

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

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Article 1 Definitions

1 The definitions of the following expressions in the “Beijing Capital Airline General Conditions of International Carriage for Passengers and Baggage” (hereinafter referred to as the Conditions), are as follows:

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

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

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

1.4 “Validating Carrier” the issuing airline whose numeric airline code is reflected in the transaction for the flight coupon(s).

1.5 “Operating carrier”, the carrier used in a codeshare situation when different from the marketing carrier.

1.6 “Airport Authority”, it refers to the organization with legal personality established according to law or entrusted to be responsible for airport safety and operation management.

1.7 “Authorized Sales Agent” means an agent who has been appointed by the carrier to represent the carrier in the sale of air transportation.

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

1.9 “Ticket” the document issued by or on behalf of carrier and including conditions of contract, notices and the coupons contained in it.

1.10 “Days” means calendar days, including all seven days of the week; provided that, for the purpose of passenger notification, the day upon which notice is dispatched shall not be counted.

1.11 “Tickets purchased”, it refers to the state that the transport contract is established according to the law or the agreement of both parties.

1.12 “Exchange”, the issuance of a new ticket necessitated by a change to the carrier, flight, date, class of service or sector of the first flight coupon of the ticket.

1.13 “Voluntary refund”, it refers to the passenger's request for refund due to his own reasons.

1.14 “Involuntary refund”, unused ticket is refund because of: Flight cancellation, Flight schedule change, Over carriage, Misconnection.

1.15 “Voluntary exchange”, it refers to the passenger's request for exchange due to his own reasons.

1.16 “Involuntary exchange”, unused ticket is exchanged because of: Flight cancellation, Flight schedule change, Over carriage, Misconnection.

1.17 “Carrier reasons”, it refers to the carrier's internal reasons, including maintenance, flight deployment, crew deployment, etc.

1.18 “Non-carrier reasons”, it refers to other reasons unrelated to the carrier's internal management, including weather, emergencies, air traffic control, security inspection, passengers and other factors.

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

1.20 “Checked Baggage” means Baggage of which the carrier takes

sole custody and for which the carrier has issued a baggage check.

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

1.22 “Ticket Price”, the price for the carrier to transport passengers from the origin to the destination by using civil aircraft, excluding taxes and fees collected in accordance with the state regulations.

1.23 “Planned departure time”, departure time approved by flight time management department.

1.24 “Planned arrival time”, it refers to the arrival time approved by the flight schedule management department.

1.25 “Ticket tariffs”, the published fares, rates, changes and related conditions of a carrier.

1.26 “Ticket rebooking”, a change to the reservations date without a change of ticketed points.

1.27 “Endorsement”, the transfer of authority required when a passenger with an international ticket wishes to rebook to a carrier other than the carrier shown on the ticket.

1.28 “Interline flight”, means more than two (inclusive) flights listed in a single transport contract.

1.29 “Missed flight”, it refers that the passenger fails to complete the check-in procedures within the specified time or fails to board due to the non-compliance of his / her ID card.

1.30 “Wrong multiply”, refers to the passenger taking the wrong flight.

1.31 “Missed multiplication”, it refers that the passenger fails to take the flight listed in his ticket after completing the check-in procedures or passing through the boarding gate.

1.32 “Small animals”, it refers to the small animals consigned by passengers, including cats, dogs or other kinds of small animals raised by families.

1.33 “Over booking”, it refers to the carrier's behavior that the number of seats sold exceeds the actual number of seats available on a certain flight in order to avoid seat wasting.

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

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

Article 2 Scope of Use

2.1 General

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

2.1.2 These Conditions also apply to no-charge and reduced fares carriages.

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

2.2 Charter

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

2.3 Codeshare

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

2.4 Exceptions

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

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

Article 3 Ticket

3.1 Ticket is Evidence of the Contract of Carriage

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

The sales agent shall notice the passenger the ticket's cabin code, applicable fares and tariff, including the exchange rule and refund rule, free baggage allowance, and whether the flight provides meals. The sales agent shall notice the passengers the travel information, including the check-in deadline at the departure terminal, prohibited or restricted luggage, etc.

Passengers need to check the relevant regulations of the departure, stopover or destination country.

3.2 Provisions for Using Tickets

Passengers must purchase tickets with their own valid ID, the valid ID card used for booking shall be the same as that used for check-in. A person who uses an electronic ticket shall not be entitled to be carried on a flight unless that person provides valid identification

and valid status of the electronic ticket checked by Beijing Capital Airline or its ground service agent. The electronic ticket itinerary only records the passenger's travel information, and cannot be regarded as the necessary evidence for the passenger to check in and have security inspection.

3.3 Ticket not Transferable

3.3.1 Tickets are not transferable.

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

3.3.3 If a ticket were to be used or refunded by any person other than the person entitled to be carried, Beijing Capital Airline would not be liable to the person entitled to be carried or refunded.

3.4 Period of Validity of the Ticket

3.4.1 A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue.

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

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

date.

3.5 Extension of Validity of the Ticket

3.5.1 If for the following reasons, the passenger is prevented from travelling within the period of validity of the ticket, the validity of the passenger's ticket will be extended until Beijing Capital Airline first flight on which space is available in the class of service for which the fare has been paid, the extension shall not exceed one year:

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

3.5.2 When a passenger is prevented from travelling within the period of validity of his/her ticket by reason of illness, Beijing Capital Airline will extend the period of validity of that passenger's ticket until the date when he/she becomes fit enough to travel according to a medical certificate, or until Beijing Capital Airline first flight after such date from the point where the journey is

resumed on which space is available in the class of service for which the fare has been paid. If the later flight's fare is higher than that of the class paid by the passenger, the fare difference shall be paid. The validity of the ticket will be extended for no more than three months. In such circumstances, Beijing Capital Airline will extend similarly the period of validity of tickets of other members of his or her accompanied passenger (a maximum of two).

3.5.3 In the event of the death of a passenger, 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, the validity of the passenger's ticket may be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be longer than forty-five (45) days from the date of the death shown on the death certificate. Accompanying passengers are limited to two.

3.6 Coupon Use Sequence

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

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

stopping place.

3.6.3 Each flight coupon, or in the case of an electronic ticket, will be accepted for carriage by Beijing Capital Airline in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, 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.

Article 4 Fares and Fees

4.1 General

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

4.2 Applicable Fare

The fare will be calculated in accordance with our tariff in effect on the date of issuing your ticket for travel on the specific date, itinerary and other information shown on the ticket.

4.3 Taxes and Charges

The passenger should pay the applicable taxes, fees and charges imposed by government or other authorities, or by the operator of an airport. At the time you purchase your ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the ticket.

4.4 Currency

Except where otherwise provided, passengers should pay fares and charges in the currency of the place of issuance of the ticket. When payment is made in a currency other than the currency of country of issue, such payment will be made at the BSR.

Article 5 Reservations

5.1 General

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

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

5.2 Ticketing Time Limit

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

5.3 Personal Data

The passenger shall provide the carrier or the sales agent with the necessary personal information and the effective contact information as stipulated by the state. When the carrier or its sales agent sells tickets, the passenger's contact information and other

necessary personal information shall be accurately entered into the CRS system.

The passenger accepts that personal data has been given to Beijing Capital Airline for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements. For these purposes the passenger authorizes Beijing Capital Airline to retain such data and to transmit it to government organizations, its own offices, other carriers or the providers of such services, in whatever country they may be located.

5.4 Seating

Beijing Capital Airline will do our best to meet your advance seating request, however we cannot guarantee that we can provide any specific seat to you. For operational, safety or security reasons, we reserve the right to assign or reassign seats at any time, even after boarding on the aircraft.

5.5 Reconfirmation of Reservation

Beijing Capital Airline does not require reconfirmation of reservations for continuing or return flights that have already been booked. However, if the ticket contains flights which connect to another carrier's flight, it may be subject to the operating carrier's requirement of reservation reconfirmation. In the event of failure to comply with any such requirement, the carrier has the right to cancel the passenger's reservation and Beijing Capital Airline is not

liable to the passenger for loss or expense resulting from this. Passengers should first inquire about reconfirmation of reservation requirements of the other relevant carriers, and if reconfirmation of reservations is required, the passenger should comply with the reconfirmation rule directly with the carrier whose code is shown on the ticket.

5.6 The carrier will cancel the connecting flight seat

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

5.7 Reserve seat priority

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

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

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

Article 6 Check-in and Boarding

6.1 Check-in

6.1.1 Check-in deadlines differ according to airports and we suggest that you keep yourself informed about and meet these check-in deadlines. The passenger shall arrive at the airport within the prescribed time limit to complete travel document inspection, baggage checking and boarding pass issuance with valid personal identification and travel documents. We have the right to cancel your reservation if you fail to complete check-in before the specified check-in deadline.

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

6.2 Boarding

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

Article 7 Carriage Refusals and Restrictions

7.1 Right to Refuse Carriage

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

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

7.1.2 Passengers who refuse to accept security check.

7.1.3 Luggage without safety inspection.

7.1.4 The passengers' behavior may endanger flight safety or public order, the passenger have committed misconduct during the transport by air ever before, and the carrier have reason to believe that such misconduct could occur again.

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

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

7.1.7 The passenger does not show his passport, visa or other valid travel documents. The passenger may seek to enter a country illegally through which he is in transit, or may destroy his documentation during the flight, or will not surrender travel

documents to be held by the flight crew, against receipt, when so requested by Beijing Capital Airline.

7.1.8 Passengers whose identity documents issued at the time of check-in are inconsistent with those issued at the time of ticket purchase.

7.1.9 The ticket has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or has been reported as being lost or stolen, or is a counterfeit ticket, or the person presenting the ticket cannot prove that he is the person named in the ticket.

7.2 Beijing Capital Airline has the right to determine the carriage of passenger and baggage when the actual load exceeds the maximum load of the aircraft. Beijing Capital Airline will inform such passengers before departure, and the ticket will be handled as involuntary refunding.

7.3 Limitations on Carriage

Passenger who travels with infant, unaccompanied minor, disabled person, pregnant woman, person with illness or other types of passenger who need special assistance can be accepted for carriage, please call our customer service hotline 95375 in advance.

7.4 Arrangements for Passengers refused to be carried

When travelling by Beijing Capital Airline, in the event of the carriage of a passenger or baggage being refused, if a passenger

requests a written proof, unless otherwise regulated by the state, the carrier shall provide it in time. If the passenger requests to refund for personal reasons, it should be handled as voluntary refunding. If it is non personal reason, it should be handled as involuntary refunding.

7.5 Arrangements for passengers who missed the flight or take the wrong flight

The passenger is missed due to the carrier's reason; the carrier or its sales agent shall, on the involuntary principles, exchange or refund the ticket.

The passenger is missed due to the non-carrier's reason; the carrier or its sales agent shall, on the voluntary principles, exchange or refund the ticket.

Article 8 Baggage

8.1 Items Prohibited and Limited as Baggage

8.1.1 Items which are unacceptable as baggage

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

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

8.1.1.3 Guns ammunitions knives or other similar items or replicas of the above items. But firearms and ammunitions for hunting and sporting purposes can be accepted as checked baggage, subject to the requirements set forth in Article 8.1.3

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

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

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

8.1.2 Items which are not transported as checked baggage

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

8.1.3 Items which are limited in transportation

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

8.1.3.1 We recommend that precision instruments and electric devices be carried as cargo. If they are carried as checked baggage, they must be properly packed, these items are not factored into the

free baggage allowance, and baggage fee must be paid for such baggage separately based on the standards on excess baggage fee collection.

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

8.1.3.3 The forbidden to carry goods, such as sharp instruments, blunt objects, etc., which are prohibited by the CAAC, can be carried as luggage.

8.1.3.4 Dry ice, liquid drinks, cosmetics containing alcohol.

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

8.1.4 Items that shall have an exemption baggage tag attached

Due to the value , nature of contents or possible passenger negligence which would lead to controversy when accepting baggage, Beijing Capital Airline shall attach an exemption baggage tag to exempt the corresponding responsibility of Beijing Capital

Airline. Such baggage may include:

8.1.4.1 Fragile and easily damaged baggage

8.1.4.2 Improperly packed baggage

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

8.1.4.4 The passenger was late in presenting the baggage for transportation

8.1.4.5 Damaged baggage

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

8.1.4.7 Unlocked baggage or baggage with a broken lock

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

8.2 Right to Refuse Carriage

Beijing Capital Airline may refuse carriage of baggage of such items described in 8.1.1 of this Article and may refuse further carriage of any such items on discovery thereof during carriage.

8.3 Right of Check

For reasons of carriage safety and security, Beijing Capital Airline can check passenger's baggage according to the regulation. For the purpose of determining whether passenger carried or carried secretly items in the baggage described in 8.1.1 and 8.1.3 above, Beijing Capital Airline may check, scan or X-ray check the

passenger's baggage even if he or she does not present. If any damage occurs because of the X-ray check or scan, Beijing Capital Airline takes no responsibility unless the damage is the result of Beijing Capital Airline negligence. If the passenger is unwilling to comply with such a request, Beijing Capital Airline may refuse to carry the passenger or the baggage.

8.4 Checked Baggage

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

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

8.4.3 Best efforts should be made by Beijing Capital Airline for checked baggage to be carried on the same flight with the passenger, however for the purpose of safety, or transportation security, in the event passenger's checked baggage cannot be carried along with the passenger, Beijing Capital Airline should explain to the passenger and carry the checked baggage on the next flight when the space is available. If your checked baggage is carried on a subsequent flight we will deliver it to your hand, unless the law requires you to be present for customs clearance.

8.4.4 At present, the size, weight and pieces of free baggage

allowance on the international routes of Capital Airlines is: 2 pieces for business cabin (the weight of each piece of luggage shall not exceed 32kg / 70lb, and the sum of three dimensions shall not exceed 158CM / 62in.), 1 piece for economy cabin (the weight of each piece of luggage shall not exceed 23kg / 51lb, and the sum of three dimensions shall not exceed 158CM / 62in.). Unless otherwise specified, the provisions of baggage allowance for international routes issued by the carrier shall prevail.

8.5 Unchecked (Carry-On) Baggage

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

8.5.2 Unless otherwise specified, unchecked baggage taken into the business cabin may not exceed 2 pieces, economy cabin may not exceed 1 piece and 5kg/piece and the total length of its three dimensions may not exceed 115cm. Baggage which exceeds the above regulations should be transported as checked baggage.

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

into the cabin. Charges will be issued according to the seat space taken up in the cabin.

8.6 Free Baggage Allowance

8.6.1 For JD's international flight, the free baggage allowance is calculated by piece. The pieces of free baggage allowance will be handled according to the provisions of each route.

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

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

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

8.7 Excess Baggage

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

excess baggage check.

8.7.2 Each piece of baggage exceeding the free baggage allowance will be charged according to the relevant regulations.

8.8 Value Declaration and Charge

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

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

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

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

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

8.8.6 If partial transportation of the baggage with value declaration is carried by other carriers that do not offer a value declaration service, Beijing Capital Airline has the right to refuse the offer

value declaration service for Carried Baggage.

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

8.9 Delivery of Baggage

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

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

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

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

8.10 Special regulations

8.10.1 Seat Baggage

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

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

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

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

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

8.10.3 Diplomatic bags

8.10.3.1 According to the request of diplomatic couriers, Beijing

Capital Airline can treat this as checked baggage and the carrier bears only the normal checked baggage responsibility.

8.10.3.2 If diplomatic bags require seats, 8.10.1 is applied.

8.11 Animals

8.11.1 Small Animals

8.11.1.1 The term “small animals” means dogs, cats, and other domestic household pets. Wild animals and other animals with strange shapes or those that are liable to injure people (e.g., snakes) are not included in the category of small animals.

8.11.1.2 If a passenger checks through small animals, the animals should be properly put in a suitable container and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage.

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

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

8.11.1.5 The passenger whose small animal has caused other

passengers or crew members damages or injuries will take full responsibility.

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

8.11.2 Assistance dogs, guide dogs and hearing dogs

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

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

8.11.2.3 When assistance dogs, guide dogs and hearing dogs are carried in the cargo compartment, they must be in suitable containers.

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

8.11.3 Passengers are completely liable for the injury or death of the animals above, except the case that Beijing Capital Airline is clearly responsible for the injury or death either intentionally or by accident or except as the Convention may require. On some long-distance flights without stopovers or some special types of aircraft, it is not

suitable to carry guide dogs or hearing dogs and Beijing Capital Airline has the right to refuse the carriage of the animals subject to applicable law. Beijing Capital Airline bears no responsibility for the injury, loss, delay, disease or death of the animals after border entry or when the animals are refused border entry except as the Convention may require.

Article 9 Schedule, Delays, Cancellation of Flights

9.1 The timetable

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

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

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

9.2 The cancellation and changes of flights

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

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

9.2.2 To guarantee the safety of flight

9.2.3 A reason carrier cannot control or predict

9.3 Arrangements for Irregular flights

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

9.3.1 Rebook the passenger on its first subsequent Beijing Capital Airline(JD) flights on which space is available 9.3.2 Provide a refund according to the relative regulations about involuntary refund in article 11. 5.

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

9.4 Limited liability

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

Article 10 Itinerary & Ticket Changes

10.1 When a passenger requests to change the unused coupon, destination, seat class, flight or the date of the Ticket, it is defined as a voluntary itinerary change. When the Carrier cancels the flight for which space is reserved, cancels the landing at the destination or the stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, and causes the passengers to change their itinerary, it is defined as an involuntary itinerary change.

10.2 The handling of voluntary itinerary changes will be carried out in accordance with the Capital Airlines' international ticket sales, exchange, refund regulations.

10.3 The handling of involuntary itinerary changes shall be carried out in accordance with the Capital Airlines' international irregular flights regulations.

Article 11 Refund

11.1 General

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

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

11.1.3 The carrier or its sales agent shall complete the refund procedures within 7 working days from the date of receiving the passenger's valid refunding application (excluding that day), the above time does not include the processing time of financial institutions.

11.2 Place for refund

A refund should be made at the place where the ticket was issued or another place agreed by Beijing Capital Airline.

11.3 Currency

All refunds will be subject to the regulations of the country in which

the ticket was originally issued and of the country in which the refund is being made. Refunds will be made in the currency in which the ticket was paid for, or in the currency of the country where the ticket was issued or where the refund is being made.

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

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

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

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

11.4.3 The carrier shall refund the fare to the person who holds all unused tickets, and meets the provisions of paragraph (1) of this

article, and shall be deemed to be a proper refund and the carrier shall be discharged liability immediately.

11.4.4 The passenger who buys an electronic ticket should show his or her valid identity card.

11.5 Involuntary Refunds

Because of involuntary routing, refunds will be made according to the Capital Airlines' international irregular flights regulations.

11.6 Voluntary Refunds

If the passenger wishes to refund voluntarily, the amount of the refund shall be calculated by the Capital Airlines' international ticket sales, exchange, refund regulations.

11.7 Right to Refuse Refunds

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

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

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

that he/she will depart therefore by another carrier or another means of transport.

Article 12 Conduct aboard Aircraft

12.1 general provisions

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

12.2 Electronic equipment

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

12.3 Non Smoking On board

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

12.4 Safety belt

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

belts.

Article 13 Common service

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

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

In a connecting flight, if the passenger is unable to complete the whole journey due to the change of itinerary, the carrier shall assist the passenger to reach the final destination or stopover.

In a connecting flight, if the passenger changes the ticket involuntarily, it shall be handled in accordance with the involuntary change provisions; In case of involuntary refund, it shall be handled in accordance with the involuntary refund provisions.

13.3 During journey Beijing Capital Airline provides passengers drinks and meals according to the ticket regulation. Beijing Capital Airline can charge passengers accordingly, if they demand other services in excess of the prescribed.

Article 14 Additional Service Arrangements

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

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

Article 15 Administrative Formalities

15.1 General

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

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

15.2 Travel Documents

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

15.2.2 Beijing Capital Airline reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents

do not appear to be in order, or who does not permit Beijing Capital Airline to take and retain copies thereof.

15.3 Refusal of Entry

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

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

15.4 Fines, Detention Costs, etc.

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

15.5 Customs Inspection

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

15.5.2 Beijing Capital Airline is not liable to the passenger for any

loss or damage suffered by the passenger through failure to comply with the above-mentioned requirement.

15.6 Security Inspection

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

15.7 Laws and Regulations

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

Article 16 Liabilities and Limitations

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

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

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

16.4 When a ticket is used for carriage by Beijing Capital Airline and another carrier or is an interline ticket, those carriages should be viewed as separate. Beijing Capital Airline is liable only for damage occurring on its own carriage flights. Beijing Capital Airline issuing a ticket or checking baggage over the lines of another carrier does

so only as an agent for that other carrier. For checked baggage, the passenger may seek compensation from the carrier that is listed on the ticket or baggage check.

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

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

16.6 The carrier is not liable for any damage caused to passengers arising from our compliance with applicable laws or government rules and regulations, or from your failure to comply with the same. Beijing Capital Airline liability for compensation is limited to compensatory damages according to these conditions. Beijing Capital Airline will not undertake any punitive, exemplary or any other non-compensatory damages under any circumstances.

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

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

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

16.8 Compensation liability limitations for physical harm

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

16.8.1 Injury or death caused to passengers that is not caused by the

mistake or other misconduct or inaction by Beijing Capital Airline, its employees or agents.

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

16.9 Delay of baggage and compensation liability limitations

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

If the passenger's checked baggage arrives late, the carrier shall promptly notify the passenger to receive it. Unless otherwise stipulated by the state, if the arrival of the checked baggage is delayed due to non-passenger reasons and the passenger requests direct delivery, the carrier shall deliver the checked baggage directly to the passenger free of charge or negotiate a solution with the passenger.

In case of delay, loss or damage of checked baggage in the process of baggage transportation, the carrier or its ground service agent shall provide the certificate of baggage transportation accident as required by the passenger.

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

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

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

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

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

Article 17 Other Provisions

17.1 Complaint acceptance

Beijing Capital Airlines' service complaint acceptance email:

sdhktsjdx@hnair.com

Complaint acceptance hot-line: +86,10 95375,010-69615308 (7x12 hour : 08:30-20:30) ,010-69615309 (working day : 08:30-11:30, 13:30-16:30) .

Link to the official website of general conditions of international transportation:

https://www.jdair.net/b2c/frontend/information/forwarding_clause_international.jsp

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

17.3 These conditions will officially come into effect and be implemented on Sep. 1st, 2021. For contracts of carriage settled after this date (including), these conditions shall be used.

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

conditions will still be used.

Beijing Capital Airline has the right to interpret these conditions.