

1 General principles

1.1 General

In order to specify the right relationship between the carrier and passengers in international carriage by air, Xiamen Airlines has formulated *General Conditions of Carriage for International Passengers and Baggage* (hereinafter referred to as General Conditions or these Conditions) as a part of the passenger carriage contract of Xiamen Airlines.

1.2 Basis

General Conditions are formulated in accordance with relevant laws, regulations and government rules such as *the Civil Code of the People's Republic of China, the Law of the People's Republic of China on the Protection of Rights and Interests of Consumers, the Civil Aviation Law of the People's Republic of China, the Provisions on the Administration of Passenger Services in Public Air Transport (CCAR-273), the Provisions on the Administration of Flight Regularity (CCAR-300), the Civil Aviation Regulations on the Transport of Dangerous Goods (CCAR-276-R1)* and so on.

2 Definitions

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say:

2.1 "International Carriage" means carriage in which, according to a contract of carriage, whether or not there is an interruption or a transfer in the course of carriage, one or more places of departure, destination and agreed stopping places are situated outside the People's Republic of China.

2.2 "MF" is the abbreviation of Xiamen Airlines.

2.3 "Xiamen Airlines Regulations" means rules, other than these Conditions, published by Xiamen Airlines and in effect on date of ticket issue, governing carriage of passengers and baggage and shall include applicable tariffs in force, ticket conditions, baggage transport rules, special passenger transport, overbooking handling rules, group passenger rules, etc.

2.4 "Convention" means whichever of the following instruments is applicable to the contract of carriage, *the Convention for the Unification of Certain Rules Relating to International Carriage by Air* signed on 12 October 1929 in Warsaw, *the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air* signed on 28 September 1955 in the Hague, and *the Convention for the Unification of Certain Rules for International Carriage by Air* signed on 28 May 1999 in Montreal.

2.5 "Airline Designator Code" means two characters registered with the International Air Transport Association (IATA) to identify a specific carrier.

2.6 "Carrier" refers to all public air transportation corporations who issue tickets, carry or undertake to carry the passengers and their baggage listed on the tickets.

2.7 "Validating Carrier" means the carrier using its tickets and ticket numbers to sign the contract of carriage by air with passengers, and showing its accounting code on flight coupons or value coupons of

electronic tickets. The validating carrier shall be the controlling and authorized entity of electronic ticket sales.

2. 8 "Marketing Carrier" means the carrier whose airline designator code is recorded on flight coupons or value coupons of electronic tickets as the transportation carrier. In case of a bilateral agreement (e.g. an airline code sharing agreement), the marketing carrier and the operating carrier may not be the same.

2. 9 "Operating Carrier" means the carrier that provides the actual air transportation and additional services under the authorization of the validating carrier.

2. 10 "Xiamen Airlines Sales Agent" or "Authorized Sales Agent" means a sales agent that has been authorized by Xiamen Airlines to represent Xiamen Airlines in the sales of air cargo/passenger transportation and relevant services.

2. 11 "Authorized Ground Handling Agent" means an enterprise that has been authorized by Xiamen Airlines to represent Xiamen Airlines to provide ground handling agent service for flights of Xiamen Airlines.

2. 12 "Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Xiamen Airlines.

2. 13 "Child" refers to any person who is over the age of two but under the age of twelve on the date of commencement of travel.

2. 14 "Unaccompanied Minor" means any child who is over the age of five but under the age of twelve as of the date of commencement of travel, and is not accompanied by an adult passenger who has reached the age of 18 and has full capacity for civil conduct in the same class during travel.

2. 15 "Infant" refers to any person who has been born for more than 14 days but is under the age of two on the date of commencement of travel.

2. 16 "Reservation" means the reservation of seat, class of service, or weight and size of baggage requested by a passenger.

2. 17 "Flight" means the scheduled flying of an aircraft on a required route, date and time.

2. 18 "Interline Flight" means two or more flights which are specified in a single contract of carriage.

2. 19 "Code-share Flight" means a flight operated by another carrier on which one or more carriers use their own airline designator code by agreement.

2. 20 "Valid ID" means the document that must be consistently presented by a passenger when purchasing tickets and taking flights, in order to prove his identity as required by competent government departments.

2. 21 "Ticket" means a valid document sold or approved and ensured by the carrier or its authorized agents, which is a kind of valid transport document, including paper tickets and electronic tickets. A paper ticket, which is issued by the carrier or its authorized agents, is entitled "Passenger Ticket and Baggage Check" and includes the Conditions of Contract and notices and the flight and passenger coupons contained therein. An electronic ticket, which is sold and ensured by the carrier or its authorized

agents, is a valid transport document in the form of electronic data and is a replacement for a paper ticket.

2. 22 "Interline Ticket" means a ticket on which interline flights are specified.

2. 23 "Conjunction Ticket" means two or more tickets in conjunction with one another issued to a passenger by a same validating carrier, which together constitute a single contract of carriage.

2. 24 "Scheduled Ticket" means a ticket on which flight number and date are specified and a reservation is held.

2. 25 "Open Ticket" means a ticket on which flight number and date are not specified and a reservation is not held.

2. 26 "Flight Coupon" means that portion of the ticket that bears the notation "good for passage", or in the case of an electronic ticket, flight information in electronic data form held in the carrier's database, and indicates the particular places between which a passenger is entitled to be carried.

2. 27 "Passenger Coupon" means that portion of the paper ticket issued by or on behalf of the carrier, which is so marked and which ultimately is to be retained by the passenger.

2. 28 "Days" means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which a notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the day upon which the ticket is issued, or the flight commenced, shall not be counted.

2. 29 "Itinerary/Receipt of E-ticket for Air Transport" (hereinafter referred to as "civil aviation special invoice") means the special payment and reimbursement voucher provided by public air transport enterprises and air transport sales agents to passengers when purchasing tickets in RMB within the territory of the People's Republic of China. It is managed uniformly by the State Taxation Administration as invoices and printed with the invoice supervision stamp of the State Taxation Administration. It does not serve as proof for passing airport security check and boarding. Passengers shall keep it properly for use when applying for refunds.

2. 30 "Tariff" means the published fares, charges and related conditions of carriage of an airline, subject to the approval from appropriate authorities where required.

2. 31 "Normal Fare" means the highest fare established for First Class, Business Class and Economy Class that is applicable within a given period, including the corresponding fares for children and infants.

2. 32 "Discounted Fare" means other fares other than the normal fare.

2. 33 "Ticket Conditions" means the fare rules applicable to the reserved class code or fare type.

2. 34 "Ticket Change" means ticket rescheduling, change in class of service, endorsement, etc.

2. 35 "Ticket Rescheduling" means change to flight schedules and flight dates of a same carrier specified on the ticket.

2. 36 "Endorsement" means change of the marketing carrier.

2. 37 "Change Fees" means the fees charged by Xiamen Airlines for passengers' voluntary request to

change the original flight plan according to ticket conditions, including the change fees for flight, schedule, date, class of service, validity period, etc.

2. 38 "Fare Difference" means the difference in tariff when the passenger voluntarily changes from a lower fare to a higher fare.

2. 39 "Stopping Places" means those places, except the place of departure and the place of destination, set forth in the ticket or shown in the carrier's timetables as scheduled stopping places on the passenger's route.

2. 40 "Stopover" means a deliberate interruption of journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by the carrier.

2. 41 "Reasons Relevant to Xiamen Airlines" means the reasons of the carrier's internal management, including aircraft maintenance, flight rescheduling, crew rescheduling, etc.

2. 42 "Reasons Irrelevant to Xiamen Airlines" means other reasons irrelevant to the carrier's internal management, including weather, emergencies, air traffic control, security check, passengers, etc.

2. 43 "Departure Delay" refers to the situation that, unless otherwise agreed, the actual off-block time of a flight is more than 15 minutes later than the scheduled departure time.

2. 44 "Overbooking" means the behavior that the number of seats sold by the carrier exceeds the number of actually available seats on a certain flight in order to avoid seat wastage.

2. 45 "Check-in Deadline" means the time limit specified by the operating carrier by which passengers must have completed check-in formalities and received boarding pass.

2. 46 "No Show" means the passenger fails to take his flight due to failure in check-in within the prescribed check-in deadline or non-compliant travel certificates and documents.

2. 47 "Miss a Flight" means the passenger fails to take his designated flight after completing check-in at the origin or when transferring at a connecting point.

2. 48 "Take a Wrong Flight" means the passenger takes a flight that is not listed on his ticket.

2. 49 "Baggage" means the articles that the carrier has agreed to carry and the passenger has brought with him during the journey, including checked baggage and unchecked baggage.

2. 50 "Checked Baggage" means baggage that the passenger has requested be taken custody and carried by the carrier and for which the carrier has issued a baggage check.

2. 51 "Unchecked Baggage" means any baggage that remains in the custody of the passenger.

2. 52 "Baggage Check" means those portions of the ticket which relate to the carriage of the passenger's checked baggage.

2. 53 "Excess Baggage Ticket" means a document issued by Xiamen Airlines for charging excess baggage fees.

2. 54 "Baggage Identification Tag" means a document issued to the passenger by the carrier solely for identification of checked baggage.

2.55 "Damage" includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by the carrier incidental thereto.

2.56 "Force Majeure" means unusual and unforeseeable circumstances beyond control, the consequences of which could not have been avoided even if all due care had been exercised.

2.57 "Gratuitous Carriage" means Xiamen Airlines carries certain passengers and baggage by aircraft and free of charge (exclusive of taxes and charges) outside China, including but not limited to gratuitous carriage provided by Xiamen Airlines for benefits, marketing, private or business travel for employees, and frequent flyer rewards.

3 Applicability

3.1 General rules

3.1.1 Except as provided in Para.3.2, 3.3 and 3.4, these Conditions apply to all international carriage by air of passengers and baggage, performed by Xiamen Airlines for reward.

3.1.2 These Conditions also apply to gratuitous and discounted fare carriage except to the extent that Xiamen Airlines has provided otherwise in gratuitous carriage, tariffs, contracts, passes and/or tickets. In the event of any inconsistency, the special provisions of gratuitous carriage, tariffs, contracts, passes and/or tickets shall prevail over these Conditions.

3.1.3 The domestic air carriage under special management between the Chinese Mainland and Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region shall comply with these Conditions, except as provided otherwise in government regulations, relevant contracts, passes or tickets.

3.2 Charters

If carriage is performed pursuant to a charter agreement, these Conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

3.3 Code shares

General Conditions of Xiamen Airlines also apply to the code-share flights operated by other carriers. However, the operating carrier of each code-share flight has terms and conditions of carriage with respect to the operations of its own flights, which may differ from those set forth in General Conditions of Xiamen Airlines. Those terms and conditions of the operating carrier will be considered as a part of General Conditions of Xiamen Airlines and apply to code share services provided by Xiamen Airlines on a flight operated by the operating carrier, which supersede General Conditions of Xiamen Airlines that would be otherwise applicable. Terms and conditions that may differ between Xiamen Airlines and the operating carrier of code-share flights include, but are not limited to:

- a) Check-in deadline;
- b) Refusal and limitation of carriage;
- c) Baggage carriage rules, including but not limited to free baggage allowance and excess

baggage fees;

- d) Regulations on overbooking handling, group passengers, etc.;
- e) Compensation for denied boarding and flight delays;
- f) Non-smoking flights.

3.4 Overriding law

To the extent that any provision contained or referred to herein is contrary to the mandatory and prohibitory provisions contained in any applicable Convention, national (or regional) laws and administrative regulations, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision of these Conditions.

4 Schedules, cancellation and changes of flights

4.1 Schedules

4.1.1 Xiamen Airlines undertakes to use its best efforts to carry the passenger and his baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.

4.1.2 Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Xiamen Airlines shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Xiamen Airlines as to the dates or times of departure or arrival or as to the operation of any flight, which are for reference only.

4.1.3 The flight times or aircraft types shown in timetables may change between the date of publication and the date of commencement of travel. Xiamen Airlines does not guarantee them to passengers and they do not form part of passengers' contract of carriage with Xiamen Airlines.

4.1.4 Before Xiamen Airlines accepts passengers' booking, Xiamen Airlines will notify passengers of scheduled flight time in effect as of the time, and it will be shown on passengers' paper or electronic tickets. It is possible Xiamen Airlines may need to change the scheduled flight time subsequent to selling of tickets. If passengers provide Xiamen Airlines with contact information, Xiamen Airlines will endeavor to notify passengers of any such changes. After the passenger has purchased the ticket, if the scheduled departure time of Xiamen Airlines flight is delayed more than 15 minutes or advanced, the provisions of involuntary changes or involuntary refunds in these Conditions shall apply. When handling involuntary changes of tickets, if the passenger, after confirming the alternate flight, requests a change or a refund for his ticket due to his own reasons, the relevant provisions of voluntary changes or voluntary refunds shall apply.

4.2 Cancellation and changes of flights

4.2.1 Under any of the following circumstances, Xiamen Airlines may, without prior notice, cancel, terminate, change, postpone, or delay any flight:

- a) in order to comply with any applicable national (or regional) laws, rules, government regulations

and orders; or

- b) in order to assure safe operation of a flight; or
- c) as a result of circumstances beyond control or prediction.

4. 2. 2 If due to circumstances listed in Para.4.2.1, flight departure delay or cancellation occurs, and thus Xiamen Airlines is unable to provide previously confirmed space (including class of service), fails to stop at a passenger's stopover or destination point, or causes a passenger to miss a connecting flight on which the passenger holds a reservation, Xiamen Airlines will consider the reasonable needs of the passenger and handle the case in accordance with the provisions of involuntary changes or involuntary refunds in these Conditions.

4. 2. 3 The remedy measures listed in above Para.4.2.2 are all the options available for passengers. Unless otherwise provided by the mandatory and prohibitory provisions contained in the Convention, laws and administrative regulations, Xiamen Airlines has no other liability.

5 Tickets

5. 1 General rules

5. 1. 1 The ticket of Xiamen Airlines evidences the carriage between Xiamen Airlines and the passenger named on the ticket. Xiamen Airlines will provide carriage only to the passenger holding a ticket issued by Xiamen Airlines or the carrier signing agreement with Xiamen Airlines.

5. 1. 2 When a passenger purchases more than one ticket, he enters into multiple independent contracts of carriage with Xiamen Airlines. When a passenger purchases an interline ticket, he enters into a single contract of carriage with Xiamen Airlines. According to relevant laws and regulations, as well as the provisions of these Conditions, the purchase of more than one ticket or of one interline ticket will have different legal effects. Unless otherwise specified, the rights and obligations between Xiamen Airlines and passengers agreed in these Conditions are only applicable to a single contract of carriage and are not involved in other contracts of carriage. Passengers shall fully understand this and choose to purchase according to their actual situation.

5. 1. 3 Each passenger shall individually hold a ticket. The ticket is registered, and may be used only by the passenger whose name is listed on the ticket and this must match the passenger's ID information. Otherwise, Xiamen Airlines reserves the right to refuse carriage.

5. 1. 4 A ticket is not transferable. A transferred ticket is invalid and non-refundable. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Xiamen Airlines shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

5. 1. 5 The passenger's name on the ticket shall be consistent with the identity information provided by the passenger, otherwise Xiamen Airlines reserves the right to refuse carriage.

5. 1. 6 If the coupon of the segment which the passenger requests to check in is used or invalid, Xiamen

Airlines has the right to refuse carriage.

5. 1. 7 The passenger shall complete all flight segments listed on the ticket within the period of validity. If a discounted fare ticket imposes restrictions on the date of travel, the passenger shall complete all flight segments listed on the ticket within the given period of the applicable tariffs.

5. 1. 8 Paper tickets shall not be altered. A ticket or receipt is invalid and non-refundable if it has been altered.

5. 1. 9 The name of Xiamen Airlines is abbreviated as “MF”, the airline designator code of Xiamen Airlines, in the ticket. When Xiamen Airlines is the validating carrier, the first three digits of the ticket number is “731”, the accounting code of Xiamen Airlines.

5. 2 Period of validity

5. 2. 1 Unless otherwise provided in the ticket, these Conditions or applicable tariffs (The tariffs may limit the period of validity of a ticket, in which case the limitation will be shown on the ticket.), a ticket is valid for carriage for one year from the date of commencement of travel. If the first flight coupon is unused or open dated, the ticket is valid for carriage for one year from the date of issue thereof.

5. 2. 2 If the first flight coupon of a ticket has been used, the whole ticket or any conjunction ticket is valid for carriage for one year from the date of commencement of travel. Regardless of revised routing or ticket reissue afterwards, the original period of validity will not change. If a ticket is totally unused, the period of validity of the ticket after reissue is one year from the date of commencement of travel. For the reissued ticket of which the first flight coupon is unused or open dated, the period of validity is one year from the date of reissue.

5. 2. 3 Unless otherwise agreed, the calculation of the validity of a ticket begins from midnight on the date of commencement of travel or the date of issue, until midnight on the date of expiration.

5. 2. 4 Period of validity of travel: Some tickets at discounted fares impose strict restrictions on the longest and/or shortest time of a passenger's stay in a certain place. The passenger must complete his travel within the stipulated time limit. When a ticket contains a discounted fare with a shorter validity period than the normal fare, if the rules of such discounted fare do not stipulate that its validity period is applicable to the whole routing, such shorter validity period is only applicable to the flight segment using the discounted fare.

5. 3 Extension of validity

5. 3. 1 If a passenger is prevented from traveling within the period of validity of the ticket because Xiamen Airlines:

- a) cancels the flight on which the passenger holds a reservation; or
- b) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or
- c) fails to operate a flight reasonably according to the original schedule; or
- d) causes the passenger to miss a connection with the flight on which he holds a reservation; or

- e) is unable to provide previously confirmed space; or
- f) substitutes a different class of service.

the validity of such passenger's ticket will be extended until the first flight of Xiamen Airlines on which space is available in the class of service for which the fare has been paid.

5. 3. 2 When a passenger holding a normal fare ticket or a discounted fare ticket with a same period of validity as the normal fare ticket, is prevented from traveling within the period of validity of the ticket because at the time such passenger requests reservations Xiamen Airlines is unable to provide space on the flight in the class of service, the validity of such passenger's ticket will be extended until the first flight of Xiamen Airlines on which space is available in the class of service for which the fare has been paid.

5. 4 Itinerary/receipt of e-ticket for air transport (civil aviation special invoice)

5. 4. 1 Itinerary/receipt of e-ticket for air transport is one of the civil aviation special electronic ticket invoices. Each e-ticket provides one invoice only.

5. 4. 2 Civil aviation special invoice shall be printed within 26 days after the ticket is completely used at the latest. Due to system restrictions, it cannot be printed after the specified date. Xiamen Airlines can provide ordinary VAT invoices instead.

5. 4. 3 In case of a refund, the printed invoice shall be provided. The passenger shall keep it properly.

5. 4. 4 If an invoice is lost due to the reasons relevant to the passenger, it will not be printed again according to *(Provisional) Regulations on Itinerary/Receipt of E-Ticket for Air Transport*.

5. 5 Sequence and use of tickets

5. 5. 1 The ticket purchased by a passenger is only applicable for the transportation from the place of departure via any stopping places to the place of destination as listed on the ticket.

5. 5. 2 Flight coupons of the ticket must be used in the sequence listed on the ticket. Use in the reversed sequence or skipping over flight segments is prohibited. The first flight coupon must be used first. Otherwise Xiamen Airlines has the right to refuse carriage. If tariffs have special provisions on the sequence of use of flight coupons (for example, it is required that the ticket must be used in sequence), they shall be observed. The first flight coupon means the first flight segment in the same contract of carriage sold as one ticket or multiple conjunction tickets. Unless otherwise stipulated by tariffs, the unused flight coupons shall be refunded within thirteen months from the date of commencement of travel (from the date of ticket issue if the first flight coupon is unused). When handling the refund, the difference between the fare paid and the fare for the transportation used shall be refunded and the corresponding refund fees (including cancellation fees and no-show charges) shall be charged, according to the refund rules of the original ticket. The taxes and charges of the unused flight coupons shall be refunded as well.

5. 5. 3 If the passenger wishes to change any aspect of transportation, he shall contact Xiamen Airlines in advance and observe relevant tariff provisions and limitations of ticket conditions. The fare for the passenger's new transportation will be recalculated, and the passenger will be given the option of

accepting the new fare or maintaining his original transportation as ticketed. If the passenger is required to change any aspect of transportation due to force majeure, he shall contact Xiamen Airlines as soon as practicable, and Xiamen Airlines will make reasonable efforts to transport the passenger to the next stopover or final destination, without recalculation of the fare.

5.5.4 If the passenger changes his transportation without agreement from Xiamen Airlines, Xiamen Airlines will determine the fare based on the passenger's actual travel. The passenger will have to pay any difference between the fare paid and the new fare applicable to the changed transportation.

5.5.5 Some changes to transportation of the ticket will result in an increase of fare price, such as changing the place of departure or reversing the direction of travel. Some fares are only applicable to the flight with a specific date as listed on the ticket and cannot be changed, or can only be changed after a passenger has paid for relevant charges.

5.5.6 A scheduled ticket is only applicable to the date and flight specified on the ticket.

5.5.7 An open ticket or a ticket containing open flight segments means that the passenger may, at the time of ticket purchase, allow the reservation status of the whole ticket or a certain flight segment to be open according to his needs and tariff rules. One or more of the carrier, flight number, date and reservation status of the ticket can be open at the time of purchase according to the route tariff rules, but must be confirmed before the actual carriage.

5.5.8 Each flight coupon contained in the passenger's ticket will be accepted for carriage by the carrier in the class of service on the date and flight for which space has been reserved.

5.5.9 If the passenger holds an open ticket, space will be reserved on application subject to Xiamen Airlines applicable fare, tariff rules and the availability of space on the flight applied for. Within the scope permitted by the ticket conditions and the contract of carriage, the first confirmation of open items on such ticket free of charge before the actual carriage can be exempted from change fees, and only the fare difference between the new ticket when space is reserved and the original open ticket will be charged.

5.5.10 If the change after confirmation or the confirmation of open items results in the change of reserved items in the original ticket, the fare for the whole routing shall be recalculated according to the ticket conditions, and the resulting fare difference and corresponding change fees shall be charged.

5.5.11 In the event the passenger does not show up for any flight on which he holds a reservation without advising Xiamen Airlines in advance, Xiamen Airlines may cancel his return or onward reservations as specified on the ticket.

6 Fares, taxes and charges

6.1 Fares

6.1.1 Fares apply only for air carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports in the same city and

between airports and city centers, and various additional taxes and charges.

6. 1. 2 Applicable fares are those applicable and in effect at the time the passenger purchases the ticket for travel on the specific date, route and other information shown on the ticket. If the fare is adjusted after the ticket is sold, the fare amount will not change. Should the passenger change transportation, this may have an impact on the fare to be paid.

6. 1. 3 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, Xiamen Airlines or its authorized agents may determine the routing.

6. 1. 4 The passenger purchasing a normal/discounted fare ticket shall comply with the ticket conditions of such fare. Special refund and endorsement restrictions may apply to some tickets which are sold at discounted fares. For example, some tickets may be partially or completely non-refundable, or non-endorsable. Passengers should choose the fare best suited to their needs.

6. 1. 5 When a child or an infant is accompanied by an adult passenger, a ticket in the same class of service as the ticket of the accompanying adult must be purchased for the child or infant.

6. 2 Taxes and charges (regardless of type)

6. 2. 1 Any tax or charge imposed by government or other authority, or by the approved operator of an airport, in respect of the use by a passenger of any service or facilities will be in addition to the applicable fares and shall be collected by the airlines and be payable by the passenger.

6. 2. 2 Xiamen Airlines will inform the passenger of the taxes and charges not included in the fare at the time of ticket purchase. The taxes and charges will be listed separately on the ticket. Taxes or charges imposed on air travel often change and may be collected after the ticket is sold. The passenger is obliged to pay for any increase in the applicable taxes listed on the ticket or any newly added taxes after the ticket is sold. If the taxes paid by the passenger when purchasing the ticket are cancelled or reduced and are no longer applicable to the passenger, the passenger has the right to apply for a refund, and Xiamen Airlines will make a refund in accordance with the rules of relevant government departments.

6. 2. 3 Fuel surcharge, aviation insurance surcharge and sales-related charges shall be issued and collected by the carrier according to relevant regulations or policies of different states (or regions) and authorities. Unless otherwise agreed, the infant who is travelling at the infant fare and does not occupy a seat is exempt from fuel surcharge, while the child is charged fuel surcharge as the adult.

6. 3 Payment of fares

6. 3. 1 The passenger shall pay fares and charges in the currency using the payment method acceptable to Xiamen Airlines. All fares must be pre-paid prior to travel, unless other arrangements have been agreed upon between Xiamen Airlines and the passenger.

6. 3. 2 When the fare amount that has been collected is inconsistent with the applicable fares or there has been a mathematical error, according to Xiamen Airlines regulations, the difference shall be paid by the passenger, or, as the case may be, refunded by Xiamen Airlines.

6.3.3 In the event that Xiamen Airlines does not have reliable confirmation that payment has been validly made or if Xiamen Airlines advises the passenger for the need for additional information, Xiamen Airlines may request additional information from the passenger and/or, when a ticket was paid by a person who is not the passenger, Xiamen Airlines may request the presence of the payer at the airport any time after ticket issuance including at check-in, prior to travel or after travel has commenced. Xiamen Airlines also reserves the right to require another form of payment should a passenger not be able to reliably confirm that payment was validly made and/or provide the additional information requested. If the passenger fails to meet the above requirements of Xiamen Airlines, Xiamen Airlines has the right to refuse carriage.

7 Reservations and ticket purchase

7.1 General rules

7.1.1 Passengers may consult, reserve and purchase tickets from the direct sales agencies (including but not limited to ticket offices of Xiamen Airlines branches and sales offices, official website, mobile application, WeChat official account and customer service hotline 95557 of Xiamen Airlines, etc.) or authorized sales agents of Xiamen Airlines.

7.1.2 Reservations will not be valid until the fare has been paid in accordance with the procedures and time limits set forth by Xiamen Airlines and a ticket has been accepted and issued with the reservations listed on the corresponding flight coupon by Xiamen Airlines or Xiamen Airlines authorized sales agents. Reservations are not confirmed until recorded as accepted by Xiamen Airlines or Xiamen Airlines authorized sales agents.

7.1.3 In accordance with Xiamen Airlines regulations, certain discounted fares may have conditions which limit or exclude the passenger's right to change, endorse, refund or cancel reservations.

7.1.4 Xiamen Airlines may suspend reservations for a certain flight when necessary.

7.1.5 A passenger's request to change or cancel reservations shall be made within the time limit specified by Xiamen Airlines. If some fares are subject to limitations, the passenger's request to change or cancel reservations shall comply with such limitations.

7.1.6 If a passenger does not use a reservation in accordance with Xiamen Airlines regulations and fails to advise Xiamen Airlines in advance, Xiamen Airlines shall be entitled to cancel all his reservations.

7.1.7 Xiamen Airlines reserves the right to refuse to sell tickets and carry any passenger who is unfit for travel by air. Passengers under limited carriage can only reserve seats and purchase tickets with the consent of Xiamen Airlines and other relevant carriers if they meet certain requirements.

7.1.8 Xiamen Airlines has the right to restrict the reservations and ticket purchase of passengers who occupy seats maliciously or purchase tickets falsely.

7.2 Ticketing time limits

If a passenger has not paid for the ticket prior to the specified ticketing time limit, Xiamen Airlines may

cancel the reservation.

7.3 Personal data

7.3.1 The passenger gives personal data to Xiamen Airlines for the purposes of making a reservation for carriage and for obtaining ancillary services. For these purposes, the passenger authorizes Xiamen Airlines to retain such data and to transmit it to its own offices, other carriers, the providers of such services, or the institutions approved by laws and regulations.

7.3.2 When purchasing tickets, the passenger must provide his valid identity documents, ensure that they are the same as those used for check-in and boarding, and provide accurate and valid contact details.

7.3.3 The passenger shall provide a valid certificate or proof containing the birth date of a child or an infant when purchasing a child fare ticket or an infant fare ticket.

7.3.4 The passenger shall be responsible for the authenticity and validity of personal data, while Xiamen Airlines has no obligation for the review.

7.3.5 If the passenger refuses to provide necessary personal data, Xiamen Airlines has the right not to accept reservations and ticket purchase.

7.4 Information notifications

7.4.1 When Xiamen Airlines or Xiamen Airlines sales agents sell tickets through the Internet, they will notify passengers of the main service information of reservations, air safety information and other necessary contents. Passengers shall read and confirm they agree to above contents before purchasing tickets. Otherwise, Xiamen Airlines has the right not to accept reservations and ticket purchase.

7.4.2 When Xiamen Airlines or Xiamen Airlines sales agents sell tickets through ticket offices, telephone and other means, they will remind passengers to read the main service information, air safety information and other necessary contents, and notify them of the access to such information. After purchasing tickets, passengers are deemed to have read and agreed to above information.

7.4.3 When selling tickets, Xiamen Airlines or Xiamen Airlines sales agents will prompt passengers to consult the relevant entry and exit regulations of the departure, stopover and destination countries (regions). Xiamen Airlines shall not be liable for the representations made by employees, sales agents or representatives of Xiamen Airlines as to the entry and exit regulations of passengers, which are for reference only.

7.5 Seating arrangements

7.5.1 Xiamen Airlines will endeavor to honor advance seating requests. However, Xiamen Airlines cannot guarantee any particular seat requested by the passenger, and only provides seats in the class of service for which the ticket has been issued. For operational, safety or security reasons, the carrier reserves the right to assign or reassign seats at any time, even after boarding of the aircraft.

7.5.2 The passengers seated in emergency exit seats must be designated by Xiamen Airlines, who shall read relevant instructions on emergency exits in detail and have the capability to complete

emergency evacuation functions.

8 Limitation of carriage (services) and refusal of carriage

8.1 Limitation of carriage (services)

8.1.1 Scope of limited carriage (services): Special passengers whom need to be taken special care of during a flight due to their physical or mental condition, or who may be carried only under certain conditions, e.g. children, unaccompanied minors, infants, passengers applying for use of bassinets, sick passengers, disabled passengers, passengers carrying donated human organs, pregnant women, repatriates, criminal suspects or prisoners, shall be subject to prior arrangement with Xiamen Airlines and relevant carriers in accordance with regulations of Xiamen Airlines and relevant carriers before purchasing tickets and taking flights.

8.1.2 Xiamen Airlines only accepts infants who have been born for more than 14 days but are under the age of two on the date of commencement of travel for carriage. When an adult travels with more than one infant, he must purchase a child fare ticket for each additional infant and will be provided with an additional separate seat. One infant shall be held by the adult passenger while the other one shall use the child restraint system approved by civil aviation authorities. Every adult can take not more than 2 children and infants to travel with him.

8.1.3 Xiamen Airlines only accepts unaccompanied minors who are over the age of five but under the age of twelve as of the date of commencement of travel for carriage. Unless otherwise agreed, the carriage of unaccompanied minors shall be applied to Xiamen Airlines 24 hours before takeoff and relevant formalities shall be carried out before traveling.

8.1.4 Infants and the children other than those listed in Para.8.1.3 shall be accompanied by adult passengers who have reached the age of 18 and have full capacity for civil conduct in the same class during travel.

8.1.5 Xiamen Airlines may accept unaccompanied teenagers who are over 12 years old and under 16 years old as of the date of commencement of travel for carriage (optional and paid service). Unless otherwise agreed, the carriage of unaccompanied teenagers shall be applied to Xiamen Airlines 24 hours before takeoff and relevant formalities shall be carried out before traveling.

8.1.6 Xiamen Airlines may accept passengers traveling on stretchers for carriage who must be accompanied by a person having full capacity for civil conduct and tending on the flight in the same class of service.

8.1.7 If the passenger has any of the following conditions, he shall hold a medical certificate recognized by Xiamen Airlines and obtain the consent of Xiamen Airlines before ticket purchase and traveling. The medical certificate shall be issued by a hospital of level 2 or above, specialized hospital, overseas clinic or medical center, and include such a statement: "the passenger is diagnosed to be medically fit for travel by air", or other similar statement, with the doctor's signature and the medical organization's

official seal. For the passengers recovering from face-lifting or plastic surgery, the medical certificate can also be issued by the outpatient department. Only the medical certificate issued within 72 hours before the scheduled time of departure remains valid.

- a) The passenger carrying an incubator on board;
- b) The Chinese mainland expectant mother going to Hong Kong SAR who is pregnant for more than 28 weeks (28 weeks included) shall hold Hospital Certificate and Confirmation of Delivery Service Appointment;
- c) The passenger whose health is threatened by air travel or who requires special medical care during the flight, including the medical conditions not mentioned in Para.8.2.13 that may adversely affect the passenger's health and flight safety during the flight.

8.1.8 Number of passengers to whom carriage (services) is limited: For safety reasons, Xiamen Airlines may limit the number of passengers to whom carriage (services) is limited on each flight.

8.2 Refusal of carriage

Xiamen Airlines may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Xiamen Airlines determines that:

- 8.2.1 the carriage is banned by national (or regional) laws, policies, regulations and orders; or
- 8.2.2 such action is necessary because the passenger has failed to observe any applicable national (or regional) laws, rules, government regulations and other normative documents, or the instructions of Xiamen Airlines; or
- 8.2.3 the passenger has failed to produce valid travel documents as required by national (or regional) laws, rules, government regulations and other normative documents; or
- 8.2.4 the valid identity documents produced by the passenger during check-in are different from the valid identity documents used for purchasing the ticket; or
- 8.2.5 the passenger may seek to enter a country (or region) through which he may be in transit, or the passenger may destroy his documents during flight or refuse to surrender his travel documents to the flight crew, against receipt, when requested; or
- 8.2.6 the passenger has refused to submit to a security check for himself or his baggage; or
- 8.2.7 the passenger has refused to observe the instructions given by crewmembers or authorized personnel to perform exit seat regulations of Xiamen Airlines, or to obey the crew's commands; or
- 8.2.8 the passenger is a disabled person, but the number of disabled persons on board has reached the maximum limit, or the only seat suitable for the disabled passenger is an emergency exit seat; or
- 8.2.9 such action is necessary because of weather or other reasons beyond the control of Xiamen Airlines; or
- 8.2.10 the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Xiamen Airlines or relevant carriers and the passenger have not been complied with; or
- 8.2.11 the person presenting the ticket cannot prove that he is the person named in the "Name of

Passenger" box of the ticket; or

8. 2. 12 the ticket presented by the passenger has been acquired unlawfully or has been purchased from an entity other than Xiamen Airlines or its authorized sales agents, or has been reported as being lost or stolen, or is a counterfeit ticket, or any flight coupon has been altered by anyone other than Xiamen Airlines or its authorized sales agents, or has been mutilated; or

8. 2. 13 the conduct, age, or mental or physical state of the passenger is deemed unfit for air travel (except for the case in which a medical certificate indicating the passenger is fit for air travel is issued by a hospital of level 2 or above, specialized hospital, overseas clinic or medical center), or is such as to cause discomfort to other passengers, or involve any hazard or risk to himself or to other persons or to property:

a) Cardiovascular diseases

1) Hypertension with systolic pressure exceeding 180mmHg or diastolic pressure exceeding 110mmHg; hypotension with diastolic pressure lower than 90mmHg, accompanied by uncomfortable symptoms such as dizziness, palpitation and nausea;

2) Frequent angina pectoris, severe arrhythmia, severe heart failure or myocarditis in 30 days;

3) Myocardial infarction occurred within 6 weeks;

4) Severe valvular heart disease accompanied by palpitation, fatigue, etc.;

5) Chest distress, chest pain, palpitation, abdominal pain, lumbago, etc. occurred within 2 hours prior to flight departure.

b) Brain diseases

1) Within 14 days after cerebrovascular accidents which mainly include cerebral infarction, cerebral embolism and cerebral hemorrhage (subarachnoid hemorrhage, rupture and bleeding of aneurysms, cerebral dural arteriovenous fistulas or cavernous hemangioma);

2) Craniocerebral injury, skull fracture with coma or irregular respiratory rhythm;

3) Within 24 hours after epilepsy.

c) Respiratory system diseases

1) Asthma that frequently and seriously occurs or needs to be treated in hospital;

2) Respiratory disease with significantly difficult breathing in resting state;

3) Patients suffering from spontaneous pneumothorax, hemopneumothorax or exudative pleurisy cured for less than 2 weeks or accompanied by respiratory dysfunction.

d) Digestive system diseases:

1) Patients with upper gastrointestinal bleeding and with gastrointestinal bleeding stopped for less than 3 weeks;

2) Onset of pancreatitis, bowel obstruction, appendicitis, cholecystitis and other acute abdomen.

e) Blood system diseases: anaemia patients with haemochrome (hemoglobin) lower than 60g/L;

- f) Eye diseases
- 1) Within 48 hours after cataract surgery, pterygium surgery and laser eye surgery;
 - 2) Within 7 days after surgery of penetrating eye injuries;
 - 3) Gas for treating retinal detachment has not been fully absorbed (sometimes gas needs to be injected into the eye to increase intraocular pressure during treatment).
- g) Orthopedic diseases
- 1) Untreated fracture;
 - 2) Fracture fixed with tubular plaster and traction with weight adjusting hammer;
 - 3) Within 24 hours for fracture fixed with non-tubular plaster;
 - 4) After medical treatment for hip and spinal injuries, it is not possible to use the standard seat of the aircraft to sit, or the seat back cannot maintain an upright position during takeoff/landing, without satisfactory alternative methods, which cannot comply with safety regulations.
- h) Recent history of surgery (including minimally invasive surgery)
- 1) Within 7 days after mandibular fixation;
 - 2) Within 7 days after tonsillectomy or with significant discomfort such as sore throat;
 - 3) Within 7 days after appendectomy;
 - 4) Within 7 days after thyroidectomy;
 - 5) Within 10 days after major abdominal organ resection (gastrectomy, hepatectomy, nephrectomy) or with unstable vital signs;
 - 6) Within 3 weeks after cardiac surgery (within 3 days after cardiac radiofrequency ablation).
- i) Others
- 1) Women who just gave birth within 7 days;
 - 2) Infants who were born within 14 days;
 - 3) Expectant mothers who have conceived a child for more than 36 weeks (36 weeks included), or who have conceived two children or more during a pregnancy for more than 32 weeks (32 weeks included);
 - 4) A passenger's mental condition and behavior, including being affected by alcohol or drugs, may endanger or affect the safety and health of the passenger, other passengers or crew members. For example, if the passenger is mentally ill and during the onset of the illness, the passenger may cause harm to other passengers or himself/herself;
 - 5) Passengers with obvious symptoms, body odor or peculiarities that may cause other passengers' displeasure;
 - 6) Passengers who need blood transfusion, oxygen therapy or infusion onboard;
 - 7) Closed thoracic drainage (excluding tracheal intubation, urinary tube, gastric tube, gallbladder drainage tube, etc.);
 - 8) Passengers with unstable vital signs caused by various reasons (including various tumor

patients), with other diseases that are deemed medically unfit for air travel or may deteriorate in the air;

9) Passengers determined to be unfit for air travel by the doctor from the airport;

10) Special passengers who cannot provide the certificates specified by Xiamen Airlines.

8.2.14 the passenger has committed other acts that may endanger flight safety or public order.

8.2.15 Arrangements for passengers who have been refused carriage

If a passenger has been refused carriage due to the provisions of Para.8.2.1 to 8.2.8, 8.2.11 and 8.2.14 of these Conditions, Xiamen Airlines shall timely issue a written explanation, unless otherwise stipulated by the State; if the passenger requests to change or refund his ticket, Xiamen Airlines may handle the request in accordance with the applicable General Conditions of Carriage and ticket conditions:

a) As for the passenger who has been refused carriage due to Para.8.2.1, 8.2.8 and 8.2.9, the provisions of involuntary refunds shall apply;

b) As for the passenger who has been refused carriage due to Para.8.2.10, the passenger shall pay up the fare, tax and charge difference, or the provisions of voluntary refunds shall apply;

c) As for the passenger who has been refused carriage due to Para.8.2.5, 8.2.11 and 8.2.12, Xiamen Airlines reserves the right to retain his ticket and when necessary, will report to relevant authorities;

d) As for the passenger who has been refused carriage due to the reasons other than above paragraphs, the provisions of voluntary refunds shall apply.

8.2.16 Passengers need to understand the possible risks and responsibilities of sudden illness during flight, including the expenses incurred by airlines for diversion and landing at alternate airports due to treatment of passengers. Xiamen Airlines reserves the right to investigate the legal liability of passengers who, knowing that they are unfit for air travel, violate the provisions of these Conditions and complete ticket purchase and traveling by concealment, deception or misleading.

9 Ticket changes

9.1 Voluntary changes

9.1.1 Voluntary changes of tickets mean that the passenger requests to reschedule, change or endorse a ticket on which a reservation is held for his own reasons. The fees for voluntary changes of tickets shall be calculated in accordance with the ticket conditions of corresponding fare type.

9.1.2 If a passenger, after purchasing a ticket, voluntarily requests a change in the flight, flight date or class of service, Xiamen Airlines and Xiamen Airlines authorized sales agents shall actively handle the request when the availability of seats on the flight and the ticket conditions are permitted. If the change results in an increase of fare price, the passenger shall pay the fare difference; if the change results in a decrease of fare price, the provisions of voluntary refunds shall apply, and then the passenger will purchase a new ticket, or the passenger may choose to continue to travel at the original fare.

9.1.3 If a passenger, after purchasing a ticket, voluntarily requests an endorsement, Xiamen Airlines

may endorse his ticket if the passenger's ticket has no endorsement restriction, and the carrier to which the passenger requests to change has signed an agreement with Xiamen Airlines to mutually issue or receive tickets. Passengers who do not meet the above requirements and request endorsements shall be subject to the provisions of voluntary refunds.

9. 1. 4 Unless otherwise agreed, children and infants paying children fare shall be charged change fees the same as adults, and infants not occupying passenger seats are exempt from change fees. The specific amount charged is subject to the ticket conditions of corresponding fare type.

9. 1. 5 If a passenger, after purchasing a ticket, requests a change in the route or the passenger's name for his own reasons, the original ticket is refunded in accordance with the provisions of voluntary refunds, and a new ticket will be purchased on the basis of the new route or the new passenger's name.

9. 1. 6 Xiamen Airlines sales agents are not allowed to handle endorsements for passengers without special authorization from Xiamen Airlines.

9. 2 Involuntary changes

9. 2. 1 Involuntary changes of tickets mean that the passenger changes his ticket because the flight is canceled, the departure delay occurs, the scheduled departure time is advanced, the route is changed, the class of service is changed, or the carrier cannot operate the original flight, etc.

9. 2. 2 If a passenger involuntarily changes his ticket due to weather, flow control or other uncontrollable or unpredictable reasons irrelevant to Xiamen Airlines, Xiamen Airlines shall adopt any of the following measures by considering the reasonable needs of the passenger without charging change fees:

- a) When ticket conditions permit, give priority to arranging an available seat on a flight of Xiamen Airlines for the passenger;
- b) When ticket conditions permit, make an endorsement to another carrier after getting consent from the passenger and the carriers concerned;
- c) Reroute the passenger to the destination or point of stopover by other flights of Xiamen Airlines, refund the passenger any overcharge in ticket fare and excess baggage fees but do not require the passenger to pay for any short falls, and charge the passenger additional taxes, ground transport service fee and other service costs arising thereof.

9. 2. 3 If a passenger involuntarily changes his ticket due to aircraft maintenance, flight rescheduling or other reasons relevant to Xiamen Airlines, Xiamen Airlines shall adopt any of the following measures by considering the reasonable needs of the passenger without charging change fees:

- a) Give priority to arranging an available seat on a flight of Xiamen Airlines for the passenger;
- b) Make an endorsement to another carrier after getting consent from the passenger and the carriers concerned;
- c) Reroute the passenger to the destination or point of stopover by other flights of Xiamen Airlines and/or other carriers, or other means of transportation accepted by both parties, refund the passenger any overcharge in ticket fare, excess baggage fees and other service costs but do not require the

passenger to pay for any short falls.

10 Refunds

10.1 General rules

10.1.1 On failure by Xiamen Airlines to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change in his arrangements, a refund for an unused Xiamen Airlines ticket or portion thereof shall be made by Xiamen Airlines in accordance with relevant provisions.

10.1.2 Refunds will only be made on condition that the ticket is OPEN FOR USE and the proof of payment is provided.

10.1.3 The passenger who has printed the e-ticket itinerary/receipt shall present it when requesting a refund.

10.1.4 The flight irregularity proof issued by Xiamen Airlines only explains the flight operations situation at the time of issuance, and does not serve as the basis for a passenger's involuntary change or refund. The passenger shall go through the involuntary change or refund procedure by confirming the flight irregularity information with the direct sales agencies of Xiamen Airlines (or Xiamen Airlines customer service hotline 95557). The change/cancellation of reservations or the refund requested prior to the release of flight irregularity information shall be handled in accordance with the provisions of voluntary changes or voluntary refunds.

10.1.5 If a passenger terminates his travel voluntarily at a stopping place, no refund is available for unused segments of his flight.

10.1.6 Unless otherwise specified, cancellation fees are calculated based on the time of cancellation of the reserved seat.

10.1.7 If the passenger who has changed flight voluntarily and paid change fees requests a refund when the changed flight is not operated as scheduled (due to reasons relevant/irrelevant to Xiamen Airlines), the ticket can be refunded free of cancellation fees while the previously paid change fees cannot be refunded.

10.1.8 In the case of tickets priced according to the fare component rules, refunds shall be made subject to the strictest rules on ticket conditions.

10.2 Person to whom refund will be made

10.2.1 Xiamen Airlines shall be entitled to make a refund to the person named in the ticket.

10.2.2 The passenger shall present his valid ID document when requesting a refund; in cases where the person to whom refund will be made is not the passenger named on the ticket, the person shall present a valid ID document for the passenger along with his own valid ID document.

10.2.3 If a ticket has been paid for by a person other than the passenger named in the ticket, and Xiamen Airlines has indicated on the ticket that there is a restriction on refund, Xiamen Airlines may make a refund only to the person paying for the ticket or to that person's order.

10. 2. 4 If the person requesting a refund is not the passenger named on the ticket or the person who has paid for the ticket, the person shall present a valid ID document for the passenger or the person who has paid for the ticket and a refund authorization letter, along with his own valid ID document.

10. 2. 5 In accordance with the provisions of Para.10.1, a refund made to anyone holding himself as a person to whom refund may be made in terms of Para.10.2.1, 10.2.2, 10.2.3 or 10.2.4 shall be deemed a proper refund and shall discharge Xiamen Airlines from liability.

10. 3 Time limit for refunds

The passenger shall request a refund within thirteen months from the date of commencement of travel (from the date of ticket issue if no portion of the ticket has been used) at the latest. If no portion of a ticket has been used, after it is reissued, the passenger shall request a refund for the new ticket within thirteen months from the date of commencement of travel (from the date of reissue if the first flight coupon is unused after reissue) at the latest. If the passenger fails to do so within the time limit, no refund of fares, taxes or charges is available.

10. 4 Place and method of refunds

10. 4. 1 All refunds shall be made subject to government laws, rules and regulations or orders of the country (or region) in which the ticket was originally purchased and of the country (or region) in which the refund is being made. Normally, the ticket will be refunded according to the original payment method and currency. Refunds will be made in the currency in which the ticket was paid for, but may be made in another currency in accordance with Xiamen Airlines regulations.

10. 4. 2 Involuntary refunds may be handled at the direct sales agencies of Xiamen Airlines in the place where the ticket was purchased, or at the point of origin, destination or stopping places, or where the passenger has requested the refund; or at the direct sales agencies or authorized sales agents of Xiamen Airlines in the place where the event leading to involuntary refunds occurred.

10. 4. 3 Voluntary refunds may be handled in the place where the ticket was purchased or at the direct sales agencies of Xiamen Airlines; except for the special products or discounted fares with restrictions on the place of refunds.

10. 4. 4 If a passenger holding an open ticket requests a refund, the refund can only be handled in the place where the ticket was purchased.

10. 5 Refund to debit or credit cards

If a passenger pays for the ticket by a credit or debit card, the ticket can only be refunded to the original card account. Xiamen Airlines will calculate the refund on the basis of the ticket fare amount and currency originally paid by the passenger in accordance with this rule. Due to currency exchange differences, the ticket fare amount refunded to the passenger's card may be different from the amount originally recorded in the bank statement by the credit or debit card company. The passenger is not entitled to claim a refund from Xiamen Airlines for this difference.

10. 6 Involuntary refunds

10. 6. 1 Involuntary refunds mean that the passenger requests a refund because the flight is canceled, the departure delay occurs, the scheduled departure time is advanced, the route is changed, the class of service is changed, or the carrier cannot operate the original flight, etc.

10. 6. 2 Involuntary refunds shall be handled in accordance with the following provisions:

a) If no portion of the ticket has been used, refund an amount equal to the fare paid (including taxes and charges) without cancellation fees;

b) If a portion of the ticket has been used, and the passenger requests a refund, refund an amount equal to the difference between the fare paid and the discounted or published fare applicable for the travel between the points for which the ticket has been used, less any used taxes and charges, and charge no cancellation fees; when the aircraft lands at the stopping place specified on the ticket or at another station other than the stopping place specified on the ticket, and the passenger requests a refund, refund an amount based on the proportion of the travel between the landing station and the destination station to the original routing, but in no instance can the amount of the refund exceed the amount paid for the original fare.

10. 7 Voluntary refunds

Voluntary refunds mean that the passenger requests a refund for his own reasons, which is subject to the following provisions:

a) If no portion of the ticket has been used, any refund will be an amount equal to the fare paid, less cancellation fees and no-show charges (if any);

b) If a portion of the ticket has been used, any refund will be an amount equal to the difference between the fare paid and the discounted or published fare applicable for travel between the points for which the ticket has been used and the used taxes and charges, less cancellation fees and no-show charges (if any);

c) The refund requested by a passenger holding a ticket at discounted fare shall be accordingly handled if the discounted fare imposes special restrictions on refund.

10. 8 Change or cancellation fees are waived in the following circumstances:

a) No cancellation fees will be charged for the infant who travels with an infant fare ticket and does not occupy a seat;

b) If a passenger requests a refund due to illness, according to Xiamen Airlines regulations, he shall present a real and valid medical certificate issued by a hospital of level 2 or above, specialized hospital, overseas clinic or medical center, two hours before the scheduled time of departure, indicating that he is not fit for travel by air on the flight date as shown on the ticket (including diagnosis certificate, hospital bill and medical record, which shall be issued earlier than the departure time listed on the ticket). No cancellation fees will be charged then. If the person accompanying the sick passenger requests a refund, he must present the copy of the sick passenger's ticket and relevant certificates, and conduct the refund procedure together with the sick passenger concurrently. No cancellation fees will be charged

then. If the person accompanying the sick passenger does not conduct the refund procedure together with the sick passenger concurrently, cancellation fees will be charged according to the corresponding ticket conditions. For each sick passenger, at most two accompanying persons can get refunds free of cancellation fees;

c) In the event of death of a passenger and his immediate family member before the commencement of travel, provided a death certificate or a kinship certificate required by the airlines is presented, no cancellation fees will be charged for the passenger and his immediate family member. A passenger's immediate family members include: the passenger's parents, father-in-law, mother-in-law, spouse and children.

10.9 Right to refuse refund

Except for involuntary refunds, Xiamen Airlines shall refuse to make refunds in any one or more of the following situations:

- a) The passenger fails to request a refund within the specified time limit for refunds;
- b) The passenger fails to present valid documents, tickets or certificates when requesting a refund;
- c) When the fare for the transportation used is equal to or higher than that of the whole transportation, the unused flight coupons cannot be refunded;
- d) The ticket is indicated with a "non-refundable" restriction.

10.10 Tax and charge refund

When making a refund, Xiamen Airlines shall refund taxes and charges that have not been incurred at the time the passenger purchased the ticket. For the ticket that has no balance refundable or is non-refundable, taxes and charges can be refunded separately without service charges within the time limit for refunds specified in Para.10.3.

11 Check-in and boarding

11.1 General rules

11.1.1 The check-in deadline varies from airport to airport. The passenger shall arrive at the airport sufficiently in advance of flight departure to permit completion of check-in procedures via his ticket and valid identity document which is the same as that used for purchasing the ticket. In the case of a code-share flight, Xiamen Airlines and its authorized agents shall tell the passenger to check in at the operating carrier's counter.

11.1.2 When the passenger is going through check-in procedures, Xiamen Airlines or its authorized agents shall accurately and clearly display the passenger's name, flight number, flight date, boarding time, boarding gate, flight segments and other determined information on the paper or electronic boarding pass.

11.1.3 Xiamen Airlines or its authorized agents shall timely inform passengers of any change in

boarding gate, boarding time, etc.

11.1.4 If the passenger fails to arrive in time at the check-in location or boarding gate, or fails to complete check-in procedures before the check-in deadline, or fails to present a ticket recognized by Xiamen Airlines, or appears improperly certified or documented or not ready to travel, Xiamen Airlines may cancel the space reserved for the passenger and will not delay the flight. Xiamen Airlines is not liable to the passenger for any resultant loss or expense. If the passenger requests a change or a refund due to above reasons, the provisions of voluntary changes or voluntary refunds shall apply.

11.1.5 Passengers and their baggage must go through security check before check-in and boarding.

11.1.6 After the cabin door closure and taxi out, passengers on board are not allowed to terminate trip except for force majeure and sudden illness or life-threatening conditions.

11.2 Miss a flight

11.2.1 The passenger who misses a flight as a result of his own actions will be handled in accordance with the provisions of voluntary changes or voluntary refunds.

11.2.2 For the passenger who misses a flight due to the actions of Xiamen Airlines, Xiamen Airlines will arrange a seat for the passenger on the subsequent flight as soon as possible to the same destination. If the passenger requests a refund, the provisions of involuntary refunds shall apply.

11.3 Take a wrong flight

11.3.1 For the passenger who takes a flight to the wrong destination due to his own actions, Xiamen Airlines will arrange a seat for the passenger on the earliest flight of Xiamen Airlines, Hebei Airlines or Jiangxi Airlines to the destination specified on the ticket, with the difference in fares neither refunded nor charged based on the actual fare paid.

11.3.2 For the passenger who takes a flight to the wrong destination due to the actions of Xiamen Airlines, Xiamen Airlines will arrange a seat for the passenger on the subsequent flight as soon as possible. If the passenger requests a refund, the provisions of involuntary refunds shall apply.

11.4 Connections of interline flights

In the carriage of interline flights, if a passenger misses a connecting flight or fails to complete the whole trip according to the agreed time because of the change of one or more segments, Xiamen Airlines, as the validating carrier, will make appropriate arrangements for the passenger and try its best to help the passenger to arrive at the final destination or stopover point.

12 Carriage of baggage

12.1 General rules

12.1.1 Scope of baggage

Baggage carried by Xiamen Airlines is limited to items which constitute baggage as defined in Para.2.49 and 2.50 of these Conditions.

12.1.2 Items unacceptable as baggage

The following items are not permitted to be carried as or packed into baggage, or to be carried into the cabin:

- a) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in relevant national (or regional) laws and regulations and Xiamen Airlines regulations;
- b) Firearms, ammunition, other lethal weapons and replicas, except for specialized sporting equipment;
- c) Ordnance, police arms and replicas;
- d) Controlled knives;
- e) Live animals other than service dogs used by disabled persons (including assistance dogs, guide dogs and hearing dogs);
- f) Small lithium battery-powered personal transportation devices (e.g. electric self-balancing scooters, etc.);
- g) Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state (region) to be flown from, into or over.

12. 1. 3 Items restricted from carriage

The following items can only be carried provided that they are in conformity with the Conditions of Carriage and authorized by Xiamen Airlines:

- a) Important documents and materials, securities, cash, notes, jewelry, precious metals and items made from precious metals, antique calligraphy, paintings and samples, or other valuables, fragile and vulnerable goods, prescription drugs that need to be taken regularly, medical certificate, travel documents and other items which require special care are not permitted to be carried as or packed into checked baggage, but can be carried into the cabin, provided that they are in conformity with Xiamen Airlines' restrictions on baggage weight and size. If above items which are included in checked baggage is lost or damaged, Xiamen Airlines is liable to the extent of general checked baggage;
- b) Precision instruments and electrical appliances;
- c) Cabin-seat baggage;
- d) Sports equipment, including firearms and ammunition for sporting purposes;
- e) Musical instruments;
- f) Diplomatic pouches and confidential documents;
- g) Folding or electric wheelchairs for passengers to use during the trip;
- h) Child restraint devices;
- i) Sharp and blunt instruments other than controlled knives, including kitchen knives, fruit knives, table knives, craft knives, scalpels and scissors, as well as steel files, sabers, axes, cudgels and hammers;
- j) Perishable goods;

k) Dry ice, drinks containing alcohol, smoking paraphernalia, non-radioactive drugs and cosmetics;

l) Items restricted from carriage by relevant national laws, regulations and orders;

m) Service dogs used by disabled persons (including assistance dogs, guide dogs and hearing dogs).

12.2 Restrictions on baggage packaging, size and weight

12.2.1 Checked baggage

a) All checked baggage shall be properly packaged, locked, firmly tied, capable of sustaining the changes in air pressure and handling required for carriage under normal conditions, and must conform with the following requirements:

1) Suitcases, bags and handbags shall be safely locked;

2) More than two pieces shall not be tied together as one piece;

3) Other items shall not be attached to baggage;

4) Baskets, net bags, ropes, straw bags and plastic bags shall not be used to wrap baggage;

5) The passenger's name, full address and telephone number shall be marked on the outside of baggage to facilitate contact.

b) The passenger shall show a valid ticket to have his baggage checked on the departure date of the flight;

c) After the baggage is checked, a baggage identification tag will be given to the passenger as evidence for baggage claim;

d) The passenger's checked baggage will be carried on the same aircraft as the passenger as far as possible unless Xiamen Airlines decides that this is impracticable under certain circumstances in terms of safety, security or operations, in which case Xiamen Airlines shall arrange for the checked baggage to be first carried on subsequent flights of Xiamen Airlines on which space is available and delivered free of charge as required by the passenger;

e) For international and regional flights of Xiamen Airlines excluding flights operating to or from the United States, each piece of checked baggage shall not exceed 32 kilograms. For flights operating to or from the United States, each piece of checked baggage shall not exceed 45 kilograms. Combined dimensions (length + width + height) of each piece shall not exceed 203cm. If a passenger wants to check a piece of baggage beyond 32 kilograms and up to 45 kilograms in weight and beyond 203cm and up to 300cm in combined dimensions, he shall obtain consent from Xiamen Airlines in advance.

12.2.2 Unchecked baggage

a) Each First Class passenger is allowed to carry up to two pieces of unchecked baggage on board;

b) Each passenger in other classes is allowed to carry no more than one piece of unchecked baggage on board;

c) Each piece of unchecked baggage shall not exceed 5 kilograms (11 pounds) in weight and 115 centimeters (45 inches) in combined dimensions (length + width + height). Unchecked baggage must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. The baggage exceeding the above allowances for number of pieces, weight or size must be checked.

12. 3 Free baggage allowance and excess baggage fees

12. 3. 1 Free baggage allowance

a) Free baggage allowance based on the piece concept applies to international and regional flights of Xiamen Airlines. Free baggage allowance includes free checked baggage allowance and unchecked baggage allowance. Each passenger's free baggage allowance is subject to the regulations instantly updated and published by Xiamen Airlines. Refer to Baggage Instructions on Xiamen Airlines Official Website for details;

b) For through journeys where the passenger travels on combined class service, the free baggage allowance on each portion of travel shall be that applicable to the service for which the fare is paid in accordance with the piece concept;

c) Where two or more passengers, traveling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travel at the same time and place, pooling of baggage will be permitted under either the weight or piece concept;

d) Where voluntary reroutings are made, a passenger shall be entitled to the free baggage allowance appropriate to the class of service for the rerouted portion. Where involuntary reroutings are made, a passenger shall be entitled to the free baggage allowance applicable to the fare originally paid;

e) For domestic portions of international journeys, a passenger shall be entitled to the free baggage allowance applicable to international journeys;

f) The free baggage allowance for the passengers purchasing child fare tickets is the same as adults. In addition to the applicable free baggage allowance, Xiamen Airlines accepts one stroller, one bassinet or one car seat at no additional charge for each infant passenger purchasing an infant fare ticket without occupying a seat. Non-collapsible strollers, bassinets and car seats can only be carried as checked baggage free of charge. The collapsible strollers which meet the requirements for dimensions of unchecked baggage can be carried into the cabin free of charge, but shall be subject to space availability. Xiamen Airlines does not provide car seats;

g) The free baggage allowance and excess baggage fees of international and regional flights operated by other airlines on which Xiamen Airlines code is used are subject to Xiamen Airlines regulations.

12. 3. 2 Excess baggage fees

a) For checked baggage that exceeds the free baggage allowance, the amount by which the baggage is overweight is known as excess baggage, for which excess baggage fees will be charged;

b) Refer to the baggage transport rules on Xiamen Airlines Official Website for the rate and

calculation method of excess baggage fees.

12.4 Special baggage

Special regulations shall apply to the carriage of vulnerable baggage with limited carriage requirements, such as sports equipment and musical instruments, which can be accepted for carriage only after meeting the restrictions such as packaging, quantity, carriage conditions and charging rules. Refer to the baggage transport rules on Xiamen Airlines Official Website for details.

12.5 Small animals

a) Xiamen Airlines does not accept live animals (pets) for carriage as baggage, except for service dogs used by disabled persons. Service dogs must travel with disabled persons;

b) Service dogs used by disabled persons include assistance dogs, guide dogs and hearing dogs. Emotional support dogs are not service dogs and Xiamen Airlines does not accept emotional support dogs as service dogs for carriage;

c) The disabled passenger shall make a request to carry his service dog at the time of reservations, no later than 48 hours prior to the time of departure, and provide the identity certificate (service certificate) and quarantine certificate of the service dog;

d) Service dogs together with their containers and food may be carried free of charge in addition to the normal free baggage allowance. To avoid occurrence of any unexpected event, Xiamen Airlines allows service dogs to be carried inside the cabin with disabled passengers;

e) The passenger shall assume full responsibility for the carriage of small animals. Xiamen Airlines shall not be liable for any sickness, injury or death attributed to the carriage for any reason irrelevant to Xiamen Airlines.

12.6 Baggage value declaration

Xiamen Airlines does not provide baggage value declaration service.

12.7 Acceptance of baggage

12.7.1 Refusal of carriage

a) In case any item listed in Para.12.1.2 of these Conditions is part of or is included in baggage, Xiamen Airlines reserves the right to refuse to carry the baggage and shall inform the passenger;

b) In case any item listed in Para.12.1.3 a) of these Conditions is part of or is included in baggage, Xiamen Airlines reserves the right to refuse to accept the baggage as checked baggage;

c) In case any item listed in Para.12.1.3 b) - l) of these Conditions carried by the passenger fails to satisfy Xiamen Airlines' limitation of carriage, Xiamen Airlines reserves the right to refuse to carry the baggage and shall inform the passenger;

d) In case the form, packaging, size, weight or character of baggage fails to satisfy the conditions of carriage of Xiamen Airlines but the passenger cannot or will not correct the problem, Xiamen Airlines reserves the right to refuse to carry the baggage;

e) In case the passenger refuses to submit to a baggage security check, Xiamen Airlines reserves

the right to refuse to carry the baggage.

12. 7. 2 Inspection

For the purpose of transportation security, the relevant government department or Xiamen Airlines has the right to check the passenger's baggage. The passenger shall be present during the check. Xiamen Airlines shall not be liable for any loss caused by the absence of passenger during the check.

12. 7. 3 Acceptance

a) The passenger shall show a valid ticket to have his baggage checked on the departure date of the flight;

b) After the baggage is checked, a baggage identification tag will be given to the passenger as evidence for baggage claim;

c) When accepting baggage of disputed liability, Xiamen Airlines shall explain applicable Xiamen Airlines regulations to the passenger, and attach the limited release tag to the baggage with written approval of the passenger. If the passenger refuses to give written approval, Xiamen Airlines has the right to refuse the carriage of such baggage.

12. 7. 4 Carriage

a) The passenger's checked baggage shall be carried on the same aircraft as the passenger unless Xiamen Airlines decides that this is impracticable under certain circumstances in terms of safety, security or operations, in which case Xiamen Airlines shall arrange for the checked baggage to be first carried on subsequent flights of Xiamen Airlines on which space is available, and timely notify the passenger;

b) If the passenger's checked baggage arrives late, Xiamen Airlines shall promptly notify the passenger to claim it. Unless otherwise stipulated by the State, if the checked baggage is delayed due to reasons irrelevant to the passenger, and the passenger requests direct delivery, Xiamen Airlines shall deliver the checked baggage directly to the passenger free of charge or negotiate a solution with the passenger;

c) The passenger's excess baggage shall be carried on the same aircraft as the passenger when space is available. Xiamen Airlines reserves the right to refuse to carry the excess baggage if the space is not available and the passenger does not agree to allow his baggage to be carried on subsequent flights of Xiamen Airlines.

12. 7. 5 Baggage return

a) If the passenger requests return of his baggage at the departure airport, he must make the request before the baggage is loaded onto the aircraft. The passenger who requests a refund must have his checked baggage returned as well. Any excess baggage fees charged under these circumstances will be refunded;

b) The passenger may request return of his baggage at stopping places. In this case, any excess baggage fees charged for unused segments of the flight will not be refunded;

c) The passenger who has to take other flights due to the reasons relevant to Xiamen Airlines will have his baggage appropriately carried accordingly. Xiamen Airlines will refund any overcharge in excess baggage fees but the passenger will not be charged additional fees for any short falls.

12.8 Delivery of baggage

12.8.1 Baggage delivery

a) The passenger shall collect his baggage as soon as it is available for collection at places of destination or stopover;

b) Xiamen Airlines delivers baggage according to baggage identification tags, and shall not be liable for whether the person claiming the baggage is the passenger himself, or for any loss or expense arising from releasing the passenger's baggage to the holder of a valid baggage identification tag;

c) If a passenger makes no complaint in writing when claiming baggage, it shall be prima facie evidence that the baggage is considered to have been completely delivered according to the contract of carriage;

d) The passenger shall report the loss of the baggage identification tag to Xiamen Airlines immediately. The passenger shall provide documents showing proof of identity and issue a receipt when claiming baggage if he wishes to claim baggage without the proper baggage identification tag. Xiamen Airlines shall not be liable for any baggage losses that result from baggage claim occurring before the passenger reports the loss of the baggage identification tag;

e) If baggage is not claimed immediately, Xiamen Airlines reserves the right to dispose of any perishables included in the baggage 24 hours after arrival.

12.8.2 Baggage irregularities

a) If transported baggage is missing, delayed, lost or damaged, the passenger shall follow the appropriate procedures with Xiamen Airlines or its authorized ground handling agents at the place where the problem occurred;

b) Xiamen Airlines shall compensate the passenger for the inconvenience caused if checked baggage fails to arrive on the same aircraft with the passenger, and fails to arrive and deliver to the passenger on the same day, due to the reasons relevant to Xiamen Airlines. The standards for OPE (Out of Pocket Expense) are as follows:

Class of Service	Economy Class	Business Class/ Egret Platinum Card	First Class/ Egret Diamond Card
OPE	RMB 300 or equivalent foreign currency	RMB 400 or equivalent foreign currency	RMB 500 or equivalent foreign currency

If a passenger's proof of loss is higher than the standards for OPE, he will be compensated according to the applicable baggage liability limit.

c) For the destruction, loss or damage of baggage, Xiamen Airlines shall compensate or pay the repair costs in accordance with the actual value of the baggage. The passenger shall bear the burden of

proof for the actual value of the loss which shall not exceed the compensation limit specified in the applicable international conventions;

d) In calculating the compensation for lost baggage, the OPE paid shall be deducted from the compensation amount, and excess baggage fees charged for the baggage will be refunded;

e) Xiamen Airlines will contact the passenger immediately if the lost baggage for which the passenger has been compensated is found. The passenger may reclaim the baggage and refund the compensation in full, excluding OPE. Xiamen Airlines is entitled to pursue full compensation when detecting fraudulent actions on the passenger's behalf.

13 Passenger services

13.1 Common services

13.1.1 Unless otherwise stipulated herein, Xiamen Airlines shall provide on-board meals but will not provide such services beyond the specified variety and quantity.

13.1.2 If in the course of concluding the contract of carriage by air, Xiamen Airlines also agrees to make arrangements for the provision of additional services, Xiamen Airlines shall have no liability to the passenger except for negligence on its part in making such arrangements.

13.1.3 Unless otherwise stipulated herein, Xiamen Airlines shall not be liable for the ground transport service inside airports, between airports or between airports and city centers. Xiamen Airlines shall not be liable for any conduct or negligence by such ground transport service providers or any help provided by its authorized sales agents to passengers for such ground transport service.

13.1.4 Ground accommodations between connections of interline flights shall be at the passengers' own expense.

13.2 Services for flight irregularities

13.2.1 In the event of flight departure delays or cancellations, Xiamen Airlines and its authorized ground handling agents shall timely notify passengers of the flight departure delay or cancellation information, release dynamic information of flight delay every half hour, and provide explanation for passengers.

13.2.2 In the event of flight departure delays or cancellations at the departure airport due to aircraft maintenance, flight rescheduling, air crew or other reasons that are relevant to Xiamen Airlines, Xiamen Airlines shall provide the following services:

- a) Provide catering for passengers for free;
- b) Provide recreational facilities and reading material;
- c) Provide communication equipment for passengers;

d) If a flight departure delay is estimated to be not more than 3 hours, arrange for passengers to take a rest in the airport terminal. If a flight departure delay is more than 3 hours, or a flight is cancelled, send passengers to hotels as appropriate. Give priority to the senior, weak, sick, disabled or pregnant passenger, the passenger holding a child, unaccompanied minor and other passengers whom need be

taken special care of;

e) If a departure delayed flight arrives at the destination airport, and no ground vehicles at the airport to the city center are available then, arrange for vehicles to send passengers to the transportation hub of the city center.

13.2.3 In the event of flight departure delays or cancellations at the departure airport due to weather, emergencies, air traffic control, airport security check, passengers or other reasons that are not relevant to Xiamen Airlines, Xiamen Airlines shall assist passengers in arranging for accommodations at the passengers' own expense.

13.2.4 When a flight is delayed or cancelled after diversion to the stopping place specified on the ticket or to another station other than the stopping place specified on the ticket for any reason, Xiamen Airlines shall provide accommodations for passengers.

13.2.5 Xiamen Airlines can provide flight irregularity proof for passengers if needed.

13.2.6 When a flight is estimated to be delayed for more than 4 hours (including 4 hours) due to aircraft maintenance, flight rescheduling, air crew or other reasons that are relevant to Xiamen Airlines, Xiamen Airlines shall give financial compensation to passengers in accordance with the compensation standards specified in Para.13.2.9 of these Conditions.

13.2.7 If a flight is estimated to be delayed for more than 2 hours, Xiamen Airlines shall provide beverage and drinking water for passengers in the airport terminal every 2 hours from the release of flight delay information. In the case of onboard delay for more than 2 hours (including 2 hours), Xiamen Airlines shall provide food and drinking water for passengers.

13.2.8 In the case of onboard delay for more than 3 hours (including 3 hours), without definite takeoff time, Xiamen Airlines shall arrange for passengers to disembark the aircraft and wait in the airport terminal under the premise of not violating air safety and security regulations.

13.2.9 If a flight is delayed for 4 hours or above due to the reasons relevant to Xiamen Airlines, Xiamen Airlines shall give financial compensation to passengers by means of cash or free tickets on the spot. The financial compensation standards for infants and children are as same as that for adult passengers. Refer to the following table for details:

Flight delay time concerning financial compensation	Cash compensation
≥4 hours and <8 hours	≤RMB 200
≥8 hours	≤RMB 400

13.2.10 The remedy measures listed in this paragraph are all the options available for passengers. Unless otherwise provided in the Convention and laws, Xiamen Airlines has no other liability.

13.2.11 In the event of inconsistency between laws, regulations or orders of any state (region) at the point of origin, destination or stopping places and these Conditions, the local laws, regulations or orders shall prevail.

13.3 Customer care

13.3.1 Xiamen Airlines Customer Service Center hotline: 95557 (domestic); +86-592-2226666 (overseas); E-mail: mf@xiamenair.com.

13.3.2 Xiamen Airlines complaint handling: 95557, press 1 and then press 9, or 0592-5739009; E-mail: complain-mf@xiamenair.com.

14 Conduct aboard aircraft

14.1 If a passenger conducts himself 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, Xiamen Airlines may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger. The passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

14.2 Handling of acts of unlawful interference and disruptive behaviors

14.2.1 Acts of unlawful interference are acts or attempted acts such as to jeopardize the safety of civil aviation, mainly including:

- a) Unlawful seizure of aircraft;
- b) Destruction of an aircraft in service;
- c) Hostage-taking on board aircraft or on aerodromes;
- d) Forcible intrusion on board an aircraft, at an airport or on the premises of an aeronautical facility;
- e) Introduction on board an aircraft or at an airport of a weapon or hazardous device or material intended for criminal purposes;
- f) Use of an aircraft in service for the purpose of causing death, serious bodily injury, or serious damage to property or the environment;
- g) Communication of false information such as to jeopardize the safety of an aircraft in flight or on the ground, of passengers, crew, ground personnel or the general public, at an airport or on the premises of a civil aviation facility.

14.2.2 Disruptive behaviors refer to acts violating behavior specifications onboard the aircraft, or not listening to the instruction of the crew, and interrupting the normal order of the cabin, include but are not limited to:

- a) Forcible occupation of seats and overhead bins;
- b) Fighting and causing disturbances;
- c) Obscenity and sexual harassment;
- d) Disseminating pornographic goods and other illegal printed materials;
- e) Using open fire or smoking;

- f) Illegal use of mobile phones or other prohibited electronic devices;
- g) Stealing, intentionally damaging or discretionally moving aviation equipment and facilities such as emergency doors;
- h) Theft of public and private property on board;
- i) Any other act which might pose a threat to the safety of civil aviation or interrupt the normal order of the cabin.

14. 2. 3 Handling measures

According to laws and civil aviation regulations of the countries concerned, Xiamen Airlines will take necessary measures to stop, subdue or restrain the passengers for acts of unlawful interference and disruptive behaviors occurring in the cabin, and require them to leave the aircraft before takeoff or after landing. In case of violation of the law, Xiamen Airlines shall hand over the case to the public security organization or judicial authority for handling.

14. 3 Portable Electronic Devices (PED)

14. 3. 1 Xiamen Airlines permits the use of PEDs that meet the requirements in flight.

14. 3. 2 The cellular transmitting functions (voice and data) of PEDs must be turned off throughout the flight. The PEDs with airplane mode may use WIFI and bluetooth functions but shall activate airplane mode (i.e. turning off cellular transmitting functions).

14. 3. 3 During the flight, when any existed electronic interference is detected and the use of PEDs by the passengers is suspected, the PIC or the personnel authorized by the PIC have the right to require the passengers to turn off the PEDs, and in serious cases, hand over the passengers to the ground public security organization for handling according to law after landing.

14. 3. 4 Requirements for use of PEDs

14. 3. 4. 1 The electronic devices that are allowed to be used throughout the flight include but are not limited to:

- a) Portable voice recorders;
- b) Hearing aids;
- c) Heart pacemakers;
- d) Electric shavers;
- e) Life-saving equipment or devices that will not interfere with the navigation or communications system of the aircraft with the prior permission of Xiamen Airlines.

14. 3. 4. 2 The electronic devices that are not allowed to be used throughout the flight include but are not limited to:

- a) Cellular phones without airplane mode, such as devices only having cellular transmitting functions (voice and data), watches with cellular phone function;
- b) Walkie-talkies;
- c) Remote control equipment (remote control toys and other remote control electronic devices).

14. 3. 4. 3 During the following flight phases, use of the PEDs other than the electronic devices that are allowed to be used throughout the flight is prohibited:

- a) Within 20 minutes after takeoff and within 30 minutes before landing;
- b) Low visibility operations.

14. 3. 5 Requirements for storage, safekeeping and emergency handling of PEDs

a) Large PEDs (of which the sum of length, width and height is more than 31cm, e.g. laptops, tablet computers, etc.) shall be securely stored, so as not to cause danger in times of turbulence, impact or emergency evacuation;

b) Small PEDs (of which the sum of length, width and height is less than or equal to 31cm, e.g. e-book readers, cellular phones, etc.) shall be properly secured (for example, be held in passengers' hands);

c) During critical phases of flight, such as taxiing, takeoff, descending and landing, PED accessories (e.g. earphones, charging cables, etc.) shall be securely stored, so as not to block emergency evacuation routes under emergency situations. The PEDs placed in unchecked baggage and overhead bins shall be powered off.

14. 4 Prohibited use of power banks

Use of power banks is prohibited throughout the flight.

14. 5 Non-smoking flights

All Xiamen Airlines flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft.

14. 6 Restrictions on alcoholic beverages

Except for the alcoholic beverages provided by Xiamen Airlines, the passengers shall not have any other alcoholic beverages on board the aircraft.

14. 7 Seat belts compulsory

While being on passenger seats on board the aircraft, the passengers shall fasten their seat belts as required. Infants can be carried in the arms of an adult or use infant seat belts.

15 Administrative formalities

15. 1 The passenger shall consult and comply with all laws, regulations, orders, demands and travel requirements of countries (or regions) to be flown from, into or over, and with Xiamen Airlines regulations. Xiamen Airlines shall not be liable for any aid or information given by any agent or employee of Xiamen 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. Xiamen Airlines shall not be liable for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

15. 2 The passenger shall present all exit, entry, health and other necessary documents required by laws,

regulations, orders, demands or requirements of the countries (or regions) concerned, and allow Xiamen Airlines to hold and keep the copy of above documents; when necessary, allow Xiamen Airlines to record the information contained therein. Xiamen Airlines reserves the right to refuse carriage of any passenger who has not complied with the regulations or requirements mentioned above, or whose documents do not appear to be in order, or who does not allow Xiamen Airlines to hold or keep the copy of his documents.

15.3 The passenger shall agree to pay all the expenditure whenever Xiamen 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. Xiamen Airlines may apply to the payment of such expenditure any funds paid to Xiamen Airlines for unused carriage, or any funds of the passenger in the possession of Xiamen Airlines. The expenditure collected for carriage to the point of refusal of entry or deportation will not be refunded by Xiamen Airlines.

15.4 If Xiamen 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 (or regions) concerned or to produce the required documents, the passenger shall on demand reimburse to Xiamen Airlines any amount so paid or deposited and any expenditure so incurred. Xiamen Airlines may use towards such expenditure any funds paid to Xiamen Airlines for unused carriage, or any funds of the passenger in the possession of Xiamen Airlines.

15.5 If required by customs or other government officials, the passenger shall attend inspection of his baggage. Xiamen Airlines is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

15.6 The passenger shall comply with all provisions of laws, government regulations, orders, demands and travel requirements of the countries (or regions) concerned during the carriage, and submit to any security checks by government or airport departments or by Xiamen Airlines.

16 Liability for loss and limits of compensation

16.1 As defined in the Montreal Convention, international carriage to which the Convention applies is subject to the rules relating to liability established by the Montreal Convention. For international carriage other than those as defined in the Montreal Convention, Xiamen Airlines shall assume the liability for any damage to passengers and baggage caused by the carriage in accordance with relevant rules of the Warsaw Convention.

16.2 In carriage which is not international carriage to which the Convention applies:

a) Xiamen Airlines shall be liable for damage to a passenger or his checked baggage only if such damage was caused by acts or omissions of Xiamen Airlines, done with intent to cause damage or recklessly and with knowledge that damage would probably result. If the damage was caused or contributed to by the negligence of the passenger, Xiamen Airlines shall be wholly or partly exonerated

from its liability for damage in accordance with applicable laws and regulations;

b) Except in the case of acts or omissions of Xiamen Airlines, done with intent to cause damage or recklessly and with knowledge that damage would probably result, the liability of Xiamen Airlines with respect to each passenger for death, wounding or other bodily injury is subject to the applicable law and its specified limit of liability.

16.3 To the extent not in conflict with the foregoing and whether or not the Convention applies:

a) Xiamen Airlines is liable only for damage occurring on its own line. Xiamen Airlines issuing a ticket or checking baggage over the lines of another carrier (including code-share flights of which the operating carrier is not Xiamen Airlines) does so only as agent for such other carrier. Nevertheless, with respect to checked baggage the passenger shall also have a right of action against the first or last carrier. In the event of change, delay, cancellation, overbooking of the flight, damage or loss of the baggage, personal injury and other situations on the flight that is not conducted by Xiamen Airlines (including code-share flights of which the operating carrier is not Xiamen Airlines), the operating carrier shall be liable for the compensation and Xiamen Airlines may assist in contacting the operating carrier;

b) Xiamen 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;

c) If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned;

d) The liability of Xiamen Airlines shall not exceed the amount of proven damages. Xiamen Airlines shall furthermore not be liable for indirect or consequential damages;

e) Xiamen Airlines is not liable for any destruction, loss or damage to baggage caused solely by inherent defect, quality or vice of the baggage;

f) For damage to fragile or perishable items, money, jewelry, precious metals, gold/silver ware, negotiable papers, securities, or other valuables, business documents, passports and other certificates, or samples, which are included in the passenger's checked baggage, Xiamen Airlines only assumes the liability for the compensation amount which is the same as that of general checked baggage;

g) If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself, Xiamen Airlines shall not be liable for any illness, injury, death or disability, attributable to such condition or for the aggravation of such condition;

h) Any exclusion or limitation of liability of Xiamen Airlines shall apply to and be for the benefit of agents, employees and representatives of Xiamen Airlines and any person whose aircraft is used by Xiamen Airlines and such person's agents, employees and representatives. The aggregate amount recoverable from Xiamen Airlines and from such agents, employees, representatives and persons shall not exceed the amount of Xiamen Airlines' limit of liability;

i) Xiamen 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 Xiamen Airlines shall indemnify Xiamen Airlines for all losses and expenses incurred by Xiamen Airlines as a result thereof;

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

16.4 Acceptance of checked baggage by the bearer of the baggage check without complaint at the time of delivery is prima facie evidence that the checked baggage has been delivered in good condition and in accordance with the contract of carriage, unless the passenger proves otherwise.

16.5 In the case of damage to checked baggage, the person entitled to delivery shall make a complaint in writing to Xiamen Airlines or its authorized ground handling agents forthwith after the discovery of the damage. In the case of damaged or stained checked baggage, the person entitled to delivery shall make a declaration to the carrier (or its agents) and fill out Baggage Transport Report before leaving the baggage claim area, and make a claim in writing within seven days from the date of receipt at the latest. In the case of delay of checked baggage, the person entitled to delivery shall make a claim in writing at the latest within twenty-one days from the date on which the baggage has been placed at his disposal.

16.6 If Xiamen Airlines admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger is entitled to enforce against Xiamen Airlines the rights which flow from the contract of carriage.

16.7 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.

17 Effectiveness and modification

17.1 These Conditions shall become effective as of the date on August 1, 2023, and supersede the previous *Xiamen Airlines General Conditions of Carriage for International Passengers and Baggage*.

17.2 Xiamen Airlines has the right to modify its Conditions of Carriage, regulations, fares, charges and any other provisions without notice. However, no such modification shall apply to the passengers who have purchased tickets prior to the modification.

17.3 No employee, authorized sales agent, authorized ground handling agent of Xiamen Airlines or such agent's employee has authority to violate or modify the Conditions of Carriage, regulations, fares, charges and any other provisions applicable to Xiamen Airlines.