# 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 condition 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 condition 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, patients, criminal suspect and his escort etc. are part of these condition and have the same legal effect as this condition.

Due to the special characteristics of the air transportation industry and relevant regulations of China, these conditions are formulated by Beibu Gulf Airlines and published to the whole society through Beibu Gulf Airlines' official website after filing with the civil aviation service quality supervision platform. Passengers are requested to read all the contents of these conditions carefully in advance, especially the bolded parts. If there is any doubt about some of the terms and conditions, or if you think that some of the terms and conditions need to be amended, you may submit them in writing to Beibu Gulf Airlines before purchasing the Ticket. Any passenger who applies for a ticket from Beibu Gulf Airlines directly or indirectly through a third party, or who does not apply for a ticket from Beibu Gulf Airlines but actually travels on Beibu Gulf Airlines flights, indicates his or her willingness to accept and abide by these conditions in their entirety.

These conditions will come into effect on Jan 21, 2023.

Hereby declared the above.

Guangxi Beibu Gulf Airlines Co., Ltd.

Jan 21, 2023

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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:

1.1 **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).

- 1.2 **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.
- 1.3 **Carrier** means the public air transportation corporation, who transport the passengers listed in the tickets and their baggage for profit purposes.
- 1.4 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.
- 1.5 **Contracting Carrier** means a carrier, which concludes a contract on its behalf with the passenger.
- 1.6 **Operating Carrier** means a carrier, who performs the relevant transportation contract authorized by Contracting Carrier.
- 1.7 **Validating Carrier** means an air carrier, whose Airline Designator Code appears on the Coupon.
- 1.8 **Beibu Gulf Airlines** means an abbreviation of Guangxi Beibu Gulf Airlines Co., Ltd.
- 1.9 **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.
- 1.10 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
- 1.11 **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.
- 1.12 **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.
- 1.13 **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.
- 1.14 **Passenger** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.
- 1.15 **Children** means any person whose age is above two (2) years and below twelve (12) years on the date of commencement of travel.
- 1.16 **Infant** means any person whose age is above fourteen (14) days and below two (2) years on the date of commencement of travel.
- 1.17 **Ticket** means a kind of transport document, including paper tickets and electronic tickets.
- 1.18 **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.
- 1.19 **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.
- 1.20 **Electronic Ticket Itinerary** means a paper document that contains the information of passenger's name, routes and price, etc.
- 1.21 **Conjunction Ticket** means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.
- 1.22 **Passenger Coupon** means that portion of the Paper Ticket, which is so marked and which ultimately is to be retained by the passenger.
- 1.23 **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.
- 1.24 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.

- 1.25 **Ticket Revised** means the changes of ticket date, class and endorsement.
- 1.26 **Voluntary Refund** means a refund request by a passenger for his or her own reasons.
- 1.27 **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.
- 1.28 **Voluntary Ticket Revised** means the change request by a passenger for his or her own reasons.
- 1.29 **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.
- 1.30 **Carrier's reason** means carrier's internal management reasons, including maintenance, flight deployment, crew deployment, etc.
- 1.31 **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.
- 1.32 **Force majeure** refers to objective circumstances that cannot be foreseen, avoided or overcome, including but not limited to natural disasters (fire, drought, earthquake, wind, snow, landslide, flood, etc.), governmental actions (government intervention, prohibition, etc.), social events (war, unrest, strikes, epidemic, etc.).
- 1.33 **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.
- 1.34 **Checked Baggage** means Baggage of which the carrier takes sole custody and for which carrier has issued a baggage check.
- 1.35 **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.
- 1.36 **Baggage Tag** means the remarks to distinguish the baggage and the document for the passenger to receive checked baggage.
- 1.37 Excess Baggage means the portion of baggage which exceeds the free baggage allowance calculated by weight or piece.

- 1.38 **Stopping Places** means those places, except the place of departure and the place of destination, as scheduled stopping places on the passenger's route.
- 1.39 **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.
- 1.40 **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.
- 1.41 **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.
- 1.42 **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.
- 1.43 **Special Fare** means a fare other than the normal fare.
- 1.44 **SDR** means a Special Drawing Right as defined by the International Monetary Fund.
- 1.45 Planned Departure Time means the departure time approved by the flight time management department.
- 1.46 **Scheduled time of arrival** means the time of arrival approved by the flight time management authority.
- 1.47 **Check-in deadline** refers to the time when the flight check-in process stops. Check-in deadline is according to the regulations issued by each airport or Guangxi Beibu Gulf Airlines.
- 1.48 Ticket conditions means the fare rules applicable to a given class code or fare type.
- 1.49 Ticket rescheduling means a change of flight time or flight date specified in the ticket of the same carrier.
- 1.50 **Endorsement** means the change of the carrier listed on the ticket.
- 1.51 **Connecting flights** means two or more flights listed in a single contract of carriage.
- 1.52 **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.
- 1.53 **Take a wrong flight** means a passenger takes a flight that is not listed on his or her ticket.
- 1.54 **Missed flight** means a passenger fails to board the flight listed on his/her ticket after

checking in or at a stopover

- 1.55 **Small animals** means small animals checked in by passengers, including cats, dogs and other types of small animals kept by families.
- 1.56 **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.
- 1.57 The time limit calculated according to the working day in these provisions shall be calculated from the next day.
- 1.58 **Certificate of diagnosis** means that issued by medical units of county or city level or other equivalent medical units. This certificate of diagnosis shows diagnosis results with doctor's signature and medical units stamp. Stating that the passenger can safely complete his or her travel by air without additional medical assistance. The contents include detailed information of passenger's declaration on board the plane, and the explanation of conditions and conditions of patients who are generally unfit for air travel from aviation medicine for the reference of the hospital.
- 1.59 **The departure of the flight is delayed or advanced** means actual departure time of the flight is later or earlier than the scheduled departure time which is more than 15 minutes (excluding).

## **Article 2 Application**

#### 2. 1 General

- 2.1.1 Except as provided in 2.1.2, 2.2, 2.3 and 2.4 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 free and concessionary fare transportation 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 Codeshare

Guangxi Beibu Gulf Airlines General Conditions also applies to codeshare flights operated by other carriers. However, each operating carrier of a codeshare flight has its own Conditions of Carriage or transportation regulations with respect to the operation of its own flights, and some may differ from Guangxi Beibu Gulf Airlines Conditions of Carriage for flights operated by Guangxi Beibu Gulf Airlines. These different rules and Conditions of Carriage established by the operating carrier will be considered as parts of Guangxi Beibu Gulf Airlines General Conditions of Carriage on codeshare flights, and will take precedence over Guangxi Beibu Gulf Airlines General Conditions of Carriage on these codeshare flights. Terms and conditions that differ between Guangxi Beibu Gulf Airlines and its codeshare partners may include, but are not limited to:

- 1. Deadline for check-in;
- 2. Refusal and limitation of carriage;
- 3. Carriage of baggage, including but not limited to free checked baggage and carry-on luggage allowance and, the standards on excess baggage charges etc.;
- 4. Rules for the disposal of overbooking of flights, passenger services and compensation for flight departure delays, etc.;
- 5. Passengers' conduct aboard aircraft;
- 6. Liability for damages and compensation, etc.;

## 2.4 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, taxes and fees 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.

The fare will be calculated based on the fare in effect on the date the passenger purchased the ticket from Guangxi Beibu Gulf Airlines, which applies to the specific date, itinerary and other transportation contents specified on the ticket. If the fare is adjusted after ticket is sold, the fare will not be changed. When confirming the seat of a flight for an open ticket, if there is a change in the fare, the difference shall be handle on the principle of more than refund and less compensation. Voluntary changes to the passenger's ticket or changes to ticket for non-Guangxi Beibu Gulf Airlines reasons may affect the fare payable.

Passengers traveling on the concessionary fares, special fares shall comply with the conditions applicable to the concessionary fares.

## 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 are not included in the published fares. The tax or fee shall be paid by the passenger at the time of ticket purchase and shall be collected by the airline on his behalf. When passengers purchase their tickets, Guangxi Beibu Gulf Airlines will inform them of the specific taxes and fees that are not included in the ticket price.

## **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.
- 6.1.3 In order that passengers can better understand the service information of the selected flight, Guangxi Beibu Gulf Airlines or Guangxi Beibu Gulf sales agents, when selling tickets through the network channel, shall inform passengers of the main service information of the selected flight in a prominent manner, including but not limited to the following, and passengers shall read it carefully to ensure that the information is accurate.
- 6.1.3.1 The name of carrier, including the contracting carrier and the operating carrier.
- 6.1.3.2 The airport and its terminal at the origin, transit point and destination of the flight;
- 6.1.3.3 Flight number, flight date, cabin class, planned departure and arrival times;
- 6.1.3.4 When booking two or more flights at the same time, it should be clear whether the flight is a joint flight.
- 6.1.3.5 The fares applicable to the flight and the fare rules and tariff of the ticket, including the rules for ticket change and the rules for refunds, etc.;
- 6.1.3.6 Whether meals are provided on the flight;
- 6.1.3.7 Taxes and fees collected in accordance with state regulations.
- 6.1.3.8 The applicable regulations on carriage of baggage for the flight, including baggage size, weight, free baggage allowance, etc.

When Guangxi Beibu Gulf Airlines or Guangxi Beibu Gulf Airlines sales agents sell ticket through ticketing offices or by other means such as telephone, they will clearly inform passengers of the above information or to visit Guangxi Beibu Gulf Airlines official website (http://www.gxairlines.com) for ways to obtain the above information.

## **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**

6.3.1 Passengers shall provide Guangxi Beibu Gulf Airlines or Guangxi Beibu Gulf sales agents with the necessary personal information required by our country and the real and valid contact information of the passengers, and shall be responsible for the authenticity and accuracy of the documents and information provided, and ensure that they use same documents for the purchase of their tickets and the registration procedures for the flight, otherwise the passengers shall be responsible for any damage arising therefrom. When purchasing tickets through network or telephone, passengers shall provide information

including but not limited to the passenger's valid ID number, contact number, birth date of child and baby and so on; when purchasing tickets at the ticketing office, passengers shall present their own valid identity documents or other valid identity documents issued by the public security organ.

6.3.2 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.

6.3.3 Guangxi Beibu Gulf Airlines, airport management agencies, Guangxi Beibu Gulf Airlines ground service agents, Guangxi Beibu Gulf Airlines sales agents, airline sales network platform operators, and airline information enterprises shall not disclose, sell, illegally use or provide personal information of passengers to others in accordance with national regulations on personal information protection.

### 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 shall be with a valid identity document identical to the one used to purchase the ticket.
- 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

- 8.3.1 Transportation condition for infant, pregnant woman, accompanied minor, patients, criminal suspect and his escort etc. 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 or Guangxi Beibu Gulf Airlines' official website for transportation Condition.
- 8.3.2 Passengers for restricted carriage: For safety reasons, Guangxi Beibu Gulf Airlines controls the number of passengers for restricted carriage on each flight accordingly.
- 8.3.3 In compliance with the relevant laws and regulations of the civil aviation authorities on air transportation for people with disabilities, Guangxi Beibu Gulf Airlines provides transportation for people with disabilities who are eligible for boarding.
- 8.3.4 In compliance with the Measures for the Administration of Air Transportation of Human Donor Organs, Guangxi Beibu Gulf Airlines provides transportation for passengers who are eligible to carry human donor organs.

## 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, miscellaneous hazardous substances and articles, including environmental hazardous substances. More information about the relative substances, please contact Guangxi Beibu Gulf Airlines.
- 9.1.1.3 Guns, including all types of imitation toy guns, gun-type lighters and other types of offensive weapons, except for sports equipment.
- 9.1.1.4 Army and police firearms.
- 9.1.1.5 Controlled knives.
- 9.1.1.6 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over.
- 9.1.1.7 Items which are unsuitable for carriage by reason of their package, shape, weight, size or character.
- 9.1.1.8 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, back-up lithium batteries, power bank. 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 Sharp and blunt objects other than controlled knives, things like 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.
- 9.1.3.4 Diplomatic Pouch, confidential documents.
- 9.1.3.5 An electric wheelchair for travelers to use on their travels.
- 9.1.3.6 Dry ice, liquid articles (including alcoholic and alcoholic beverages, etc.), smoking utensils, medicines, cosmetics, etc.
- 9.1.3.7 Portable electronic device (including a portable electronic medical device containing a lithium-ion battery or a lithium-ion battery core).
- 9.1.3.8 Human organs transportation.

## 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 32Kg 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 7Kg, 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, 32 kg free baggage allowance for each business-class adult passenger; 32 kg for each premium economy class adult. 23 kg 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. If the cabin crew allows it can be brought into the cabin with the consent of the purser.
- 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                         |   |  |
| Southeast Asian, Japan/Korea, Taiwan/Hongkong/Macao   |   |  |
| Charges   | Check-in counter/boarding gate/calling center                 |  |
|   | charge per kilogram is 1.5% (rounded) of the highest adult    |  |
|   | direct one way fare.  |  |
| Remarks   | 1. Sum of the greatest outside linear dimensions of eachbag   |  |
|   | does not exceed 203cm (80inches); The maximum weight of       |  |
|   | each checked baggage is 32KG.                                 |  |
|   | 2. Child's free baggage and excess baggage are charges as     |  |
|   | adult.  |  |
|   | 3. Currency will be subject to the departure airport check-in |  |

counter.

4. Free Baggage Allowance and excess baggage regulation of charter flight shall be subject to charter operator.

The baggage may not arrive at the same time as the passenger, if charged the baggage at the boarding gate.Beibu Gulf Airlines 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 USD30.00 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. If Guangxi Beibu Gulf Airlines disagrees with the declared value and the passenger refuses to accept the inspection, Guangxi Beibu Gulf Airlines has the right not to transport the baggage according to the declared value.
- 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. However, the time or aircraft type listed in the flight schedule or other places is for reference only and are not guaranteed and do not form part of contract. The flight times shown in published timetables may change between the time of publication and the time passengers actually travel. 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 some of portions of the ticket have been used, deduct the ticket fare, and tax of the used itinerary part from the paid fare as well as corresponding refund fee and service charge, and then refund the balance.

## **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 (13months).
- 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
- (1) VVIP and entourages;
- (2) VIP and entourages;
- (3) CIP and entourages;
- 13.3.2 Passengers carrying or escorting donated human organs
- 13.3.3 Special passengers who has arrangement from company
- 13.3.4 Passengers who have the connecting flight with international
- 13.3.5 First class and business class passengers
- 13.3.6Passengers who with JinPeng platinum Card, HNA Golden Jazz club premium Card;
- 13.3.7 Passengers who with Jinpeng silver Card;
- 13.3.8 Passengers who with JinLu Card, YiSheng JinLu Card;
- 13.3.9 Passengers who Transfer-time limited passenger;
- 13.3. 10 Passengers who will have flight missions
- (1) Aircraft maintainers who assigned to mechanical failure observation;
- (2) An aircrew assigned to a different location for flight mission
- (3) Maintainer assigned to emergency aircraft material allocation mission and to repair an aircraft in other places
- (4) Maintainer assigned to other places for maintenance
- (5) Flight interpreters and doctors

- (6) A company security officer who inspects (investigates) the safe operation of a company
- (7) "Other persons" holding special approval from relevant departments of the Bureau or leaders of the company
- (8) Other additional crew members with controlled seats
- 13.3.11Passenger with proven special difficulties who is eager to travel;
- 13.3.12Regular 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** Subject to any limit under the Montreal convention, and the limit provided below 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 ( $7 \times 24$ ). 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 Jan. 21, 2023

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

# Annex I

# The Special Assistance Passenger Transportation Condition of Guangxi Beibu Gulf Airlines

### 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 Infant passengers other than those mentioned in paragraph 1 above shall be accompanied by adults over 18 years of age with full capacity for civil conduct but with no separate seat. Each adult passenger is allowed to carry a maximum of 1 infant. One infant purchase as infant ticket at the applicable discount. Infant passengers default to no occupied passengers, Guangxi Beibu Gulf Airlines international routes do not provide occupied infant ticket.
- 1.1.3 In order to facilitate operation control and ensure the service quality for passengers, the number of infants transportation is generally limited to 5 infants for each flight attendant: 15 for E190 and 20 for A320.

## 1.2 Pregnant Woman

- 1.2.1 Guangxi Beibu Gulf Airlines will refuse transportation with the following conditions.
- (1) Pregnant woman 36 weeks or more than 36 weeks,
- (2) The pregnancy, expected date of childbirth is within 4 weeks,
- (3) 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;
- (4) Less than 7 days after natural birth, dystocia and preterm birth by the doctor's diagnosis shows not suitable for flight.
- 1.2.2 The following conditions that allows to transport.
- (1) Pregnant woman 32 weeks or less can take flight except certain case that medical diagnosis certificate shows not suitable for flight. Valid identity document and expected date of childbirth certificate are required when making for the seat-reservation.
- (2) Healthy pregnant woman between 32 weeks and 36 weeks: In case of special circumstances, passengers should be accompanied by adults. Application for special

passenger form (Pregnant woman) should be filled. A diagnosis certificate from A grade second standard medical unit should be issued 24 hours before departure, note that valid for air travel prior to XX are required. It is valid with stamp and doctor's signature.

Diagnosis should include passenger's name, age, pregnancy period, expected date of birth, O/D and date, suitable or not for flight and the items that requiring special care during the flight. Tickets can be issued only after inspection and confirmation by Guangxi Beibu Gulf Airlines (transportation of such passengers is restricted).

In China, it can be written in Chinese or English. In overseas areas, it can be written in other languages, but English translation or Chinese translation is required.

(Diagnosis certificate validity, ①in general, the certificate issued within 10 days from the scheduled departure date of flight can be considered as valid. If precautions are needed to prevent the spread of the disease, they must be stated in the certificate. ②if the return flight is more than 10 days, the certificate must be reissued.③Passengers who transported with medical oxygen, the valid date must not exceed 10 days from the original date of the passenger plan date.)

# 1.3 Accompanied Minor

- 1.3.1 Guangxi Beibu Gulf Airlines will transport unaccompanied minor when the following requirements are met.
- (1) The minor under 5 years can not be transported in principle.
- (2) The deaf-mute or blind minor under 12 years cannot be transported.
- (3) Beibu Gulf Airlines agree the transportation requirement.
- (4) Ticket issued wasn't by Beibu Gulf Airlines or Authorized agents;
- (5) The domestic and international connecting flights is not allowed to transport accompanied minor.
- (6) 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.
- 1.3.2 Transport limitation for aircrafts: 3 unaccompanied minors/flight for E190 aircraft and 4 unaccompanied minors /flight for A320 aircraft.

# 1.4 Patient Passengers

1.4.1 Guangxi 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.

1.4.2 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.

1.4.3 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.

# 1.5 The aged passenger

According to article 2 of the Law of the People's Republic of China on the Protection of the Rights and Interests of the Elderly, the elderly refers to citizens over the age of 60.

- 1.5.1 According to general passenger transportation (no transport restrictions): the aged passenger classifies as who have no special service needs, are in good health or think they are in good health and have the ability to take care of themselves and do not need special care from airlines during the air journey.
- 1.5.2 For the following general service need, fill in the Applicable Class A Special Service Demand Form when purchasing the ticket, and specify the special services requirments on the request Form.
- (1) Due to the old age of the body, short distance (generally within about 200 meters) can walk, but long distance (more than 200 meters) walking physical fatigue, need a wheelchair;
- (2) Physically disabled or old, need to walk with a cane or crutches;
- (3) Poor vision and audition, language or text communication barriers, unfamiliar with the flight process and environment, unable to smoothly handle the whole process of boarding pass, waiting for the flight, boarding and boarding, arrival and baggage claim, need to arrange personnel to guide;
- (4) Special meals are required due to physical reasons;
- (5) Special seats are required;

- (6) Other general requirements.
- 1.5.3 The followings are related to the passengers' and flight's safety, and they need to issue tickets at the designated ticket office, fill in the Applicable Class C Special Service Demand Form, and submit the medical diagnosis certificate suitable for the flight.
- (1) Medical oxygen should be provided during the journey and transportation;
- (2) Limb diseases and injuries;
- (3) It is suspected that additional medical services on board the aircraft may be required to carry the required distance.

# 1.6 Criminal suspect and his escort

Reservations and tickets must be made in advance with Beibu Gulf Airlines or Beibu Gulf Airlines' authorized ticket office, and only with the consent of Beibu Gulf Airlines, criminal suspect transportation is accepted.

- 1.6.1 Refusal of Carriage
- (1) The escort does not abide by the civil aviation safety management regulations;
- (2) The Criminal suspect does not cooperate with the escort;
- (3) The preventive measures taken are insufficient to prevent interference with flight order or impact on aviation safety;
- (4) The relevant documents are incomplete.
- 1.6.2 Escorting a criminal suspect supervised by the Ministry of Public Security or wanted by Class A to take a civil aviation flight must be approved by the Public Security Bureau of the Civil Aviation Administration.
- 1.6.3 It shall comply with the *Procedures and Regulations of CAAC on Escorting criminal Suspects to Take Civil Aviation Flights* when local public security organs are executing the escorting criminal suspects task.
- 1.6.4 Before the execution of the task of escorting the suspect, the situation of the criminal and the security measures to be taken shall be reported to the local civil aviation public security organ. After the consent of Guangxi Beibu Gulf Airlines, the purchase certificate of the local or municipal public security organ, the ID card and work permit of the escort shall be presented to handle the formalities.
- 1.6.5 The suspects and their escorts are restricted to take economy class, and the fares are calculated according to the full fare published by the airline. Special fares or discount fares are not suitable. The escorts shall not carry weapons, and may use handcuffs and other necessary tools to restrain the criminal suspect, but the tools should not be exposed.
- 1.6.6 A criminal suspect shall not be carried or escorted on a flight carrying an important

passenger and his entourage on a national emergency mission.

1.6.7 The escort police should be at least three times as many as the criminal suspects, in the process of escort should maintain the whole control of the criminal suspects, criminal suspects are not allowed to act alone. The total number of criminal suspects under escort by the same plane shall not exceed three. There shall be at least one female police officer when escorting a female criminal suspect.

## 1.7 Human organs transportation

More details please refer to the Chinese version or contact with the calling center 95370.

# 1.8 The other special passengers

- 1.8.1 Drunk passenger
- (1) It refers to a passenger who is intoxicated with alcohol, narcotics or drugs and loses his/her self-control, which will obviously cause unhappiness or possibly adverse effects to other passengers during air travel.
- (2) Beibu Gulf Airlines has the right to judge from appearance, action, talking and decide whether they are drunk passengers and decides to refuse to transport.
- (3) If Beibu Gulf Airlines finds passenger drunk, and not suitable for further travel or may disturb other people's travel, we have the right to refuse he/she on board. The drunk passenger can make voluntary refunds by suitable rules.
- 1.8.2 Passenger occupying two seats or more
- (1) Passenger occupying two seats or more refers to people who want to occupy two or more seats in order for comfort or placing baggage.
- (2) Passenger occupying two seats or more should apply in seat reservation and obtain Beibu Gulf Airlines' permission. Fill in the Applicable Special Service Request Form. The free baggage allowance for additional seat is determined according to the ticket price/class and occupied seat number.
- (3) Passenger occupying seats for baggage refers to passenger who take additional seats for baggage brought to the cabin. It should apply in seat reservation.
- (4) Occupying seats mentioned above, sales price are as well as real-time price.
- (5) The free baggage allowance for passenger occupying seat is set according to his/her seat number. Taxes and fees for international routes are charged according to the number of passengers.
- 1.8.3 Confidential traffic personnel/diplomatic courier
- (1) Seat reservation and ticketing should be handled in advance for confidential traffic personnel, diplomatic courier.

- (2) The seat for confidential traffic personnel and diplomatic courier should be reserved as required; if they bring too much files or envelops, transportation for files should be also reserved.
- (3) Confidential traffic personnel/diplomatic courier occupying seats should apply to the passenger occupying two seats or more regulations.
- 1.8.4 Confidential documents or diplomatic envelopes carriage
- (1) These documents or envelopes may be carried by confidential traffic personnel/diplomatic courier. If personnel/diplomatic courier want them to be baggage for delivery, Beibu Gulf Airlines only take the responsibility of general baggage delivery for documents or diplomatic letters.
- (2) When the documents or diplomatic envelopes are taken by confidential traffic personnel, diplomatic courier, it can be placed under cabin seat. The weight is limited to 10KG.
- (3) These documents or diplomatic envelopes and other baggages shall be combined and weighed, and the excess baggage fee shall be charged for the excess baggage in excess of the free baggage allowance.
- (4) Occupied documents or diplomatic envelopes in cabin should be taking care by themselves, the total weight should no more than 75KG, and the total volume of should no more than 40cm×60cm×100cm, with an appropriate package.
- 1.8.5 Confidential passenger
- (1) Confidential passenger refers to passenger who cannot reveal name according to requirement of applying authority.
- (2) The confidential passenger should apply seat and buy ticket in advance
- (3) The seat arrangement for confidential passenger can be made according to reasonable requirement of applying authority.

# 1.8 Disabled passengers

In compliance with the relevant laws and regulations of the civil aviation authorities on air transportation for disabled passengers, Beibu Gulf Airlines provides transportation for disabled passengers who are eligible for boarding. (Passengers should get the prior consent of Beibu Gulf Airlines Website- Travel Advice- *Laws and regulations of the civil aviation authorities on air transportation for disabled passengers*)

# Ticketing, Ticket Refund, Ticket Changed

# 2.1 Ticketing

- 2.1.1 Passengers tickets purchase may through the Guangxi Beibu Gulf Airlines official website (https://www.gxairlines.com), WeChat Official Accounts Platform, network platform, ticket offices and authority sales agents, or via customer calling center 95370.
- 2.1.2 To ensure flight safety, the state stipulates that passenger must provide valid identification documents when purchasing ticket, going through boarding procedures and security inspection (the identification documents when purchasing tickets must be consistent with the one when boarding the plane).

The specific regulations are as follows:

- (1) Chinese mainland passengers are required to present valid passports when purchasing tickets and handling in-flight procedures.
- (2) Foreign passengers, overseas Chinese, compatriots from Hong Kong, Macao and Taiwan are required to present valid passports, id cards, return permits, residence permits and travel permits when purchasing tickets and handling flight procedures.
- (3) The name and number of the passenger identification document should be filled in the number column of the passenger ticket information sheet.
- 2.1.3 Individual passengers must reserve seats and OPEN is not allowed.
- 2.1.4 Rates and suitable rules of code sharing flights for which Beibu Gulf Airlines is the market party shall be implemented in accordance with relevant regulations (except special regulations).
- 2.1.5 Special passengers should issue their tickets at the designated ticket office for carrier confirm to make relevant arrangements before carriage. For more details, please refer to Annex I or call the 95370 for consultation.
- 2.1.6 Passengers are responsible for required ID documents according to their flight information and confirming the validity of the documents. Beibu Gulf Airlines will not be held responsible for boarding or entry/exit failure due to inconsistent documents.
- 2.1.7 Those who have reached the age of two but not twelve and pay the fare of child as required before being on tour.

- (1) If the child is over 12 years old during the trip, Beibu Gulf Airlines does not need to charge the difference between the child and adult fare. If the itinerary contains a foreign flight segment, the foreign flight segment shall be governed by the regulations of the foreign airlines.
- (2) Child's fuel fees are collected in the same standard as adults, and the civil aviation development Fund is exempted. The rules shall be implemented in accordance with the corresponding regulations of adults.
- (3) In principle, child is required to book seat and issue ticket in the same PNR as adults'. Child travelling with adult is required to purchase tickets the same service level as adult. If in special cases, adults and children are not in the same PNR, when issue ticket in ETERM system, "RMK adult ticket number" is required remark in children's PNRs. Child's ticket must be purchased together with adults on the official website. If child chooses adult ticket, the original ticket will be treated as voluntary refund and the refund fee will be deducted, and a new ticket will be purchased.
- (4) Each adult passenger over the age of 18 with full capacity for civil conduct can carry a maximum of five children. Other children passengers with more than five children will be treated as unaccompanied children.
- 2.1.8 Infant, those under two years on the tour beginning day.
- (1) If the infant is over 2 years old during the journey, Beibu Gulf Airlines does not need to charge the difference between infant and child fares. If the itinerary contains a foreign flight segment, the foreign flight segment shall be governed by the regulations of the foreign airlines.
- (2) Each adult passenger over the age of 18 with full capacity for civil conduct can has one infant charged at the infant discount fare.
- (3) Infants (infants who do not occupy seats) are exempted from fuel charges and the Civil aviation Development Fund.
- 2.1.9 Beibu Gulf Airlines' determination of children/infants is based on their age at the time of the first departure of Beibu Gulf Airlines' international MSC.

## 2.1.10 Group Ticket

- (1) The number of team members depends on the specific routes and policies. If there is a demand, please contact the corresponding sales manager.
- (2) Group ticket shall adopt the principle of one group one discussion.
- (3) The team shall not OPEN for any segment.
- (4) Child or infant discount depends on group policy. If the discount for child and infant

shows as 100%, that means charge as adult.

#### 2.2 Ticket Refund

- 2.2.1 If a passenger voluntarily refunds a ticket, Beibu Gulf Airlines or Beibu Gulf Airlines sales agents shall handle it in accordance with the applicable General Conditions of Carriage, fare tariff of the ticket. The refund amount will be returned to the original way.
- (1) If the portions of tickets are all unused, then deduct all applicable refund fees and service charges from the paid fare, and refund the balance.;
- (2) If some of portions of the ticket have been used, deduct the ticket fare, and tax of the used itinerary part from the paid fare as well as corresponding refund fee and service charge, and then refund the balance.
- 2.2.2 If a passenger involuntarily refunds a ticket, Beibu Gulf Airlines or Beibu Gulf Airlines sales agents shall not charge a refund fee, the amount of the refund shall be:
- (1) If no portion of the ticket has been used, an amount equal to the fare paid;
- (2) If a portion of the ticket has been used, an amount equal to the balance without any refund fee or service charge, after deducting the applicable fare and tax for the used segment.
- (3) The refund amount will be returned to the original way.
- 2.2.3 Unless otherwise specified, involuntary refunds for passengers of flight connections shall be handled in accordance with 2.2.2.
- 2.2.4 In the case that passengers separately purchase multi-segment tickets of non-flight connections, each segment ticket belong to different contracts of carriage, if there is flight irregularity for one or several segments of the Beibu Gulf Airlines flights, the Beibu Gulf Airlines ticket of irregular flight shall be handled according to the provisions of involuntarily refund of these conditions; other normal flight ticket refund procedures are handled by the contracting carrier according to the general conditions of actual carriage and the fare rules and tariff of the ticket. The cost incurred, Beibu Gulf Airlines does not need to undertake. Special circumstances and operation rules shall be subject to the *Ticketing Operation Rules of Abnormal Flights of Guangxi Beibu Gulf Airlines*.
- 2.2.5 Place of refund. Unless otherwise specified, passengers can apply for ticket refunds at the original place of purchase or at the Beibu Gulf Airlines' ticketing office.
- 2.2.6 Deadline of refund. Unless other specified, ①passengers who request refund shall apply to Beibu Gulf Airlines for refund within 30 days from the beginning date of ticket validity to the expiration date of ticket validity. Otherwise Beibu Gulf Airlines is entitled to

decline to go through; ② If a portion of the ticket has been used, refund should be requested within 13 months from the date of travel. ③An OPEN ticket must be applied for refund within 13 months of the purchase date, or Airlines has the right to refuse. Except special circumstances, Beibu Gulf Airlines or its sales agents shall complete the refund procedures within 7 working days from the date of receipt of the passenger's valid refund application, excluding the processing time of financial institutions. The starting point of time is when Beibu Gulf Airlines or Beibu Gulf Airlines sales agents receives a valid application from the passenger, and the time when the application does not meet the requirements will not be counted.

# 2.2.7 Right to refuse refund.

Beibu Gulf Airlines refuses to refund with any of the followings.

- (1) No refund application has been made before ticket expired date.
- (2) No valid identification or ticket document can be presented at time of refund.
- (3) There is no refundable balance.
- (4) Flight segments not used in accordance with the sequence and flight segments voluntarily abandoned by passengers.
- (5) The ticket cannot be refunded according to applicable rules and relevant regulations of GX.
- (6) The tickets provided to Beibu Gulf Airlines or the government as a departure certificate. (However, if the passenger has obtained a residence permit or is going to leave China by another carrier's flight or by other means of transportation, the ticket may be refunded after the passenger provides reasonable proof considered by Beibu Gulf Airlines.) 2.2.8 Children's refund shall be implemented in accordance with the corresponding
- provisions of adult refund; There is no refund fee for infants who do not occupy seats. No charge for refund or rescheduling for infants.

## 2.2.9 Refund due to illness

- (1) If a passenger falls ill after the ticket issue (the date of issue and printing of the illness materials shall be after the booking time), he/she shall propose and refund his/her seat before the scheduled departure time and handle the involuntary refund procedures at the original place ticket office authorized by Beibu Gulf Airlines.
- (2) The main contents (name, time and symptoms) of the voucher submitted must be consistent, and shall not be altered; otherwise, the voucher will be regarded as faked and illness refund will not be handled.
- (3) The voucher should be, in mainland China, a certificate of diagnosis and a medical bill

- (≥200 RMB, or other currency equivalent to RMB) which printed by computer. In overseas or Hong Kong, Macao and Taiwan, The certificate of diagnosis must be filled out by a doctor qualified to practice medicine approved by the government department. In Africa, Chinese-funded medical institutions can also issue a diagnosis certificate with the same requirements as above. The photo with all the above certificates should placed together. The issuance and printing date of the voucher must be both after the ticket purchasing date and before the cut-off time of the flight.
- (4) The attendant of the illness passenger shall request refund at the same time as the illness passenger, which shall be handled according to the provisions of involuntary refund. There is a limit of 2 chaperones.
- (5) If the passenger is unable to refund the ticket in person due to serious illness, the agent entrusted by the passenger must take the original or copy of the passenger's passport and the original ID card of the agent to refund the ticket.
- (6) If the passenger dies, he/she shall be treated as refund due to illness after providing the death certificate.
- (7) Passengers who need to refund their tickets due to the death of their relatives should apply before the flight takes off, and provide proof of kinship and death certificate of their relatives (the date of death certificate must be after the date of the passenger's ticket issue), and they will be treated as refund due to illness.

For more detailed refund information, please visit Guangxi beibu Gulf Airlines official website for more information.

### 2.2.10 Group refund

- (1) Ticket units must apply for refund before the departure of the first flight segment.
- (2) Please refer to Point 7 above for refusal of refund.
- (3) Regulations: the ticket for the combined flight of foreign airlines is not refundable. The tax is refunded only before the flight takes off, but not after the flight takes off.
- (4) Group Passenger refund due to illness:
- A. The passenger requires to present relevant certificates and vouchers in addition to valid certificates stipulated in 10 (1) refund procedure. It will be treated as involuntary refund.
- B. If the passenger is refunded due to death, the agent shall present his/her identity certificate and the passenger's death certificate. It will be treated as involuntary refund.
- C. In case of illness or death of a team member, the peer is allowed to refund the ticket. A maximum of two accompanying persons are allowed to be treated as involuntary refund for

one person's illness or death.

- D. If the group passenger cancels the ticket due to illness during the trip, other members of the group will not be affected to enjoy the group ticket.
- 2.2.11 Refund due to repeat purchase
- (1) If the same passenger (with the same name and ID number) purchase two or more tickets with the same flight segment, flight date, flight number and other flight information, it shall be regarded as a repeat purchase;
- (2) If the time of repeat-booking is within 24 hours before the scheduled departure of the flight, the ticket can be refunded on a voluntary basis;
- (3) The last purchased ticket can be refunded free of charge within 24 hours (inclusive) before the flight takes off. For the other tickets, the refund will be subject to voluntary refund rules;
- (4) Free of charge refund shall meet the following three conditions:
- A. Repeat purchases are made 24 hours before or beyond the departure date of the flight;
- B. The time interval for issuing tickets for repeated purchases must be within 24 hours;
- C. Apply for repurchase and refund within 24 hours (inclusive) of the date of issue of the ticket and cancel the seat within 24 hours (inclusive) before the flight takes off.
- (5) Place of application and refund: the original provenance.

# 2.3 Ticket Changed

- 2.3.1 If a passenger voluntarily changes his or her ticket, Beibu Gulf Airlines or Beibu Gulf Airlines sales agents shall handle it in accordance with the applicable General Conditions of Carriage and the fare rules and tariff of the ticket.
- (1) Voluntary change of itinerary, flight date and cabin class

If a passenger requests to change the routing, flight date or cabin class after purchasing a ticket, Beibu Gulf Airlines and authorized sales agent will handle it according to the fare rules and tariff of the ticket if there are available seats on the flight and time allows. For new tickets that have been voluntarily rescheduled, the rescheduling fee collected is not refundable in any case.

(2) Voluntary ticket endorsement

Passengers voluntarily requesting a change of carrier shall obtain the consent of the original carrier or its authorized agent enterprise, and the carrier may be endorsed with the permission of the new carrier and under all of the following conditions:

- A. Passengers use fares without endorsement restrictions.
- B. The carrier after change at the request of the passengers has signed an interline

agreement with Hainan Airlines, and ticket stock & mutual ticketing is available.

- C. If passengers who do not meet the provisions of A and B of these conditions request to change carrier, it may be handled according to the provisions of the Voluntary Refund of Tickets.
- D. Beibu Gulf Airlines sales agents are not allowed to handle the ticket endorsement procedures for passengers without special authorization.
- 2.3.2 Involuntary ticket revised
- (1) In case of passengers' involuntary ticket changes due to Beibu Gulf Airlines
  Beibu Gulf Airlines or its sales agent shall, when there are available seats or with the
  consent of the carrier, to which the ticket is endorsed, reschedule or endorse the ticket for
  the passenger without charging a ticket change fee.
- (2) In case of passengers' involuntary ticket change due to reasons other than Beibu Gulf Airlines
- (3) Involuntary endorsement

A certain product involuntarily endorsement transfers are restricted to the Airlines within Airline Group, and specific product situations can be consulted through office announcements or by calling 95370 customer service lines.

- 2.3.3 Beibu Gulf Airlines or authorized sales agent will handle the change in accordance with the applicable General Conditions of Carriage and the fare rules and tariff of the ticket. After the passenger confirms the new flight and completes the procedure of involuntary ticket changes, if the passenger proposes to change or refund the ticket again due to the passenger's reason, Beibu Gulf Airlines or Beibu Gulf Airlines sales agent will handle the ticket service in accordance with the fare rules and tariff of the ticket of the new flight.
- 2.3.4 For connection flights, Passengers' voluntarily ticket change shall refer to the current regulations of Beibu Gulf Airlines or corresponding carriers. Passengers' involuntary ticket change shall handle it according to the article 2.3.1-2.3.3.
- 2.3.5 In the case that passengers separately purchase multi-segment tickets of non-flight connections, each segment ticket belong to different contracts of carriage, if one or several segments of the Beibu Gulf Airlines flights are not normal, the Beibu Gulf Airlines ticket of irregular flights shall be handled in accordance with the provisions of Article 2.3.2-2.3.3 of these conditions; other normal flight ticket changes are handled by the contracting carrier in accordance with the fare rules and tariff of the ticket, and the resulting costs shall be borne by the passengers.
- 2.3.6 Ticket changes due to illness

- (1) If a passenger makes a ticket change due to illness (the illness certificates' issue date and printing date shall be later than booking time), he/she shall apply and cancel his/her seat before the scheduled departure time, and handle the involuntary change at the original place ticket office authorized by Beibu Gulf Airlines.
- (2) The main content (name, time and symptoms) of the submitted voucher must match, and shall not be altered; otherwise, it will be regarded as faked voucher, and will not allow to handle as ticket changes due to illness.
- (3) The voucher should be, in mainland China, a certificate of diagnosis and a medical bill ( $\geq$ 200 RMB, or other currency equivalent to RMB) which printed by computer. In overseas or Hong Kong, Macao and Taiwan, the certificate of diagnosis must be filled out by a doctor qualified to practice medicine approved by the government department. In Africa, Chinese-funded medical institutions can also issue a diagnosis certificate with the same requirements as above. The photo with all the above certificates should place together. The issuance and printing date of the voucher must be both after the ticket purchasing date and before the cut-off time of the flight.
- (4) The accompanying personnel of the illness passenger shall propose the change at the same time as the passenger, and the change time shall be consistent with the illness passenger to avoid the change fee; If they cannot be consistent, they will be treated as voluntary changes. There is a limit of 2 chaperones.
- (5) If the passenger needs to change due to the death of a relative, he/she shall apply for the change before the flight takes off, and issue the proof of kinship and the death certificate of the relative (the date of the death certificate must be after the date of the passenger's ticket issue), and the change shall be treated as involuntary change.
- 2.3.7 Voluntary ticket/name/ID number changes
- (1) Premise: The ticket status is not used, and the passenger's valid ID number is the same as the original ticket ID number.
- (2) Passengers who wish to change their itinerary and name should purchase a new ticket. The original ticket will be treated as a voluntary refund.
- (3) If the passenger's name and ID number are wrong due to spelling and other reasons and conform to the scope of modification of passenger's name and ID by Beibu Gulf Airlines, it can be modified free of charge according to specific regulations of Beibu Gulf Airlines:

A. The name must contain no more than three letters, such as the wrong name, missing or overtyping letters, or the wrong name in the same surname.

- B. Names are reversed, but no letter errors are involved.
- C. If the name is entered repeatedly, the name can be changed free of charge.
- D. If the middle name of a foreign passenger is missing and there are more than 3 letters, but no other letter errors are involved, the name can be changed free of charge once.
- E. If the passenger can provide the original household register, the original household registration certificate and other proof that he/she is the same person after purchasing the ticket with the original name, he/she can change his/her name for free once.
- F. If more than one flight segment is in the same ticket number, name change will be made free of charge.
- G. If you do not change your flight or date, you can change your name once free of charge; If the change of passenger's name is carried out at the same time with the voluntary change of ticket date or flight, the change of passenger's name shall be made once after charging the corresponding change fee or ticket price difference according to the provisions of the reservation. The ticket whose name has been changed will be refunded on a voluntary basis.
- (4) Special rules shall be subject to the special refund, modification and endorsement provisions stipulated in the product documents or in advance.
- 2.3.8 Passenger ID number changes.

One free change is allowed if the following conditions are met.

- (1) the certificate number can be changed, and change can be at most two characters (letters), but if passenger change for the old passport, travel documents is changed or lost (using a temporary certificate), Beibu Gulf can tell on the premise of the same person, allowed to change the number of characters which is not restricted by 2 (including English letters).
- (2) Passport validity/gender: it can be changed without restriction;
- (3) Date of birth: Shall not be changed in principle. In special circumstances (such as the identification number and name of the passenger are correct), the passenger and the original issue of the ticket are judged to be the same person, and there is no substitution, can be amended.
- (4) Only one of the ID and name can be changed. If the ID number and name are wrong at the same time, the ticket will be treated as a voluntary refund.
- (5) Special cases: If the old and new passports need to be replaced and there are three or fewer wrong letters in the name, the passport can be replaced according to the free name change rule.