailing rate of exchange established by Guangxi Beibu Gulf Airlines.

Article 6 Reservations

6.1 General

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

6.1.2 As provided in Guangxi Beibu Gulf Airlines' Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

6.2 Ticketing Time Limit

If the passenger has not paid for his ticket within the ticketing time limit prescribed in Regulations, the reservation may be cancelled by Guangxi Beibu Gulf Airlines or its Authorized Agent.

6.3 Personal Data

The passenger recognizes that personal data has been given to Guangxi Beibu Gulf Airlines for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies who may share such personal data with other government agencies which is beyond the control of the Guangxi Beibu Gulf Airlines. For these purposes the passenger authorizes Guangxi Beibu Gulf Airlines to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

6.4 Seating

Except for providing seats for passengers who have reserved flight and class of cabin, Guangxi Beibu Gulf Airlines does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued.

6.5 Reconfirmation of Reservation

Ticket which connects with the other Carrier's flight may be subject to the requirement

to reconfirm the reservation in accordance with the operating carrier. In the event of failure to comply with any such requirement, Guangxi Beibu Gulf Airlines is not liable to the passenger for loss or expense.

6.6 Cancellation of Onward Reservations made by Carrier

If a passenger does not use a reservation and fails to reconfirm the follow-up segments, Guangxi Beibu Gulf Airlines may cancel any onward or return reservations.

6.7 Precedence Reservation

- 6.7.1 A passenger does not have the priority if he wants to make a precedence reservation when he presents a ticket partly or wholly without reserving a seat at the very beginning.
- 6.7.2 Passenger doesn't have the priority if he wants to make a precedence reservation when he changes his partly or wholly reserved ticket.
- 6.7.3 In case of Guangxi Beibu Gulf Airlines' permission, passenger who changes an itinerary involuntarily can make a precedence reservation.

Article 7 Check-in and Boarding

7.1 Check-in

- 7.1.1 The passenger shall arrive at the airport within the prescribed time limit to complete ticket inspection(Due to the cut-off time varies from country to country, the actual airport requirements shall prevail), baggage checking and boarding pass issuance with a valid travel document.
- 7.1.2 The passenger who has made a reservation can check-in directly in check-in department, while those who haven't made a reservation shall make a standby check-in according to Guangxi Beibu Gulf Airlines' Regulations.

7.2 Boarding

7.2.1 The passenger shall arrive at Guangxi Beibu Gulf Airlines' given boarding gate sufficiently after heck-in and in time to complete all the government formalities. If the passenger fails to arrive in time or appears improperly documented or not ready to travel, Guangxi Beibu Gulf Airlines 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.

- 7.2.2 If the passenger no shows, takes the wrong flight or misses the flight due to the due to carrier's reason, the ticket shall be changed or refunded involuntarily, and no change or refund fee shall be charged.
- 7.2.3 If the passenger no shows, takes the wrong flight or misses the flight due to non-carrier's reasons, the ticket shall be subject to voluntary change or voluntary refund and shall be handled according to the conditions of use of the ticket.

Article 8 Refusal and Limitations of Carriage

8.1 Right to Refuse Carriage

Guangxi Beibu Gulf Airlines shall refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion. Guangxi Beibu Gulf Airlines is not liable to the passenger for loss or expense due to following circumstances:

- 8.1.1 Passengers or articles prohibited from carriage according to relevant regulations of the State.
- 8.1.2 The passenger has refused to submit to a security check.
- 8.1.3 Unchecked baggage.
- 8.1.4 Passengers whose identity certificates issued at the time of check-in are inconsistent with those issued at the time of ticket purchase.
- 8.1.5 Other circumstances stipulated by the State.

Guangxi Beibu Gulf Airlines may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion. Guangxi Beibu Gulf Airlines is not liable to the passenger for loss or expense due to following circumstances:

- 8.1.6 In order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over.
- 8.1.7 the passenger who are not fit for travel because of the conduct, age, or mental or physical state, or cause discomfort or make himself objectionable to other passengers, or involve any hazard or risk to himself or to other persons or to property
- 8.1.8 The passenger has failed to observe the instructions of Guangxi Beibu Gulf Airlines or Government, or not taking Guangxi Beibu Gulf Airlines crew's arrangement and advice.
- 8.1.9 The applicable fare or any fares, charges or taxes payable have not been paid by the passenger.

- 8.1.10 The passenger does not show his passport, visa and other valid travel documents.
- 8.1.11 The passenger may seek to enter a country illegally through which he is in transit, or may destroy his documentation during flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by Guangxi Beibu Gulf Airlines.
- 8.1.12 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 any flight has been altered by anyone other than Carrier or its Authorized Agent, or a flight coupon, has been mutilated. Guangxi Beibu Gulf Airlines reserves the right to retain such paper ticket.
- 8.1.13 The person presenting the ticket cannot prove that he is the person named in the ticket. Guangxi Beibu Gulf Airlines reserves the right to retain such paper ticket.
- **8.2** Guangxi Beibu Gulf Airlines has the right to determine the carriage of passenger and baggage when the actual passengers exceed the maximum load of the aircraft. Guangxi Beibu Gulf Airlines will inform such passenger before the airplane takes off and the ticket will be dealt as involuntary endorsement or involuntary refund.

8.3 Limitations on Carriage

Transportation condition for infant, pregnant woman, accompanied minor, persons with an illness or those passengers requiring special assistance may be subject to prior arrangement with Guangxi Beibu Gulf Airlines, in accordance with Guangxi Beibu Gulf Airlines' Regulations. Refer to Annex I for transportation Condition.

8.4 Arrangements for Refuse Carriage

- 8.4.1 For circumstances 8.1.1/8.1.2/8.1.3/8.1.4/8.1.5 the provisions on voluntary refund shall apply.
- 8.4.2 For circumstance 8.1.6, the provisions on voluntary refund shall apply.
- 8.4.3 For circumstance 8.1.7, the passenger who are not fit for travel because of the conduct, mental or physical state, the provisions on involuntary refund shall apply.
- 8.4.4 For circumstance 8.1.7, the passenger who causes discomfort or make himself objectionable to other passengers, or is likely to cause harm or danger to the life or property of oneself or other persons, and 8.1.8, the provisions on voluntary refund shall apply.
- 8.4.5 For circumstance 8.1.9, the provisions on involuntary refund shall apply. Or the passenger shall pay the insufficiency of the fare or tax.
- 8.4.6 For circumstance 8.1.10, the provisions on voluntary revised or refund shall apply.
- 8.4.7 For circumstances 8.1.10/8.1.11/8.1.12, the carrier reserves the right to detain

passenger's ticket and report to the authorities if necessary,

Article 9 Baggage

9.1 Items Prohibited and Limited as Baggage

9.1.1 Items which are unacceptable as baggage

- 9.1.1.1 Items which do not constitute baggage as defined in Article 1 hereof.
- 9.1.1.2 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 of Civil Aviation Administration of China(CAAC) and in Guangxi Beibu Gulf Airlines' Regulations. Especially those following prohibited articles: Explosives, compressed gases, corrosive substances, oxides, radioactive or magnetized objects, flammable, poisonous, dangerous or irritative substances. More information about the relative substances, please contact Guangxi Beibu Gulf Airlines.
- 9.1.1.3 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over.
- 9.1.1.4 Items which are unsuitable for carriage by reason of their package, shape, weight, size or character.
- 9.1.1.5 Live animals, except as provided for in 9.12 of this Article.

9.1.2 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, silverware, 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 equipments, keys, computers, video cameras, cameras, mobile phones or other valuable electronics. Guangxi Beibu Gulf Airlines is not liable for loss or expense made by passenger's failure to comply with this.

9.1.3 Items which are limited in transportation

The following items which may be agreed by Guangxi Beibu Gulf Airlines and in accordance with Guangxi Beibu Gulf Airlines' Regulations, are permitted to be transported.

9.1.3.1 Guns and ammunition, other than for hunting and sporting purposes, are

prohibited from carriage as Baggage. Guns and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Guns must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations.

- 9.1.3.2 Antiques, swords or knives considered tourist souvenirs may only be transported as checked baggage within the relevant regulations.
- 9.1.3.3 Items such as precision instruments, electrical appliance should be transported as consignment. If transported as checked baggage, the items must meet the requirements of Guangxi Beibu Gulf Airlines and should be properly packed. The weight of such items should not be included in the free baggage allowance, and the freight will be charged as excess baggage fee.

9.1.4 Items which shall attach an exemption baggage tag

When accepting Baggage for carriage which is disputable in transportation responsibility, we shall attach an exemption baggage tag to exempt the corresponding responsibility of Guangxi Beibu Gulf Airlines.

Fragile and damageable baggage

Improperly packed baggage

Perishable goods or perishable goods carried in the baggage

The time for the passenger to transport the baggage is too late

Damaged baggage

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

Unlocked baggage or the lock is broken

Hand baggage whose size exceeds the limitation of the baggage in the cabin

9.2 Right to Refuse Carriage

- 9.2.1 Guangxi Beibu Gulf Airlines may refuse carriage as baggage of such items described in 9.1.1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.
- 9.2.2 Guangxi Beibu Gulf Airlines may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.

9.3 Right of Search

For reasons of safety and security, Guangxi Beibu Gulf Airlines may request the passenger to permit a search to be made of his person and his baggage, and may check, scan or X ray check to the passenger's baggage in his absence if the passenger is not available, for the

purpose of determining whether he is in possession of or whether his baggage contains any item described in 9.1.1 above or any guns or munitions which have not been presented to Guangxi Beibu Gulf Airlines in accordance with 9.1.3 above. If any damages caused by the X ray check or scan, Guangxi Beibu Gulf Airlines takes no responsibility. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

9.4 Checked Baggage

- 9.4.1 Upon delivery to Guangxi Beibu Gulf Airlines of baggage to be checked, Guangxi Beibu Gulf Airlines shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.
- 9.4.2 Passenger shall label the name, contact way or other personal recognition mark in or out of the checked baggage.
- 9.4.3 Checked baggage should try to be carried on the same aircraft as the passenger, for the purpose of safety, security or transportation, unless Guangxi Beibu Gulf Airlines decides that this is impracticable, in which case Guangxi Beibu Gulf Airlines will carry the checked baggage on Carrier's next flight on which space is available.
- 9.4.4 Unless otherwise specified, the weight allowance of checked baggage can not exceed 50Kg and the maximum volume should not exceed 40cm x 60cm x 100cm. The baggage which exceeds above regulations should be transported as previously determined by Guangxi Beibu Gulf Airlines. Please refer to the following for the standard rate of excess baggage.

9.5 Unchecked (Carry-On) Baggage

- 9.5.1 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.
- 9.5.2 Unless otherwise specified, the weight of carry-on baggage should not exceed 5Kg, and the maximum volume should not exceed 20cm x 40cm x 55cm. That baggage which exceeds above regulations should be transported as checked baggage.
- 9.5.3 If the weight or size of the passenger's baggage goes against regulations of 9.5.2, which makes the baggage unsuitable to be transported in the cargo compartment, such as delicate musical instrument, passenger shall inform Guangxi Beibu Gulf Airlines in advance if he or she wants to carry it as unchecked baggage. Service providing for such baggage is extra. And unless receiving consent from Guangxi Beibu Gulf Airlines, the baggage could not be carried into the cabin. The cabin baggage will be charged according to the real-time released cabin fee, and the international tax will be charged according to the number of passengers.

9.6 Free Baggage Allowance

- 9.6.1 In international transportation managed by Guangxi Beibu Gulf Airlines, free baggage allowance can be calculated by weight and piece. When the flight is to or from the USA or Canada, piece calculation is applied and weight calculation is applied to any flight to or from other countries. Passengers should comply with the free baggage allowance according to the conditions and limits regulated by Guangxi Beibu Gulf Airlines.
- 9.6.2 As for domestic sectors of international transportation under a single transportation contract, the free baggage allowance of the passenger should subject to the allowance listed in the ticket.
- 9.6.3 In the case of Passengers buying mixed level tickets, the free baggage allowance can be calculated according to the free baggage allowance regulated in different legs.
- 9.6.4 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, they may be permitted to total the free baggage allowance equal to the combination of their individual free baggage allowance.
- 9.6.5 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, the free baggage allowance follows the original regulations.
- 9.6.6 Weight calculation of free baggage allowance
- In addition to some specified regulations of Guangxi Beibu Gulf Airlines, the free baggage allowance of the checked baggage and unchecked baggage of every passenger is managed according to the following regulations:
- 9.6.6.1 Unless otherwise specified, 40kg free baggage allowance for each first-class adult passenger; 30kg free baggage allowance for each business-class adult passenger; 20 kg free baggage allowance for each economy class adult.
- 9.6.6.2 Children or infants traveling on child tickets have the same free baggage allowance regulated in 9.6.6.1. Infants paying 10% of an adult fare have 10KG free baggage allowance and a pushchair may be checked free of charge.
- 9.6.7 In addition to some specified regulations of Guangxi Beibu Gulf Airlines, the free baggage allowance of the checked baggage and unchecked baggage of every passenger is managed according to the each flight.
- 9.6.8 Disabled passengers can carry a wheelchair or other equipment for walking for free.

9.7 Excess Baggage

- 9.7.1 Excess baggage can be carried only after the passenger pays the excess baggage charge and Guangxi Beibu Gulf Airlines issues an excess baggage check.
- 9.7.2 Regulations on charges for excess baggage

Guangxi Beibu Gulf Airlines International Regulations								
on charges for excess baggage								
NNG Base and Southeast Asian Route								
Origin City/ Channels	Weight	Official website (including WeChat, flight plus) CNY	The Call Center CNY	Check-in Counter	Boarding Gate			
	5KG	99	129	excess baggage stand				
	10KG	159	189					
O :	15KG	229	259					
Origin-NNG	20KG	299	329		The charge			
	30KG	449	479		standard is			
	40KG	599	629		the same as			
	5KG	99	129	charge per kilogram is 1.5% of the highest adult direct one way fare. that of the check-in counter	that of the			
	10KG	159	189		check-in			
Origin-Southeast	15KG	229	259		counter			
Asian	20KG	299	329					
	30KG	449	479					
	40KG	599	629					

The baggage may not arrive at the same time as the passenger, if charged the baggage at the boarding gate. Beibu Gulf Alirlines will choose the nearest GX airline to deliver the baggage.

9.7.3 The boarding gate policy does not apply for checked baggage, but only for non-checked baggage passengers (self-care luggage and carry-on items) for monitoring. For the luggage exceeding the free baggage allowance, the ground handling personnel shall inform the passengers to return to the check-in counter for check-in, and only when conditions and time permit.

Unless otherwise specified, If the bags exceed the weight limit specified, the excess baggage charge per kilogram is 1.5% (rounded) of the highest adult direct one way fare.

9.8 Value Declaration and Charge

- 9.8.1 A passenger may declare a value for checked baggage if the value of the baggage is more than USD20.00 per kilogram or its equivalent currencies.
- 9.8.2 The value declared can not be in excess of the real value of the checked baggage. The highest value declared is limited to a maximum of USD2500.00 or its equivalent currencies.
- 9.8.3 Guangxi Beibu Gulf Airlines will charge additional value declaration expense if the value declared by the passengers is over 0.5% of the highest value declared regulated in 9.8.1.
- 9.8.4 Guangxi Beibu Gulf Airlines does not apply value declaration to free baggage. More information, please contact Guangxi Beibu Gulf Airlines or its authorized agent.
- 9.8.5 Guangxi Beibu Gulf Airlines does not apply value declaration to any animal carried by a passenger.
- 9.8.6 If partial transportation of the baggage with value declaration is carried by other carriers which do not offer value declaration service, Guangxi Beibu Gulf Airlines has the right to refuse to offer value declaration service.

9.9 Collection and Delivery of Baggage

- 9.9.1 Passenger shall check his baggage with a valid ticket.
- 9.9.2 After baggage delivery, the passenger takes the baggage identification Tag for each piece of Checked Baggage as proof for baggage collection.
- 9.9.3 If passenger checks through baggage, which is disputable, he or she shall make a written promise to indemnify Guangxi Beibu Gulf Airlines and attach an exemption baggage tag to exempt the corresponding responsibility of Guangxi Beibu Gulf Airlines.
- 9.9.4 After obtaining permission of Guangxi Beibu Gulf Airlines, passengers can check through cargo as carry-on baggage, but passenger will be charged according the excess baggage rate.

9.10 Delivery of Baggage

- 9.10.1 Passengers shall claim their baggage with their checked baggage identification tag as early as possible, and when necessary, the ticket and baggage check will be verified.
- 9.10.2 Guangxi Beibu Gulf Airlines delivers the checked baggage by the baggage identification tag and has no responsibility for the damage and expense caused by the case that the person who claims the baggage is not the right passenger.
- 9.10.3 If the person who claims the baggage could not show the baggage check and identification tag, only when he offers a proof approved by Guangxi Beibu Gulf Airlines and, when necessary, declares that he will compensate the possible damage or expensed

for Guangxi Beibu Gulf Airlines, he can claim the baggage.

- 9.10.4 When passengers claim baggage and do not offer a written objection, it will be basic proof that the baggage has been delivered according to the transportation abstract.
- **9.11** Special regulations about the transportation of seat baggage, fragile or valuable articles, and diplomatic pouches.

9.11.1 Seat Baggage

- 9.11.1.1 If the baggage has to take up a seat, passenger shall request space when reserving the seat, and the baggage can only be transported within the permission of Guangxi Beibu Gulf Airlines.
- 9.11.1.2 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 75 kg and the package should be proper. To guarantee the safety of the flight, the seats of the passengers and their seat baggage shall be designated by Guangxi Beibu Gulf Airlines 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.
- 9.11.1.3 Seat baggage is not included in free baggage allowance and the fare is charged according to the adult ticket fare of passenger.
- 9.11.1.4 If the transportation is managed by successive carriers, agreement of relative successive carriers should be obtained.
- **9.11.2** Fragile or valuable baggage will be dealt in addition to the regulations in this condition; if the baggage requires a seat, management should follow 9.11.1.

9.11.3 Diplomatic pouches

- 9.11.3.1 According to the request of diplomatic couriers, Guangxi Beibu Gulf Airlines handles it and the carrier bears the responsibility as checked baggage.
- 9.11.3.2 If diplomatic pouches require seats, 9.11.1 is applied.

9.12 Animals

9.12.1 Small Animals

9.12.1 Seeing-eye dogs, hearing-ear dogs and other assistance dogs

Beibu Gulf Airlines allows passengers with limitations on carriage to carry assistance animals into the cabin except in the following circumstances when the assistance animals are not suitable for transport:

- 9.12.2.1 Small animals pose a direct threat to the health or safety of others (e.g. small animals exhibiting dangerous behaviour).
- 9.12.2.2 Small animals severely disrupt cabin service (e.g. the animal is too heavy or large for the cabin to accommodate).

9.12.2.3 Animals entrance the foreign airport are forbidden.

Each passenger may carry no more than one assistance dog; The accept for carriage of E190 aircraft shall not exceed 3. The accept for carriage of A320 aircraft must not exceed 4.

The assistance animals and their packages will be shipped free of charge.

Documents for assistance animals transport:

- 9.12.2.4 The passenger carrying assistance animals shall provide its valid certificates issued by an appropriate institution. *The certificate of Animal quarantine, Animal training certificate, Animal card or Animal identity card.*
- 9.12.2.5 For international and regional flights, passengers should prepare the following documents for their assistance animals at least 7 days prior to departure, valid exit/entry documents issued by the relevant government (destination/transit point).
- 9.12.2.6 Valid health declaration and rabies vaccination certificate issued by relevant authorities. Properly prepare entry permits, health declarations and vaccination certificates required by all countries of entry/transit covered by the itinerary. Additional documents required by the government of the entry/transit country covered by any itinerary. For documentation requirements, please refer to the latest TRAVEL INFORMATION MANUAL, or consult your country's consulate or embassy, or check your country's government website.
- **9.12.3** Passengers are completely liable for the injury or death of the animals above, except the case that Guangxi Beibu Gulf Airlines is clearly responsible for the injury or death either intentionally or by accident. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry seeing-eye or hearing-ear dogs and Guangxi Beibu Gulf Airlines has the right to refuse the carriage of the animals. Guangxi Beibu Gulf Airlines bears no responsibility for the injury, loss, delay, disease or death of the animals when the animals cannot be accepted.

Article 10 Schedules, Delays, Cancellation of Flights

10.1 Schedules

10.1.1 Guangxi Beibu Gulf Airlines undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch. Times shown in the ticket, timetables or elsewhere are not guaranteed and do not form part of the Contract of Carriage.

- 10.1.2 Guangxi Beibu Gulf Airlines 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 Guangxi Beibu Gulf Airlines as to the dates or times of departure or arrival or as to the operation of any flight.
- 10.1.3 Schedules are subject to change without notice. Guangxi Beibu Gulf Airlines may when circumstances so require alter or omit stopping places shown on the ticket or in schedules and may without notice substitute alternate carriers or aircraft.

10.2 Cancellation, Changes of Schedule

- 10.2.1 For the following circumstances, Guangxi Beibu Gulf Airlines may substitute a different type of aircraft or different routing, change a carrier, cancel, terminate, postpone or delay a flight without prior notice.
- 10.2.1.1 To obey the applicable laws, regulations or orders of the government
- 10.2.1.2 To guarantee the safety of flight
- 10.2.1.3 Unpredictable or uncontrollable reasons
- 10.2.2 According to Montreal Convention, if the flight is canceled, terminated, diverted, postponed or delayed because of some special circumstances such as unstable politics, weather conditions affecting the operation of flights, safety risks, unexpected flight safety defects, certain labor disputes or strikes influencing the management of the carrier, the Carrier takes no responsibility if the Carrier has tried its best to take all reasonable measures to avoid the damage.
- 10.2.3 If the decision of traffic control about the relative specific aircraft on some specific date causes an extended flight delay, whole-night delay or one or more flight cancellations related to the aircraft, this special event is considered to exist, though the carrier will take all reasonable measures to avoid the delay or cancellation of the flight.

10.3 Subsequent Arrangement

- **10.3.1** If Guangxi Beibu Gulf Airlines cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation and reasons listed in 10.2.1, we shall, with due consideration to the passenger's reasonable interests, either:
- 10.3.1.1 Rebook the passenger on another of its scheduled passenger services on which space is available or assist the passenger in rebooking on another carrier.
- 10.3.1.2 Provide a refund according to the relative regulations about involuntary refund in 12.5 of Article 12.

- 10.3.1.3 Assist the passenger in certain services such as accommodations and ground transportation. A passenger at his or her point of origin will pay his or her own expense. The service provided for the transfer and transit passenger will be managed according to the regulations of Guangxi Beibu Gulf Airlines.
- **10.3.2** If Guangxi Beibu Gulf Airlines cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation because of Guangxi Beibu Gulf Airlines, Carrier shall, with due consideration to the passenger's reasonable interests, either:
- 10.3.2.1 Rebook the passenger on another of its scheduled passenger services on which space is available or assist the passenger in rebooking with another Carrier to carry him or her to their destination.
- 10.3.2.2 Provide a refund according to the relative regulations about involuntary refund in 12. 5 of Article 12.
- 10.3.2.3 Assist the passenger in certain services such as accommodation and ground transportation according to the regulations of Guangxi Beibu Gulf Airlines.
- 10.3.2.4 In addition to those measures above, Guangxi Beibu Gulf Airlines takes no further responsibility to the passenger.
- **10.4** If Guangxi Beibu Gulf Airlines cancels, terminates, postpones or delay the flights because of reasons caused by Guangxi Beibu Gulf Airlines, Guangxi Beibu Gulf Airlines will provide the passenger with services such as meals, accommodations and certain other services Guangxi Beibu Gulf Airlines considers necessary but it does not promise to offer services over the regulated standards.
- 10.4.1 Cancellation of the flight on which the passenger has made a reservation.
- 10.4.2 Cancellation of the flight on which the stops include the departure, the destination or stopovers of the passengers.
- 10.4.3 Not flying in reasonable time according to the timetable.
- 10.4.4 Causing the passenger to miss the subsequent flight in which he has made a reservation.
- 10.4.5 Not providing the reserved seat.

Article 11 Change Itineraries and Tickets

11.1 when a passenger who has started his or her travel but has not reached their destination asks for changing the specified unused flight, destination, carrier, seat class, flight or the validity of the Ticket, it is defined as a voluntary itinerary change. When the Carrier, which cancels the flight in which space is reserved, cancels the landing at the destination or stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, causes the passengers to change the itinerary, it is defined as an involuntary itinerary change.

11.2 handle the voluntary itinerary change in accordance with the following regulations:

- 11.2.1 Passenger shall request it before reaching the destination.
- 11.2.2 After the itinerary change, the fare and charges for the original routing shall still be applicable to the revised routing.
- 11.2.3 If the fare and charges for the revised routing is lower than what the passenger has paid, the Carrier shall refund the difference; if it is higher, the passenger shall pay the difference. 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 the midnight of the next day after the transportation specified on the first flight coupon of the original ticket.
- 11.2.4 If the passenger requests to change the flight or date after ticket purchase, Beibu Gulf Airlines and its sales agent will deal with it under the condition that seats are available on the flight and time permits.
- **11.3** if the execution of 10.2.1 in Article 10 causes the passenger to have an involuntary itinerary, the Carrier shall, with due consideration to the passenger's reasonable needs, either:
- 11.3.1 Rebook the passenger on the first flight where space is available or endorse the ticket to another Carrier.
- 11.3.2 Change the passengers' flight and arrange the passenger or endorse his or her ticket to another Carrier to send the passenger to the destination or stopover.
- 11.3.3 Handle the problem according to the regulations 12.5 of Article 12 of these conditions.
- 11.3.4 Assist the passenger in services such as accommodations and ground transfers. The expenses of the passenger from departure are the responsibility of the passenger.
- **11.4** When the Carrier causes the passenger to change his flight involuntarily; the Carrier should handle the problem according to the regulations of 11.3.1,11.3. 2 and 11. 3.3 in this article. In addition, such services as a rest area, beverages, meals,

accommodations and some other necessary services shall be provided to the passenger at

no charge.

- 11.4.1 The Carrier causes the passenger to cancel his reserved flight.
- 11.4.2 The Carrier's flight does not stop at the destination or stopover of the passenger.
- 11.4.3 The Carrier does not reasonably arrange the schedule of the flight.
- 11.4.4 The Carrier does not provide the travelers with pre-reserved seats.
- 11.4.5 The Carrier causes the passenger miss the reserved connecting flight.

Article 12 Refunds

12.1 General

12.1.1 On failure by Guangxi Beibu Gulf Airlines to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by Guangxi Beibu Gulf Airlines and its authorized agent in accordance with this Article and with Guangxi Beibu Gulf Airlines' Regulations.

The carrier or the sales agent shall complete the refund procedures within 7 working days upon receipt of the passenger's valid refund application, but the processing time of the financial institution does not include.

12.1.2 Passenger should request a refund within the validity period of the Ticket. Guangxi Beibu Gulf Airlines may refuse a refund where application is made after the expiry of the validity of the Ticket.

12.2 Place for refund

A refund should be made in the place where the ticket is issued or another place agreed by Guangxi Beibu Gulf Airlines.

12.3 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, at the option of Guangxi Beibu Gulf Airlines, in the currency of the country where the ticket was purchased or where the refund is being made.

12.4 Person to Whom Refund Will Be Made, Document needed and Discharge

- 12.4.1 Guangxi Beibu Gulf Airlines shall be entitled to make refund to the person named in the ticket.
- 12.4.2 If a ticket has been paid for by a person other than the passenger named in the ticket,

and Guangxi Beibu Gulf Airlines has indicated on the ticket that there is a restriction on refund, Guangxi Beibu Gulf Airlines shall make a refund only to the person paying for the ticket or to that person's order.

- 12.4.3 If a person to whom the refund is made other than the passenger named in the ticket, such person must show his or her valid identification and the valid identity card of the passenger named in the ticket and a notarized letter which passenger has signed.
- 12.4.4 Except in the case of lost tickets, refunds will only be made on surrender to Guangxi Beibu Gulf Airlines 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 valid identity card.
- 12.4.5 A refund made to anyone presenting the flight coupons, the passenger coupon and payment voucher in terms of 12.4.1,12.4.2 and 12.4.3 shall be deemed a proper refund and shall discharge Guangxi Beibu Gulf Airlines from liability.

12.5 Involuntary Refunds

Because of one of the reasons listed in 3.6.1 of Article 3 and 10.2 of Article 10, refund will be made according to following regulations:

- 12.5.1 If no portion of the Ticket has been used, refund the entire paid fare.
- 12.5.2 If a portion of the Ticket has been used, as provided in Guangxi Beibu Gulf Airlines' Regulations, the refund amount is equal to the applicable fare for the part of the journey not traveled. No cancellation charge will be collected.

12.6 Voluntary Refunds

If the passenger wishes a refund of his ticket, the amount of refund shall be calculated in following regulations:

- 12.6.1 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.
- 12.6.2 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.

12.7 Right to Refuse Refund

- 12.7.1 Guangxi Beibu Gulf Airlines may refuse refund when a ticket is not permitted to be refunded according to applicable fares or Guangxi Beibu Gulf Airlines Regulations. Guangxi Beibu Gulf Airlines may refuse a refund when application is made after the expiry of the validity of the ticket (12months).
- 12.7.2 Guangxi Beibu Gulf Airlines may refuse a refund on a ticket which has been presented to Guangxi Beibu Gulf Airlines or to government officials of a country as

evidence of intention to depart therefore, unless the passenger establishes to Guangxi Beibu Gulf Airlines' satisfaction that he has permission to remain in the country or that he will depart therefore by another carrier or another means of transport.

Article 13 Flight Overbooking

- 13.1 According to the International Air Transport industry common practice, Guangxi Beibu Gulf Airlines and revenue management based on data analysis of market information system, in order to meet the needs of more visitors to make the trip and minimize wasted airline seats, Guangxi Beibu Gulf Airlines maybe appropriate overbook on certain flight.
- **13.2** Principles on overbooking handling.
- 13.2.1 Guangxi Beibu Gulf Airlines should inform passengers the meaning of overbooking and the rights enjoyed by passengers in an appropriate manner, including but not limited to face-to-face, telephone, SMS and public announcement..
- 13.2.2 When the flight overbooking occurs, the ground service should place bulletin boards at the boarding gate and the check-in counter to inform the passengers of the flight overbooking information and the compensation methods and follow-up service arrangements of the passengers who voluntarily give up their seats. Guangxi Beibu Gulf Airlines will be the first to find passengers voluntarily who's willing to give up the seat, and give passenger some appropriate compensation.
- **13.3** When fight is overbooked, unwillingly rearranged passengers should be protected following order:
- 13.3.1 Important passengers and their accompanies who have urgent national tasks
- 13.3.2 Passengers carrying or escorting donated human organs
- 13.3.3 Special passengers who has arrangement from company
- 13.3.4 First class, business class passengers
- 13.3.5 Passengers who with JinPeng platinum Card, HNA Golden Jazz club premium Card:
- 13.3.6 Passengers who with Jinpeng silver Card;
- 13.3.7 Passengers who with JinLu Card, YiSheng JinLu Card;
- 13.3.8 Passenger Transfer-time limited passenger;
- 13.3. 9 Regular passengers
- 13.4 Compensation standard for passengers who voluntarily give up their seats or

overbooked passenger

- 13.4.1 For the refund passengers, free of charged of the refund fee. 30 percent of the ticket value held by the passenger is compensated. If the amount of compensation is less than RMB 200, the compensation shall be RMB 200.
- 13.4.2 For the passenger who reschedule a flight of Guangxi Beibu Gulf Airlines or the other subsequence Airlines, the reschedule fee will be paid by Guangxi Beibu Gulf Airlines and reimburse passengers for some expenses. The reimbursement ranges from RMB200 to the ticket value.
- 13.4.3 The other passengers such as holding JinPeng Card, free ticket, reward ticket, guest ticket, the reimbursement standard is RMB200 per person. Other services are equivalent to regular passengers.
- 13.4.4 If the connecting flight passenger is overbooked, Beibu Gulf Airlines will only make cash reimbursement for the overbooked segment according to the above provisions, and Beibu Gulf Airlines will assist passengers with their free reschedule, refund, accommodation and other services for the follow-up connecting flight segment according to the itinerary arrangement of passengers.
- 13.4.5 Overbooked documents will be issued by Airlines or calling center (95370).

Article 14 Conduct Aboard Aircraft

- **14.1** If the passenger conducts him or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Guangxi Beibu Gulf Airlines may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.
- **14.2** The usage of portable electronic devices.
- 14.2.1 Some PED that the passenger may not operate aboard the aircraft:
- 14.2.1.1 Mobile phones that cannot turn off signal transmissions via flight mode;
- 14.2.1.2 Portable TV
- 14.2.1.3 Portable radios
- 14.2.1.4 Radio receivers
- 14.2.1.5 Radio transmitter
- 14.2.1.6 Radio controlled toys

- 14.2.1.7 Electronic devices that must have Bluetooth open
- 14.2.1.8 Portable mobile power supply
- 14.2.1.9 Other electronic devices that are not defined whether will interfere with aircraft systems
- **14.3** Some PED that the passenger may operate
- 14.3.1 The handed devices that can stop transmission function or turn off the mobile data transmission, Wi-Fi features and bluetooth that can be used:
- 14.3.1.1 Mobile phone, eBooks, iPad, MP3/4, electronic games, electronic dictionary
- 14.3.1.2 Medical aids electronic equipment: hearing aids, heart pacemaker etc.
- 14.3.10thers
- 14.3.1 Electric shaver
- 14.3.2 Electronic calculator
- 14.3.3 No wireless-control electronic toy
- 14.3.4 Portable Walkman(DV/DVD,tape player)
- 14.3.5 Portable voice recorder
- 14.3.6 Camera
- **14.4** The passenger can operate the PEDs when aircraft flights at cruising altitude:

Laptop: in order to avoid the emergency channel obstructed in critical stage, the laptop need to be stored under the seats or luggage rack.

14.5 Other requirements

14.5.1 When the aircraft is suspected of electromagnetic interference, and is implementing the Low-energy see running program, passengers need to comply with the flight attendant requirements of shutting all portable electronic equipment power down.

Article 15 Common Services

- **15.1** Guangxi Beibu Gulf Airlines will not liable for the fares to include ground transport service between airports and between airports and town centers. Guangxi Beibu Gulf Airlines will not liable for the conduct or negligence in such ground transport service or any help provided by a sales agent to the passenger in such ground transport service.
- **15.2** passenger responsible for ground accommodation fees paid for food and housing (accommodation) in the process of a connecting flight.

15.3 during the flight, Guangxi Beibu Gulf Airlines will not provide passenger drinks or meals with free according to regulations. Relevant fee will be charged by Guangxi Beibu Gulf Airlines, if drinks or meals required by passenger. But all those should be paid by passengers.

15.4 Abnormal flight services

- 15.4.1 If the flight is delayed or cancelled at the place of departure due to reasons such as maintenance, flight deployment and crew, Guangxi Beibu Gulf Airlines, shall provide passengers with meals or accommodation and other services as required (products with relevant restrictions shall not enjoy the service) and shall not be responsible for the economic compensation responsibility.
- 15.4.2 Due to weather conditions, the causes for the atc, military activities, public security, court order, airport facilities, security check, inspection, fuel supply, leave port system, passenger reasons such as the not causes by Guangxi Beibu Gulf Airlines cases, result in delay or cancellation from origin, airlines shall assist passengers with meals and lodging arrangement, but passengers should be responsible for their own expenses. And Beibu Gulf Airlines shall not be responsible for the economic compensation responsibility.
- 15.4.3 If the flight is delayed or cancelled at the stopover place, Guangxi Beibu Gulf Airlines shall, for whatever reason, be responsible for providing meals or accommodation to the stopover passengers as required. And Beibu Gulf Airlines shall not be responsible for the economic compensation responsibility.
- 15.4.4 Guangxi Beibu Gulf airlines shall provide meals or accommodation when diverted flight occurs, for whatever reason. And Beibu Gulf Airlines shall not be responsible for the economic compensation responsibility.
- 15.4.5 When a flight is delayed or cancelled, Guangxi Beibu Gulf Airlines should assists passengers in issuing flight delay and cancellation certificates.
- 15.4.6 In case of flight delay or cancellation, Guangxi Beibu Gulf Airlines and its sales agents should inform passengers of flight delay or cancellation as soon as possible, and Airlines and its ground service agents should do explanation to the passengers.
- 15.4.7 In case of flight delay or cancellation, passengers may change to flights with available seats before and after the travel dates free or apply for full refund of passenger tickets, regardless of any reason.

For carrier's reason cause the flight abnormal; with the consent of other airlines, passengers can be transferred to the airlines that has signed a transfer agreement with our company for abnormal flights.

For non-carrier's reason cause the flight abnormal; Beibu Gulf Airlines will assist passengers with their ticket reschedule and endorsement. All expenses incurred shall be borne by the passenger.

15.4.8 Airlines and other security departments should cooperate with each other seriously and responsibly to jointly ensure the normal operation of flights and avoid unnecessary flight delays.

Article 16 Additional Services Arrangements

if in the course of concluding the contract of carriage by air, Guangxi Beibu Gulf Airlines agrees to make arrangements for the provision of additional services, Guangxi Beibu Gulf Airlines is not liable to the passenger for any damage, loss or expense whatsoever arising from or in connection with such arrangements.

Article 17 Administrative Formalities

17.1 General

17.1.1 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 over, and with Guangxi Beibu Gulf Airlines' Regulations and instructions.

17.1.2 Guangxi Beibu Gulf Airlines shall not be liable for any aid or information given by any agent or employee of Guangxi Beibu Gulf Airlines to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and 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.

17.2 Travel Documents

17.2.1 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 Guangxi Beibu Gulf Airlines to take and retain copies thereof.

17.2.2 Guangxi Beibu Gulf Airlines 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 Guangxi Beibu Gulf Airlines to take and retain copies thereof.

17.3 Refusal of Entry

- 17.3.1 The passenger agrees to pay the applicable fare whenever Guangxi Beibu Gulf Airlines, 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.
- 17.3.2 Guangxi Beibu Gulf Airlines may apply to the payment of such fare any funds paid to Guangxi Beibu Gulf Airlines for unused carriage, or any funds of the passenger in the possession of Guangxi Beibu Gulf Airlines.
- 17.3.3 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Guangxi Beibu Gulf Airlines.

17.4 Fines, Detention Costs, etc

- 17.4.1 If Guangxi Beibu Gulf Airlines 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 to Guangxi Beibu Gulf Airlines any amount so paid or deposited and any expenditure so incurred.
- 17.4.2 Guangxi Beibu Gulf Airlines may use towards such expenditure any funds paid to Guangxi Beibu Gulf Airlines for unused carriage, or any funds of the passenger in the possession of Guangxi Beibu Gulf Airlines.

17.5 Customs Inspection

- 17.5.1 If required, the passenger shall be present at the inspection of his baggage, checked or unchecked, by customs or other government officials.
- 17.5.2 Guangxi Beibu Gulf Airlines is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with above-mentioned requirement.

17.6 Security Inspection

The passenger shall submit to any security checks by government or airport officials or by Guangxi Beibu Gulf Airlines.

17.7 Laws and Regulations

Guangxi Beibu Gulf Airlines 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 18 Successive Carrier

- **18.1** Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation.
- **18.2** for passenger's damage, except expressly regulated that the first Carrier takes full responsibility for the whole flight, passenger or any person is entitled to file claim only to the Carrier of which flight an accident happens or delays.
- **18.3** Passenger has the right to make a claim against the first Carrier for the damage of checked baggage. The person entitled to delivery the baggage has the right to make a claim against the last Carrier. Passenger also can make a claim against the Carrier in whose transport segment destruction, loss, damage or delay is occurred. The Carriers above should be jointly liable to the passenger.

Article 19 Liability for Damage

- **19.1** Guangxi Beibu Gulf Airlines will liable for the damage of the passenger occurring on the aircraft or boarding or descending the aircraft but is not liable for the death of the passenger totally caused by the passenger's health condition.
- 19.2 Guangxi Beibu Gulf Airlines will be liable for any destruction, loss or damage occurring during carriage in flight or within a period controlled by Guangxi Beibu Gulf Airlines. Guangxi Beibu Gulf Airlines will liable for the damages of unchecked baggage and hand baggage because of Guangxi Beibu Gulf Airlines' employee or agent mistakes. But Guangxi Beibu Gulf Airlines will not liable for the damage of baggage (including checked baggage, unchecked baggage and hand baggage) if it caused by the defect, quality and flaw of the baggage. Guangxi Beibu Gulf Airlines does not assume liability for normal wear and tear to baggage, which includes: damage to or loss of protruding baggage parts such as straps, pockets, pull handles, hanger hooks, wheels and feet, or other items attached to the baggage as well as damage to over sized/over packed bags.
- 19.3 Guangxi Beibu Gulf Airlines will be liable for the damage of the passenger and baggage caused by Guangxi Beibu Gulf Airlines' delay in the transportation. But Guangxi Beibu Gulf Airlines will not liable for the damage if Guangxi Beibu Gulf Airlines' employee or agent has taken all measures to avoid damage or it is impossible for him to take such measure. Damaged or delayed property must be reported to Guangxi Beibu Gulf Airlines according to Tianjin regulations and time limits, otherwise Tianjin is not liable for responsibility.

19.4 if it is confirmed that the losses are caused or facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Guangxi Beibu Gulf Airlines 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 confirmed by Guangxi Beibu Gulf Airlines that other person rather 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 faults, Guangxi Beibu Gulf Airlines 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.

19.5 On the limitation of liability

- 19.5.1 International Carriage as defined in the 1999 Montreal Convention, is subject to the liability rules of such Convention.
- 19.5.2 International Carriage as defined in the 1929 Warsaw Convention and 1955 Hague Protocol but not in 1999 Montreal Convention, is subject to the liability rules of Warsaw Convention and Hague Protocol.
- 19.5.3 Where International Carriage is not subject to the liability rules of the Convention, is subject to the bilateral agreement or Civil Aviation Law of The People's Republic of China and related regulations about applicable laws, government regulations or orders.

19.6 On the limitation of liability regulated in Convention

19.6.1 Warsaw Convention and Hague Protocol

- 19.6.1.1 The compensation for injuries or deaths paid by Guangxi Beibu Gulf Airlines to passenger will not exceed two hundred fifty thousand French francs or its equivalent.
- 19.6.1.2 The compensation for checked baggage paid by Guangxi Beibu Gulf Airlines is no more than two hundred and fifty French francs per kilogram or its equivalent. The compensation for unchecked baggage or hand baggage paid by Guangxi Beibu Gulf Airlines is no more than five thousand French francs per passenger or its equivalent. If no baggage weight record in the baggage check, the weight of the checked baggage will be regarded as not exceed the free baggage allowance to the related class of cabin. The compensation for checked baggage, which has declared its value subject to 9.8 of Article 9 shall be within the value declaration.

19.6.2 1999 Montreal Convention

- 19.6.2.1. The liability of Guangxi Beibu Gulf Airlines for each passenger for death, wounding or other bodily injury does not exceed 100, 000 SDRs without exclusion or limitation of liability.
- 19.6.2.2. The liability for damage to each passenger exceeds 100, 000 SDRs. However, Guangxi Beibu Gulf Airlines is not liable for the following situations:

- (a) It is proved that the damages caused are not due to the faults or improper measures or negative acts made by Guangxi Beibu Gulf Airlines, its employees or agents;
- (b) It is proved that the damages are absolutely caused by the third party because of its faults, its improper measures or negative acts.
- 19.2.6.3. The liability for damages due to delay throughout the transportation of Guangxi Beibu Gulf Airlines does not exceed 4, 150 SDRs.
- 19.2.6.4. The liability of Guangxi Beibu Gulf Airlines in the case of destroying, loss, damage or delay of checked baggage shall be limited to 1,131 SDRs for per passenger, unless the passenger has made a special declaration on the value of the luggage for the destination and has been surcharged if it is necessary when the passenger delivers his or her checked baggage. Guangxi Beibu Gulf Airlines shall be liable within the scope of the declared value except that Guangxi Beibu Gulf Airlines proves that the value of the luggage declared by passenger is higher than the actual value of the luggage when it is claimed at the destination.
- **19.7** To the extent not in conflict with the foregoing and whether or not the Convention applies:
- 19.7.1 Guangxi Beibu Gulf Airlines is liable only for damage occurring on its own line. Guangxi Beibu Gulf Airlines issuing a ticket or checking baggage over the lines of another carrier does so only as agent for such other carrier.
- 19.7.2 Guangxi Beibu Gulf Airlines is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the passenger to comply with the same.
- 19.7.3 Guangxi Beibu Gulf Airlines' liability shall not exceed the amount of proven damages. Guangxi Beibu Gulf Airlines shall furthermore not be liable for indirect or consequential damages.
- 19.7.4 Guangxi Beibu Gulf Airlines is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Guangxi Beibu Gulf Airlines shall indemnify Guangxi Beibu Gulf Airlines for all losses and expenses incurred by Carrier as a result thereof.
- 19.7.5 Guangxi Beibu Gulf Airlines is not liable for damage to fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines or drugs, which are included in the passenger's checked and carry-on baggage. 19.7.6 If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Guangxi Beibu Gulf Airlines shall not be liable for any illness, injury, disability or death.
- 19.7.7 Any exclusion or limitation of liability of Guangxi Beibu Gulf Airlines shall

apply to and be for the benefit of agents, employees and representatives of Guangxi Beibu Gulf Airlines and any person whose aircraft is used by Guangxi Beibu Gulf Airlines and Guangxi Beibu Gulf Airlines' agents, employees and representatives. The aggregate amount recoverable from Guangxi Beibu Gulf Airlines and from such agents, employees, representatives and persons shall not exceed the amount of Guangxi Beibu Gulf Airlines' limit of liability.

Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

Article 20 Time Limitation on Claims (Complaints) and Actions

20.1 Time Limitation on Claims (Complaints)

20.1.1 In the case of damage to checked baggage, the person entitled to delivery should file a complaint to Guangxi Beibu Gulf Airlines forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal.

20.1.2 No action shall lie if the person entitled to delivery does not file a complaint to Guangxi Beibu Gulf Airlines according to regulations above.

20.2 Time Limitation on Actions

Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

20.3 E-mail address for passenger options reception, gx_bbwyjsl@hnair.com; The telephone number of service supervisor is 0771-5573987;Calling center 95370 (7×24). Service time for E-mail and service supervisor: 9: 00-11:50, 13:40-17:30 Mon.-Fri.. 24-hour customer service telephone at 95370., during non-service time. Beibu Gulf Airlines will make a resolution within 10 working days after receiving passenger complaints.

Article 21 Modification and Effectiveness

21.1 According to Regulations made by Civil Aviation Administration of China (CAAC), Guangxi Beibu Gulf Airlines has the right to modify these regulations of carriage without prior notice. This kind of modification does not apply to carriage that has already begun prior to such modification.

No agent, employee or representative of Guangxi Beibu Gulf Airlines has authority to alter, modify or waive any provision of these Conditions of Carriage.

- 21.2 There are two versions of these Conditions, a Chinese version and an English version. In the event of any dispute, the Chinese version will be taken as final.
- **21.3** These conditions have been put on record on the CAAC Service Quality Supervision Platform and announce to the whole society, and will come into effect on **01Sep**, **2021**.

Guangxi Beibu Gulf Airlines Co., Ltd has the right to interpret these conditions.

Annex I

The Transportation Condition of Infant, Pregnant Woman, Accompanied Minor, Persons with An Illness or those Passengers Requiring Special Assistance

1.1 Infant

- 1.1.1 An infant less than fourteen day after birthday and a premature baby less than 90 days old are prohibited for flight transportation in order to guarantee safety.
- 1.1.2 One infant every one adult can enjoy this ticket fare, but with no separate seat. If each adult bring more than one infants, other infants surpassing one should pay same fare as children ticket and occupy one separate seat.

1.2 Pregnant Woman

1.2.1 Beibu Gulf Airlines will refuse transportation with the following conditions.

Pregnant woman 36 weeks or more than 36 weeks,

The pregnancy, expected date of childbirth is within 4 weeks,

When it comes to the expected date of childbirth but no exact date can be determined, and known to have multiple births or expected delivery complications;

Less than 7 days after natural birth, dystocia and preterm birth by the doctor's diagnosis shows not suitable for flight.

1.3 The Other Pregnant Woman

1.3.1 The followings can be transported.

Pregnant woman 32 weeks or less can take flight except certain case that *Medical diagnosis certificate* shows not suitable for flight. Before the seat-reservation apply, IDs and expected date of childbirth certificate are required for issuing boarding pass when passenger check-in.

1.3.2 Pregnant woman between 32weeks and 36weeks.

In case of special circumstances, passengers should be accompanied by adults. Fill in three copies of Diagnosis certificate and application for special passenger(Pregnant woman). The diagnosis certificate should be issued 24 hours before departure, it is valid with assigned hospital stamp and doctor signature. Indicated suitable for travel before XX date.

.Ddiagnosis should including,

- 1) Name, age
- 2) Pregnancy(pregnant women more than 36 weeks take short travel, mention expected date of childbirth)
- 3) flight route and date
- 4) suitable or not for flight
- 5) Need other special care or not

Ticketing can be issued after inspection and confirmation that pregnant woman can travel

on flight.

1.4 Accompanied Minor

The following requirement should be met, Beibu Gulf Airlines can transport. unaccompanied minor

The minor under 5 years can not be transported in principle.

The deaf-mute or blind minor under 12 years cannot be transported.

Beibu Gulf Airlines agree the transportation requirement.

Ticket issued wasn't by Beibu Gulf Airlines or Authorized agents;

The domestic and international connecting flights is not allowed to transport accompanied minor.

Children must be accompanied by an adult over 18 years of age with full capacity for civil conduct. If not accompanied by an adult, the unaccompanied minor transportation service will be provided on the premise that our unaccompanied minor transportation conditions are met, otherwise the unaccompanied minor transportation will not be carried.

1.5 Persons with An Illness or those Passengers Requiring Special Assistance

- 1.5.1 Beibu Gulf Airlines requires passengers with certain medical conditions to provide medical certificates. A medical certificate is not required for passengers with rheumatoid arthritis, asthma, simple fractures (forearm, hand, foot, and one leg with plaster) who can travel independently to an emergency evacuation and do not require a separate attendant. But for safety reasons, passengers are not allowed to carry oxygen bottles.
- 1.5.2 Due to the following reasonable medical considerations, Beibu Gulf Airlines will require passengers who have presented a medical certificate to undergo additional medical screening.

Passenger's condition has significantly deteriorated since the departure.

To demonstrate that the apparent concealment of illness posed a health threat to other passengers on the flight.

1.5.3 The passenger is considered not suitable for travel and shall not be transported if the additional medical examination concludes that:

The passenger who may require special medical assistance during the travel.

The passenger poses an immediate threat to the health or safety of other passengers on the flight.

The Other patients and related transport conditions please refer to the Chinese version.