

# **General Conditions of Carriage**

For International Passengers and  
Baggage

2025-01-20



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**ARTICLE 1 DEFINITION**

1. "EASTAR JET" means Eastar Jet Co., Ltd.
2. "PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier..
3. "CARRIAGE", which is equivalent to transportation, means carriage of passengers and/or baggage by air, gratuitously or for reward.
4. "GRATUITOUS CARRIAGE" means air carriage of passengers or baggage designated by an airline that are transported or to be transported at no cost, without paying passenger's fare applicable to the general air transport.
5. "CARRIER" means an air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passengers and/or his/her baggage thereunder, or perform or undertake to perform other services related to such air carriage.
6. "CONVENTION" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereafter called the "Warsaw Convention") or that Convention as amended at The Hague, September 28, 1955 (hereafter called the "Warsaw Convention as amended at The Hague, 1955"), or Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on MAY 28, 1999 (hereafter called the "Montreal Convention") whichever may be applicable.
7. "INTERNATIONAL CARRIAGE" (Except when the Convention is applicable stipulated in the previous clause) means any carriage which is not international carriage as defined either by the Warsaw Convention or the Warsaw Convention as amended at The Hague, 1955 or by the Montreal Convention, but in which, according to the agreement made by the parties, the place of departure and the place of landing are situated in more than one country. As used therein, the term "country" that is equivalent to "state" includes all territory subject to its sovereignty, suzerainty, mandate, trusteeship or authority.
8. "TARIFFS" means Eastar Jet's fares, rates, and charges for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.
9. "CONDITIONS OF CONTRACT" means those clauses contained in or delivered with your Ticket, identified as such and which incorporate by reference these Conditions of Carriage and notices.
10. "TICKET" means the electronic record recorded in the database of the airline or the printed documents, issued by Eastar Jet or a travel agent on behalf of Eastar Jet for the carriage of passengers on international routes of Eastar Jet in accordance with these Conditions of Contract, and Ticket includes flight routes, passenger charge and Conditions of Contract, and notices contained in it.
11. "FORCE MAJEURE" means unusual and unforeseeable circumstances beyond Passenger's control, the consequences of which could not have been avoided or will not be avoided even if all due care had been exercised. (However, Force Majeure excludes traffic circumstances or cancellations of flights).
12. "REGULAR FARE" means the full fare established for a normal, regular or usual service.
13. "SPECIAL FARE" means a fare other than a Regular Fare.
14. "DAY" means calendar days, including Sunday and legal holidays; provided that for the purpose of notification, the day upon which the notice is dispatched shall not be counted; and that for the purpose of determining duration of validity, the balance the day upon which the ticket is issued, or flight commenced shall not be counted.
15. "STOPOVER" which is a synonym of the stop of travel, means that a passenger stops the trip intentionally in the point between starting point and destination under Carrier's prior consent.
16. "DESTINATION" means the ultimate stopping place according to the contract of carriage.17. CHECK-IN

means the progress consisting of seat assignment, issuance of boarding pass, baggage acceptance, etc, that is performed by the airline to make passengers ready to board flights.

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18. "CHECK-IN DEADLINE" means the time limit specified by the airline by which passengers must have completed check-in formalities and received boarding pass.

19. "CHILD" means, before the commencement of the respective travel, a person of 2 years of international age or above but under 12 years of international age.

20. "INFANT" means, before the commencement of the respective travel, a person under 2 years of international age.

21. "BAGGAGE" means such articles, effects and other personal property of a passenger as are necessary for wearing, use, comfort, or convenience in connection with his/her trip. Unless otherwise specified, Baggage includes both checked and unchecked (Carry-on) baggage of the passenger.

22. "CHECKED BAGGAGE" means baggage loaded on the aircraft for carriage of which carrier takes custody and for which carrier has issued a baggage claim tag.

23. "UNCHECKED BAGGAGE", which is equivalent to hand luggage, means baggage that is allowed to be carried on the aircraft.

24. "BAGGAGE TAG FOR CHECKED BAGGAGE" means a document issued by carrier for identification and carriage of the checked baggage.

25. "ROUND TRIP", which is equivalent to a return journey, means travel from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same. Travelling, from one point to another and return by different air route from which was used for inbound, also is defined as round trip as long as outbound and inbound are under the same fare. 26. "CONJUNCTION TICKET" means two or more tickets concurrently issued to a passenger and which constitute a single contract of carriage.

26. "OPEN-JAW TRIP" means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.

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

28. "INDIRECT DAMAGE" means passenger's costs or other costs supported by evidence arising out of or in connection with loss, damage, and delayed delivery of baggage.

29. "SDR" means a Special Drawing Right as defined by the International Monetary Fund.

## **ARTICLE 2 APPLICATION OF CONDITIONS**

### **1. General**

Nothing in these Conditions of Carriage and other applicable Tariffs modifies or waves any provision of the Convention.

### **2. Applicability**

To the extent not in conflict with the Convention and except as excluded by Eastar Jetar Jet in relation to

Carriage wholly on its own domestic services, these Conditions of Carriage shall apply to all Carriage of Passengers and Baggage including all services incidental thereto, performed by Eastar Jet at fares, rates, and charges published in connection with these Conditions of Carriage.

### 3. Gratuitous Carriage

With respect Gratuitous Carriage, Eastar Jet reserves the right to exclude the application of all or any part of these Conditions of Carriage, provided that any such exclusion shall be consistent with all applicable laws, government regulations, and orders (including the Convention).

### 4. Charter Agreement

Carriage of Passengers and Baggage performed pursuant to a charter agreement with Eastar Jet shall be preferably subject to such charter agreement, and any others not specifically provided in the charter agreement shall be subject to these Conditions of Carriage. The Passenger, by accepting Carriage pursuant to a charter agreement and a Carriage is performed thereunder, shall be regarded as having agreed to said agreement and these Conditions of Carriage, whether or not he/she has concluded the charter agreement with Eastar Jet.

### 5. Effectiveness

All Carriage of Passengers and/or Baggage shall be subject to these Conditions of Carriage and other applicable Tariffs in effect on the date of reservation of the Ticket.

### 6. Amendment without Notice

These Conditions of Carriage and rules and regulations established thereunder may be amended without notice if it is inevitably required to do so as otherwise specified under the law, relevant acts, government, order, or service improvement. However, amendment after commencement of a journey shall not be applicable to the carriage agreement concerned and such amendment shall be notified in advanced through posting on homepage or others methods.

### 7. Code Share

1) On some services, Eastar Jet has arrangements with other carriers known as “Code Shares”. This means that even if Passengers have a reservation with Eastar Jet and hold a Ticket where Eastar Jet’s name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangement is applied, Eastar Jet will advise Passengers of the Carrier operating the aircraft.

2) For the Carriage of Passenger and/or Baggage through Code Share, these Conditions of Carriage will be applied.

3) However, notwithstanding with the foregoing section, Eastar Jet Code Share partner may apply its Conditions of Carriage as an actual operating airline for the following cases:

- a. Check-in time limits and procedures;
- b. Carriage of Passenger with special needs;
- c. Free Baggage allowance and excess Baggage charge;
- d. Special Baggage, Carriage of animals and its charge; and
- e. Provision of catering service and its categories;

## ARTICLE 3 TICKET

### 1. General Terms

Ticket shall not be issued and Eastar Jet shall not transport the Passenger in any case until the Passenger has paid the applicable fare or has complied with the credit arrangement established by Eastar Jet.

## 2. Ticket Validity for Carriage and its Expiry

- 1) Ticket shall be valid for the Carriage from the airport of departure to the airport of arrival via the route indicated in the Ticket and for the Carriage with regards to the booking class. And shall be valid within the period specified in '2)' below.
- 2) Except as otherwise specified in the ticket, the ticket of which total portion is not used shall be valid one year from the date of issuance and it shall be valid one year from the first starting date when the trip is started. The booking class on the Ticket and the booking class in the Passenger Name Record (PNR) must conform. In case the above mentioned booking class differs, the boarding of the Passenger concerned may be rejected and the boarding may be permitted once the difference in amount stated is settled.

## 3. Extension of Ticket Validity

- 1). The validity of Tickets shall be extended by Eastar Jet without additional collection of fare in the following cases. (But, booking change fee may be charged according to a case based on fare conditions).
  - a. For no longer than 30 days beyond the original limit, when Eastar Jet:
    - (1) cancels or postpones the flight during the period of validity;
    - (2) omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
    - (3) fails to operate a flight reasonably according to schedule;
    - (4) causes the passenger to miss a connection (The differences of fare or endorsement charges for other connection flight shall not be paid.);
    - (5) substitutes a different class of services; or
    - (6) is unable to provide previously confirmed spaces.
  - 2) Unless otherwise provided in the applicable Tariffs, when a Passenger is prevented from traveling within the period of validity of his Ticket due to illnesses other than pregnancy, Eastar Jet shall extend the period of validity of such Passenger's Ticket to the date when he/she becomes fit to travel according to a medical certificate, or until the first service of the class of Eastar Jet, for which the fare has been paid, on which a seat is available after the point where the journey is resumed or from the last connecting point. Even if a Passenger provides a medical certificate, he/she shall need to pay the differences of fare.
  - 3) When a Passenger passes away en route, the validity of the Tickets of the accompanying immediate family or other persons accompanying the Passenger may be extended by not more than 45 days after the date of death.
  - 4) When a ticket is sold at a special fare containing minimum-stay requirements, the minimum-stay requirement will be waived on presentation of a death certificate or a copy thereof for passengers who are:
    - a. members of the immediate family of a passenger who dies en route, or
    - b. other persons actually accompanying a passenger who dies en route.

## 4. Non-transferability

- 1) A Ticket shall be valid for the named person only and non-transferable.
- 2) Eastar Jet shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, Eastar Jet will not be liable for death or injury of such unauthorized person or for the loss, destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use

**ARTICLE 4 STOPOVER**

Unless prohibited due to government request, the restriction, prohibition or additional Stopover charges stipulated in the airline Tariff shall be applicable and shall be indicated in the Ticket based on agreement with the Carrier in advance.

**ARTICLE 5 FARES AND CHARGES****1. Applicable Fares and Charges**

- 1) Unless otherwise agreed in this General Conditions of Carriage or an applicable Tariff, the applicable fare and Tariff, which are for the journey dated and specified on the Ticket, are considered as legally notified by Eastar Jet and effective at the time of booking
- 2) Other than those specified separately in the applicable Tariff, charge applies both ways and shall be applied to the notified route with regards to the charges.
- 3) In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with fares and charges in effect on date on which the change is made and is reflected on the Ticket.
- 4) Except as otherwise provided in the applicable Tariff, the direct fares published in the Tariff take precedence over any combination of intermediate fares applicable to the same class of service between the same points
- 5) Except as otherwise provided in the applicable Tariff, the fares published in the Tariff entitle the Passenger to occupy one seat of the applicable class.

**2. Calculation of Unpublished Fares**

When the fare between any two points is not specially published, such fare shall be computed as provided in the applicable Tariff.

**3. Payment of Fares and Charges**

Subject to the currency exchange laws, government regulations, and acceptability to Eastar Jet, the payment of fares and charges may be made in a currency other than the currency in which the fares or charges is published.

**1) Applicable Exchange Rate**

The rate of exchange established by Eastar Jet shall be used to convert the published fare or charge into the selling currency unless otherwise provided in the applicable Tariff.

**2) Payments in Currency Other than Korean Won**

Except as otherwise provided by the laws, orders, requirements, and/or regulations of the government, the exchange rate for the conversion of the published fare and/or charges into another currency amount shall be the customer buying rate of bank on Monday. The rate shall be used from Tuesday of that week to Monday of the following week.

- a. The rate for Friday of the previous week shall be used from Tuesday of that week to Monday of the following week if that Monday is a bank holiday.
- b. In case of the refund in Korea of fare and ticket paid in foreign currency, valid customer buying rate of bank on the day such refund is made shall be applied .
- c. In case of collection of any additional charges for reissuance of Ticket, valid customer rate of bank on the day such reissuance is made shall be applied only to additional charge

3) For the purpose of this article, "Customer rate" stated above means customer rate of bank on Monday and shall be used form Tuesday of the corresponding week to Monday of the following week

## ARTICLE 6 RESERVATIONS

### 1. General Terms

Ticket shall be valid when the flight with reserved seat and relevant booking records conform to the airline's booking system. Passenger holding an unused open-date Ticket or coupon, or who wished to change ticketed reservation to another reservation, shall not be entitled to any preferential rights in regards to obtaining reservations.

### 2. Conditions of Reservations

- 1) A reservation of a seat with regards to a specific flight shall be valid when the payment is completed and the record of confirmed reservation is reflected within the reservation system of Eastar Jet. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by Eastar Jet, Eastar Jet will cancel the reservations at any time without notice.
- 2) A pre-allocated seat may be subject to change without prior notice for unavoidable reasons such as flight cancellation and delay. Eastar jet shall not guarantee the allocation of specific seats on the aircraft. .

### 3. Reconfirmation of Reservations

- 1) The reservations of Open-jaw Trip Tickets or round trip Tickets may be subject to the requirement to reconfirm the reservation within a specified time limit. Eastar Jet will advise Passengers when Eastar Jet requires reconfirmation, as well as how and where this reconfirmation should be done. If a Passenger is required to reconfirm yet fails to do so, Eastar Jet may cancel his/her reservations of Open-jaw Tickets or round trip Tickets. If a Passenger, however, informs Eastar Jet that he/she still wishes to travel and there is a seat on the flight, then Eastar Jet shall reinstate his/her reservation and transport him/her. If there are no seats on the flight, then Eastar Jet shall make a reasonable effort to transport a Passengers to his/her next or final destination.
- 2) Passengers should check the reconfirmation requirements of any other Carriers involved in his/her journey with them. When it is required, Passengers should reconfirm with the Carrier whose code appears for the flight on the Ticket.

### 4. Communication Charges

The passenger will be charged for any communication charge paid or incurred by Eastar Jet for telephone, telegraph, radio or cable arising from a special request of the passenger concerning a reservation.

### 5. Cancellation of Reservations

In case of no-show without prior notification with regards to a confirmed reservation of a flight that a Passenger has made, Eastar Jet may cancel the reservation of the passenger's one-way or return or continuous flight. In addition, even if the Passenger notifies the cancellation in advance, Eastar Jet may cancel the reservation of the continuous flight.

### 6 Reservation Cancellation by Passenger and No-Show Penalty

- 1) A passenger who wishes to cancel his or her confirmed seat must notify Eastar jet or its authorized agent of the cancellation by the check-in deadline time of the flight.
- 2) When a passenger does not notify the Eastar jet of cancellation by the check-in deadline time and fails to use his or her confirmed space, or fails to board the flight after check-in, Eastar jet will collect a no-show penalty as separately stipulated by Eastar jet

### 7. Personal Information

A Passenger or his/her agent should furnish Eastar Jet with the Passenger's required personal information (name,

telephone number, address, credit card number, etc.) for requesting a flight reservation or any other services that may or may not be provided through Eastar Jet. Eastar Jet may share the Passenger's personal information with any of its own offices/branches, its agents, other carriers, other affiliated companies, and the providers of services to provide the requested services or products. The Passenger's personal information may also be provided to the related government authorities or other agencies to comply with all laws, regulations, orders, and demands of countries to be flown from, to, or over.

## **ARTICLE 7 CHECK-IN & BOARDING**

### **1. Check-In (Seat allocation and check-in Baggage)**

- 1) Passenger has to complete the seat allocation and Baggage check-in in sufficient time no later than the time designated by Eastar Jet so that the necessary procedure (security check, immigration inspection and others) can be completed before the departure of the flight.
- 2) The designated time may differ depending on the airport circumstance per airport and Passenger must be aware of the said time and be on time.
- 3) In case the Passenger does not complete the allocation of seat and Baggage check-in within the designated time, Eastar Jet has the right to cancel the reservation of the Passenger concerned without notification. The boarding time of Eastar Jet is indicated in the website and can be checked with Eastar Jet or representative.

### **2. Boarding**

- 1) Passengers must be present at the boarding gate no later than the time designated by Eastar Jet.
- 2) In case the Passenger is unable to arrive at the boarding gate before the designated time, Eastar Jet can reject the Carriage of the Passenger concerned and cancel the designated seat or seat of return trip.

### **3. Liability**

Eastar Jet shall not be liable to Passengers for any loss or expenses incurred from their failure to comply with the provisions of this article.

## **ARTICLE 8 REFUSAL AND LIMITATION OF CARRIAGE, ETC**

### **1. Rights to Refuse Carriage**

1) Eastar Jet may refuse to carry Passenger or his/her Baggage within reasonable exercise of its discretion if it has notified the Passenger in writing that it would not at any time after the date of such notice carry this Passenger on its flights.

2) Eastar Jet will refuse carriage or deplane en route Passenger and his or her baggage, if one or more of the following have occurred or it reasonably believes may occur:

- a. The Passenger has failed to follow the instructions or requirements by the relevant government authority or Eastar Jet with respect to safety or security;
- b. Such refusal or disembarking is necessary to comply with any applicable government laws, regulations, or orders;
- c. The Carriage of Passenger or Baggage may endanger or affect the safety, health, or comfort of other Passengers or crew;
- d. The mental or physical state of the Passenger, including impairment from alcohol or drugs, presents a hazard or risk to himself, other Passengers, crew, or property;
- e. The Passenger has committed misconduct such as obstructing safe operation or causing discomfort or inconvenience to other passengers on a previous flight, and there is a possibility that such misconduct may be repeated;
- f. The Passenger has refused to show his/her identification upon request by Eastar Jet or its designated agent to confirm that he/she is the person named on the ticket, or he/she fails to identify by him/herself;
- g. The Passenger has refused to submit to a security check for his or her person or property;

h. The Passenger seeks to enter a country through which he may be in transit or for which he does not have valid travel document, has destroyed, altered, or counterfeited documentation, or has refused to provide travel documents to be held by Eastar Jet in exchange for a receipt;

i. The Passenger presents a Ticket that has been unlawfully acquired, has been purchased from an entity other than Eastar Jet or its authorized agent, has been reported as being lost or stolen, or is counterfeit;

j. A person engages in threatening act, aggressive act or insults during check-in or boarding, creating concerns for endangering the safety of other passengers and the safe operation of the aircraft.

3) In case the allowable cabin load drops inevitably due to causes beyond the control unforeseeable by the airline in advance, the airline may designate minimum Passengers or goods to satisfy the revised allowable cabin load the Passengers subject to boarding postponement shall be designated in the order of unnecessary airline employee, Passengers with unconfirmed reservation and Passengers with confirmed reservation. However, in such a case, vulnerable users of transportation such as Passengers accompanied by infant, disabled and pregnant women shall not be designated.

4) In case the allowable cabin load is insufficient due to excessive sales and the negligence of the airline, the airline may voluntarily encourage Passengers to postpone boarding. Despite the efforts made by the airline to minimize non-voluntary postponement of boarding, in case non-voluntary postponement of boarding has occurred as there are Passengers willing to postpone boarding, the Passengers subject to boarding postponement shall be designated in the order of unnecessary airline employee, Passengers with unconfirmed reservation and Passengers with confirmed reservation. However, in such a case, vulnerable users of transportation such as Passengers accompanied by infant, disabled and pregnant women shall not be designated. Passengers whose boarding has been postponed non-voluntarily shall be compensated pursuant to the applicable regulations and international treaties.

5) Eastar Jet will make refund for the unused portion(s) of ticket in accordance with the provisions in Article 13.3. herein, for the passenger who is refused carriage or disembarked en route for one of the reasons in subparagraphs “1)” through “4)” above.

## 2. Conditional Acceptance of Carriage

1) Eastar Jet shall carry, subject to the applicable Tariffs and the related regulations, Passengers whose status, age, or mental or physical condition may involve any hazard or risk to himself/herself on the condition that it shall not be liable for any injury, illness, disability, any aggravation, or consequences (including death) caused by such status, age, or mental or physical condition

2) Incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance, shall notify Eastar Jet in advance and Eastar Jet shall try its best to assist such passengers. However, due to any applicable laws, regulations or orders, aircraft facilities, and, etc, carriage of such passengers may be limited.

3) The passenger with disabilities who has advised Eastar Jet of the disability and been accepted by Eastar Jet, shall not subsequently be refused carriage on the basis of such disability or special requirement.

## 3. Code of Conduct in Cabin

1) If Passenger is involved in any of the following on board, then Eastar Jet may take such measures as it deems necessary to prevent the continuation of such conduct, including restraint. Such Passengers may be disembarked and refused onward Carriage at any point, and may be prosecuted for offences committed while onboard the aircraft.

a. Commotion such as verbal abuse, loud singing and others

b. In case of rejecting the cabin crew's legitimate instruction or demand with regards to all actions on board (including but not restricted to smoking, drinking, drug use and commotion)

c. Act inducing sexual humiliation

d. Act of attempting to enter the cockpit without the captain's approval

e. Act of hindering the work of the cabin crew through deception or force

f. Act of causing danger to the aircraft, Passengers on board or the asset on board

g. In case of causing anxiety, discomfort, damage or injury in other Passengers or cabin crew

h. Act of using electronic devices by violating the [Aviation Act] Article 61 Clause 2

i. In case the cabin crew determines an act to hinder the safe operation of the aircraft equivalent to such

2) The Passenger shall be liable for any Damages or loss incurred as results of any of the conduct described in Clause 1) above

#### 4. Electronic Devices

For safety reasons, Eastar Jet may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular phones, portable televisions, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices including radio controlled toys and walkie-talkies.

#### 5. Unauthorized Passage

If a passenger has invalid flight ticket, fake ticket, lost ticket or a ticket of someone else, it is regarded as illegal act. (According to the Aviation Security Act(korea), imprisonment of up to 10 years or a fine of up to 30 million won or Application of applicable country laws)

### **ARTICLE 9 BAGGAGE**

#### 1. General Terms

Carriage of Baggage shall be pursuant to the Conditions of Carriage valid at the day of the commencement of travel indicated in the Ticket and other applicable Tariffs. However, in case there is a separate regulation of the country concerned, the regulation of the country concerned shall prevail

#### 2. Checked Baggage

- 1) These Conditions of Carriage do not entitle Passengers to have their baggage checked on journeys for which Eastar Jet does not offer facilities for checking of Baggage.
- 2) In case Eastar Jet receives the Checked Baggage, the number of Checked Baggage and weight shall be reflected in the reservation of the customer concerned in the computer system (which means issuing a receipt for Checked Baggage); In addition, Eastar Jet will issue a Tag for each piece of Checked Baggage.
- 3) All Checked Baggage must be properly packed in a suitcase or similar container to ensure safe Carriage with ordinary care in handling. Fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, samples, or business documents could not be in Checked Baggage or shall not be accepted as Checked Baggage.
- 4) In case Passenger requests for checking of Baggage after the permitted time for Baggage check-in, Eastar Jet may reject it.
- 5) Eastar Jet reserves the right to refuse the loading or transport of any baggage in which its owner is not the name listed on the ticket or boarding pass or that is consigned to passenger by 3rd party,.
- 6) Eastar Jet shall not be liable for all Damages arising from the consignment of the Baggage of others and reserves the right to claim all losses and expenses resulting from said baggage. 7) Checked-in baggage will be carried in the same aircraft as the passenger unless such carriage is impracticable due to safety, security, space, or other reasons, in which event Eastar Jet will move the baggage on the next preceding or subsequent flight on which space is available.

#### 3. Inspection of Baggage

Eastar Jet may inspect the content of the Baggage under the presence of the Passenger if necessary due to safety and security reasons and the exercise of such right shall not be deemed as an intention or agreement that Eastar Jet would carry the contents that have been rejected for Carriage in accordance with this Conditions of Carriage and all regulations.

#### 4. Delivery of Baggage

- 1) The Checked Baggage shall be delivered to the person with the Baggage tag concerned immediately once the baggage tag issued by the airline is returned to Eastar Jet in accordance with the Carriage agreement. Eastar Jet shall not be obliged to check whether the person with the baggage tag is the right holder for receiving the Baggage and shall not be responsible in any way whatsoever with regards to the loss damage or expenses arising directly or indirectly from not checking it.
- 2) If the provisions of Subparagraph 1) above are not complied with by a person claiming the baggage,

Eastar Jet will deliver the baggage only on condition that such person established to Eastar Jet's satisfaction his or her rights thereto and, if required by Eastar Jet, such person shall furnish adequate security to indemnify Eastar Jet for any loss, damage or expense which may be incurred by Eastar Jet as a result of such delivery.

- 3) In case the person with the baggage tag makes a request, the Checked Baggage may be delivered at the departing place or stop-over place under the same conditions as stipulated in Subparagraph 1) above as long as it is permitted without violating the regulation of the government. In such a case, Eastar Jet shall not be responsible for refund of charge paid for the Carriage of the Baggage concerned.
- 4) Acceptance of baggage by the bearer of the baggage claim tag without written complaint at the time of delivery is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage..

## 5. Restricted Items

If, in the opinion of Eastar Jet, the weight, size or character of baggage renders it unsuitable for carriage on the aircraft, Eastar Jet, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof. .

- 1) Hazardous items stipulated in ICAO (International Civil Aviation Organization) and IATA (International Air Transport Association)
- 2) Items that may cause danger to the aircraft or life and property
- 3) Prohibited goods in accordance with the regulations and orders of the country of departure, stopover, arrival
- 4) Items with concern for Damage during Carriage or packaged inappropriately
- 5) Restricted items in accordance with the regulation on safety
- 6) Live animals  
Live animals are only allowed for transport if they are assistance dogs for disabled passengers or pre-approved pets accompanying passengers.
- 7) Wheelchair used by the disabled personal shall be carried as Checked Baggage. (However, the Carriage of electric wheelchair shall be determined pursuant to the regulation of IATA's hazardous goods depending on the battery type.)
- 8) Restricted items for Checked Baggage (High-end personal electronic products such as laptop, computer, mobile phone, camcorder, camera, MP3 and others, money, jewelry, sample, document, easily damaged goods, perishable goods and others.) (As for lithium battery, Carriage is permitted in small quantity acknowledged to be for purpose of personal use of guest during the journey in accordance with the IATA's regulation on hazardous goods.)

Eastar Jet shall not be responsible in any way whatsoever with regards to Damage, loss or delay in delivery that occurs during Carriage with regards to the abovementioned items.

## 6. Free Baggage Allowance for Passenger

Free checked Baggage and unchecked Baggage allowance shall be subject to General Conditions of Carriage For International Passengers and Baggage of Eastar Jet. Without prior agreement between Passenger and Eastar Jet, checked Baggage whose sum of three dimensions exceeds 203 centimeters or whose weight exceeds 32 kilograms may be refused carriage.

## 7. Unchecked Baggage (Carry-on Items)

- 1) Passenger may carry one (1) baggage suitable for placing in closed overhead rack or under passenger seat, with maximum three dimensions of not more than 115cm (Length 55cm, width 40cm, height 20cm), at no cost on the condition that the Passenger would fully be responsible for carrying and storage on board.
- 2) The articles listed below may be carried free of charge in the cabin by Passengers in addition to the carry-on items in the above Subparagraph 1).
  - a. An overcoat, blanket, or wrap
  - b. Books to read in cabin
  - c. Baby food for consumption in flight
  - d. A fully collapsible wheelchair, a pair of crutches, braces, prosthetic devices, and other equipment for Passengers with disabilities
- 3) Regardless of the provisions in Subparagraph 1) above, Passenger may carry on board the aircraft Baggage of such bulky or fragile nature as to require blocking out or use of a seat or seats, subject to a maximum weight of 75 kgs (165 pounds) per seat; provided that the weight of such baggage so carried

shall not be included on determining the passenger's free Baggage allowance nor his or her excess baggage charges. The applicable charge for such Baggage carried per seat will be the regular fare that would have been charged to an adult passenger occupying the seat for the applicable journey at the time of booking the additional seat.

- 4) Baggage violating Subparagraph 1 or exceeding the allowance of Unchecked Baggage shall be carried as Checked Baggage(Gate Bag) and charged per bag by excess baggage charge policy of Eastar Jet.
- 5) Transport of Specific Animals  
Guide dogs for the visually impaired or assistance dogs for the hearing impaired will be transported free of charge under the following conditions, regardless of the passenger's free baggage allowance.
  - a. The passenger must accompany the animal, and the animal must not occupy a separate seat.
  - b. The animal must not cause discomfort to other passengers or hinder safe travel.
  - c. The airline is not liable for any damage, such as illness, injury, or death of the animal during transport, unless the damage is due to the airline's intentional misconduct or negligence
  - d. Any damage caused to other passengers or property by the animal during transport must be fully compensated by the passenger
  - e. It is the passenger's responsibility to handle quarantine, customs, and immigration procedures at the departure and arrival countries. Assistance dogs for disabled passengers must have a service dog label attached and must wear a harness or leash
- 6) Pets Accompanying Passengers
  - a. Dogs and cats are only available
  - b. Passengers must apply for the transportation of pets in advance when making a reservation according to the regulations and procedures set by EastarJet
  - c. Passengers are responsible for handling quarantine, customs, and immigration procedures at the departure and arrival countries, and must have the necessary legal documents required for transporting pets as per the regulations of each country. Any fines or costs incurred during this process must be paid by the passenger
  - d. The pet must accompany the passenger and must not occupy a separate seat. The pet must be contained in a separate carrier to avoid causing discomfort to other passengers or hindering safe travel
  - e. The airline is not liable for any damage, such as illness, injury, or death of the animal during transport, unless the damage is due to the airline's intentional misconduct or negligence
  - f. Any damage caused to other passengers or property by the animal during transport must be fully compensated by the passenger
  - g. Regardless of the passenger's free baggage allowance, a separate fee will be charged for the total weight of the pet and its carrier transported under this clause
  - h. Passengers requesting the transportation of pets must notify the airline of their requirements for transportation. If such requirements are not notified in advance, transportation may be refused

## 8. Excess Baggage Charges

- 1) Other than specified in the applicable Tariff, with regards to Baggage exceeding the free Baggage allowance stipulated in Paragraph 6 above, a separate charge for excessive Baggage shall be imposed in accordance with the applicable Tariff valid on the day of issuing the excessive Baggage tag.
- 2) At the Passenger's option, excess Baggage charges shall be payable either at the point of origin for the entire journey via stopover points to the final destination (even though Baggage may not in some cases be checked through to the final Destination), or at the points of origin to the point of stopover. When the trip is resumed in the latter case, the charges shall be payable from the point of Stopover to the next point of the Stopover or Destination. If Passenger needs to check more Baggage in addition to excess Baggage already checked to the final Destination, Eastar Jet shall issue another excess Baggage tag and collect the increased amount from the charge already paid
- 3) In case the Passenger does not pay the charge in accordance with the payment method of credit transaction conditions stipulated by Eastar Jet, Eastar Jet shall reject the Carriage of Baggage.
- 4) In case the route of the Passenger is changed or its Carriage is cancelled, the regulation applied to the additional payment of Carriage or refund of Carriage shall equally be applicable to the payment or refund of excessive Carriage charge
- 5) Special baggage such as sports equipment is subject to a separate charge specified by Eastar Jet.

## 9. Excess Value Charges

A. Eastar Jet does not offer excess value charge service. Eastar Jet may refuse to carry the Passengers who request this service.

B. In the case of rerouting or cancellation of Carriage, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall also govern the payment or refunding of excess Baggage charges and excess value charges. But no refund of value charges will be made for the portion of Carriage completed.

## 10. Acceptance of Baggage by Eastar Jet

Except as otherwise provided in these Conditions of Carriage, Eastar Jet shall, upon presentation of a valid Ticket covering transportation over the lines of Eastar Jet or over the lines of Eastar Jet and one more other Carriers, Eastar Jet will accept Baggage tendered by the passenger for Carriage over the lines designated on the Ticket within the time prescribed by Eastar Jet. Eastar Jet, however, shall not accept Baggage in any of the following cases. 1) The Baggage is checked to be delivered to a place beyond the Destination, or is not on the route designated on such Ticket.

2) The Baggage is checked to be delivered to a place beyond the next point of Stopover.

3) The Baggage is checked to be delivered to a place beyond a point of transfer to any other Carrier with which Eastar Jet has not formed an interline baggage agreement or which has different regulations for Carriage of Baggage.

4) The Baggage is checked to be delivered to a place beyond a point which the Passenger holds no reservation.

5) The Baggage is checked to be delivered to a place beyond a point at which the Passenger is to transfer to a connecting flight, and such flight is scheduled to depart from a different airport than the one where the Passenger is scheduled to arrive.

6) The Baggage is checked to be delivered to a place beyond a point at which the Passenger desires to resume possession of such Baggage or any portion of it.

7) The Baggage is checked to be delivered to a place beyond a point which all applicable charges have not been paid.

## ARTICLE 10 Schedules, Changes and Cancellations Of Flights

### 1. Schedules

1) The times shown in the timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of Carriage. Schedules are subject to change without notice, and Eastar Jet assumes no responsibility for making connections. Eastar Jet shall not be responsible for errors or omissions in the timetables or other representations of schedules. No employee, agent, or representative of Eastar Jet is authorized to bind Eastar Jet to any statements or representations of the dates or times for departures and arrivals or of the operation of any flight.

2) Upon reservation, Eastar Jet shall notify expected schedule valid at the point of reservation to the Passenger and upon ticketing, shall indicate in the Ticket. The expected schedule may be changed even after the **Ticket is** used and in case the Passenger has provided the contact details to Eastar Jet, such changes shall be notified. However, Eastar Jet shall not be responsible with regards to Damage arising from Eastar Jet not receiving notification on the changes due to the Passenger's circumstance such as not providing a valid contact details to the airline. In the event the schedule is changed after the purchase of the Ticket and the Passenger does not accept it, and in case Eastar Jet was unable to reserve a replacement flight that the Passenger can accept, it shall be refunded in accordance with Article 11. 4.

### 2. Changes and Cancellations

1) Eastar Jet may substitute alternate Carrier or aircraft without notice.

2) Eastar Jet may without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket; While Eastar Jet shall be liable for failure or delay of flights caused as a result of carrier's wilful misconduct or negligence, as set forth in the applicable tariffs, regulations and Conditions of Carriage herein.

a. because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact; or

b. because of any fact not to be foreseen, anticipated or predicted; or

c. because of any government regulation, order, demand or requirement; or

d. because of shortage of labor, fuel or facilities, or labor difficulties of Eastar Jet or others.

3) Eastar Jet may cancel the right or further right of carriage of the passenger and his or her baggage upon refusal of the passenger, after demand by Eastar Jet, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid, if any..

### 3. Revision in Routings, and Failure to Provide Connections

1) In the event Eastar Jet cancels a flight, fail to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stopover, is unable to provide previously confirmed space, or the passenger is refused carriage or removed in accordance with Article 8. 1. Eastar Jet will either;

a. carry the passenger in another flight of Eastar Jet on which space is available,

b. endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting,

c. reroute the passenger to the destination or point of stopover shown on the ticket or applicable portion thereof by its own or other transportation services;

or

d. make involuntary refund in accordance with Article 11. 4.

2) In the event Passenger misses an onward connecting flight of Eastar Jet on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and Eastar Jet shall not be liable for such missed connection.

3) An involuntarily rerouted Passenger shall be entitled to retain the free Baggage allowance applicable to the class of service originally paid for.

## ARTICLE 11 REFUNDS

### 1. General Terms

Refunds by Eastar Jet for an unused Ticket or portion shall be made in accordance with the following conditions.

1) Eastar Jet may refuse a refund when the application for refund is made more than 30 days after the departure date.

2) Except as provided below, refunds will be made to the person named as the passenger on the Ticket.

a. Refund of Tickets shall be made to a credit card account of the person to whom such credit card has been issued.

b. If the purchaser designates the person whom to refund at the time of purchase, then refund shall be made to

the designated person. Except this, refund shall only be made to the purchaser or the Passenger.

3) Refunds made in accordance to the person representing himself as the person, company, or travel agent named or designated in the document presented for refund shall be a valid refund. Eastar Jet shall not be liable for another refund to a rightful person once the refund has been made.

4) Eastar Jet may refuse refund on a ticket which has been presented to government officials of a country or to Eastar Jet as evidence of intention to depart therefrom unless the passenger establishes to Eastar Jet's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.

## 2. Currency

All refund shall be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds shall be made in the currency in which the fare was paid, the legal currency of Korea, the currency of the country where the refund is made, or in the currency of the country in which the Ticket was purchased, in an amount equivalent to the amount due in the currency in which the fares were originally collected. However, when requested to refund in Korea, the refund shall be basically made in Korean Won, the legal currency of Korea.

## 3. Voluntary Refund

1) "Voluntary Refund" stated in this clause means the refund of Ticket other than "Involuntary Refund" as specified in Paragraph 4 below

2) The amount of a voluntary refund shall be as follows. When no portion of the trip has been made, the amount of refund shall be the amount of fare paid minus any applicable service charges or cancellation fees.

b. When a portion of the trip has been made, the amount of refund shall be the difference between the full amount of fare paid and the amount of fare and charges applied for the finished leg of journey. Any applicable service charges or cancellation fees shall be deducted from this amount of refund.

3) When the refunding of any portion of Ticket would result in such Ticket having been used between points where Carriage of traffic is prohibited to Eastar Jet, any such refund will be determined in accordance with Subparagraph 2). 2. above as if such Ticket had been used to a point beyond, to which carriage of traffic is not prohibited.

## 4. Involuntary Refund

1) For the purpose of this article, the term "Involuntary Refund" means any refund made because the Passenger is prevented from using the Carriage provided in his Ticket because of flight cancellation, inability of Eastar Jet to provide the previously confirmed seat, substitution of a different type of equipment or class of service by Eastar Jet, missed connections, postponement or delay of flight, omission of scheduled stop, or refusal to carry under the conditions prescribed in Article 8. 1.

2) The amount of refund for causes attributable to Eastar Jet shall be calculated as follows.

a. When no portion of the trip has been made, the amount of refund shall be the amount of fare paid.

b. When a portion of the trip has been made, the refund amount shall be the amount computed according to one of the following.

(1) An amount equal to the one-way fare (or on round trip or circuit trip Tickets, one-half of the round trip fare) and charges applicable to the unused transportation from the point of termination to the Destination or Stopover point named on the Ticket or to the point at which transportation is to be resumed. If any discounts were applied in the original fare, then these discounts are also applied in the refund.

(2) The difference between the amount of fare paid and the amount of fare used for the transportation.

**ARTICLE 12 GROUND TRANSPORTATION SERVICES**

Except as otherwise specified in applicable Tariffs, Eastar Jet does not maintain, operate, or provide ground transfer service within airports or between airport and downtown. Except where ground transfer service is directly operated by Eastar Jet, it is agreed that any such service is performed by independent operators who are not and shall not be deemed to be agents or employees of Eastar Jet. Anything done by an employee, agent, or representative of Eastar Jet in assisting the Passenger to make arrangements for such ground transfer service shall in no way make Eastar Jet liable for the acts or omissions of these independent operators. In cases where Eastar Jet maintains and operates such ground transfer services for Passengers, the terms, conditions, rules and regulations of Eastar Jet, including (but without limitation) those stated or referred to in their Tickets, baggage checks, and baggage valuation agreements shall be deemed applicable to these ground transfer services. No portion of the fare shall be refundable if ground transfer services are not used.

**ARTICLE 13 TAXES, FEES, CHARGES, ETC.**

Applicable taxes, fees, and charges imposed by government or by the operator of an airport collectible from Passenger shall be charged in addition to the published fares and charges. The service charges, fees, and other collectible charges due to changes in any circumstances imposed by Eastar Jet will be also collected in addition to the published fares and charges. If a new tax, fee, or charge is imposed after ticket issuance, then Passengers will be obliged to pay it.

**ARTICLE 14 ADMINISTRATIVE FORMALITIES****1. Compliance of Regulations**

The Passenger has to comply with the acts of the country of departure, Stopover or Destination, regulations, orders, requirements, travel conditions and regulations and instructions of Eastar Jet. Eastar Jet shall not be responsible with regards to the advice or guidance provided verbally or in writing to the Passenger by the employee or agent of Eastar Jet in relation to the acquisition of required documents informed verbally, in writing or other methods or in relation to the compliance of the concerned acts, regulations, orders, requirements or instructions. In addition, Eastar Jet shall not be responsible in any way whatsoever with regards to the result occurred in the Passenger from non-acquisition of documents concerned or non-compliance with the concerned acts, regulations, orders, requirements, conditions or instructions.

**2. Passports and Visas**

1) The passenger must present all exit, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Eastar Jet will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents are not complete. Eastar Jet is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to Eastar Jet because of passenger's failure to comply with this provision, the passenger shall indemnify Eastar Jet therefor.

2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Eastar Jet, on government order, is required to return Passenger to his or her point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. Eastar Jet will apply to the payment of such fares any funds paid by the passenger to Eastar Jet for unused carriage, or any funds of the passenger in the possession of Eastar Jet. The fare collected for carriage to the point of refusal or deportation will not be refunded by Eastar Jet.

### 3. Customs Inspection

If required, the passenger must attend inspection of his or her baggage, checked-in or unchecked-in, by customs or other government officials. Easter Jet accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to Easter Jet because of the passenger's failure to observe this condition, the passenger shall indemnify Easter Jet therefor.

### 4. Government Regulations

Easter Jet cannot be held liable if it in good faith reasonably determines that what it understands to be applicable law, government regulation, demand, order, or requirement results in Easter Jet refusing to carry Passenger.

## ARTICLE 15 LIABILITY OF CARRIERS

### 1. Successive (Connective) Carriers

Carriage to be performed under one Ticket or under a Ticket and any conjunction Ticket issued in connection with several successive Carriers is regarded as a single operation.

In such a case, the liability with regards to Damage that has occurred in relation to the journey of the Passenger in each sector shall be determined in accordance with the Conditions of Carriage of the relevant sector's Carrier and shall not be liable with regards to the sector operated by other Carriers.

### 2. Applicable Laws

1) As for International Carriage in this Conditions of Carriage, the regulations related to the responsibilities and restrictions stipulated in the Warsaw Convention or Warsaw Convention as amended at the Hague, 1955 or Montreal Convention.

2) To the extent not in conflict with the provisions of Subparagraph 1) above, all Carriage and other services performed by Easter Jet are subject to the following.

a. applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements.

b. these Conditions of Carriage and applicable tariffs, regulations and time tables (but not the times of departure and arrival therein specified), which may be inspected at any of its offices and in any airport from which it operates regular services. 3) Carrier's name may be abbreviated in the ticket and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the Convention, the agreed stopping places are those places, except the place of departure and the place of destination, set forth in the ticket and any conjunction ticket issued therewith or shown in carrier's timetables as scheduled stopping places on the passenger's route. A list giving the full name, and its abbreviation of each carrier is set forth in applicable tariffs.

### 3. Limitation of Liability and Reservation of Rights of Recourse

Easter Jet is subject to the following, unless otherwise specified by the Convention or other applicable laws...

#### 1) General terms

a. Easter Jet is not liable for any death, injury, delay, loss or claim of whatsoever nature (hereinafter in this Conditions of Carriage collectively referred to as "damage") arising out of or in connection with carriage or

other services performed by Easter Jet incidental thereto, unless such damage is proved to have been caused by the

negligence or willful fault of Easter Jet and there has been no contributory negligence of the passenger.

b. Easter Jet is not liable for any Damage directly and indirectly arising out of compliance with the laws or with government regulations, orders, or requirements, or from failure of the Passenger to comply with same, or out of any cause beyond Easter Jet's control

c. Easter Jet shall not bear responsibility in any case for any indirect damage, special damage or exemplary damage occurring from transportation conducted based on this Conditions of Carriage or applicable tariffs..

d. Any exclusion or limitation of liability of Easter Jet under these Conditions of Carriage and applicable Tariffs shall apply to Easter Jet's agents, employees, and representatives acting within the scope of their employment and also to any person whose aircraft is used by Easter Jet for Carriage as well as his agent, employees, and representatives acting within the scope of their employment.

### 2) Physical Damage such as Passenger's death, injury and others

Claims made by Passenger of Easter Jet or a member of their families, not by a third party or a representative, with respect to Carriage performed by Easter Jet shall be handled as follows:

a. Easter Jet shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as amended at the Hague, 1955 as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention as amended at the Hague, 1955.

b. Easter Jet shall not avail itself of any defense under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed 151,880 SDRs.

c. Except as otherwise provided in Paragraphs a. and b. hereof, Easter Jet reserves all defenses available under the Convention to any such claim. Easter Jet also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

d. Notwithstanding the regulations of Subparagraph a. and Item b. above, Easter Jet may exercise all rights as a Carrier stipulated in the convention and other acts with regards to claim for compensation for Damage filed by the person who has caused the Passenger's death, injury and other physical injuries due to causing intentional Damage, on behalf of the said person or in relation to the person.

e. The claims for Damages raised by public social insurance or similar bodies except for any such bodies of the United States (U.S. Social Agencies) shall be subject to the limit in Article 20(1) and to defenses under Article 22(1) of the Warsaw Convention as amended.

f. The sum mentioned in terms of SDR in Subparagraph b. above shall mean the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies applicable on the date of final judgement by the court, or, in case of other than judicial proceedings, according to the exchange rate of such currencies applicable on the date when the damages to be paid is agreed upon.

### 3) Damage of Baggage

a. Easter Jet, unless Easter Jet has intentionally or by negligence, shall not be responsible for the Damage of Unchecked Baggage in any case whatsoever. Assistance rendered to the passenger by Easter Jet's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger. .

b. Any liability of Easter Jet for delay, Damage, or lost baggage is as follows.

(1) Any liability of Easter Jet except b. below is limited to 250 French Gold Francs or its equivalent (the United States equivalent is approximately USD 20) per kilogram in the case of checked-in baggage, and 5,000 French Gold Francs or its equivalent (the United States equivalent is approximately USD400) per passenger in case of unchecked-in baggage or other property. In the event of delivery to the passenger of part but not all of his or her checked-in baggage, or in the event of damage of part but not all of such baggage, the liability of Easter Jet with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the Baggage or contents thereof. (2) The liability of Easter Jet is 1,519 SDRs per Passenger for checked and hand-carry Baggage where the Montreal Convention applies to the Passenger's Journey. In the case of Unchecked Baggage, including personal items, the Carrier is liable only if the Damage results from its own fault or that of its employees or agents.

(3) When a higher value is declared in advance and additional charges are paid pursuant to the applicable Tariffs, the liability of Easter Jet shall be limited to this higher declared value. Under any circumstances, Easter Jet's liability will not exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

3) Easter Jet is not liable for Damage to Passenger's Baggage caused by the property contained in the

Passenger's Baggage. Any Passenger whose property caused Damage to another Passenger's Baggage or the property of Eastar Jet shall indemnify Eastar Jet for all losses and expenses incurred by Eastar Jet as a result thereof.

4) Easter Jet is not liable for loss, damage to, or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passenger's checked-in baggage, whether with or without the knowledge of Easter Jet

5) Easter Jet may refuse to accept any articles which do not constitute baggage as such item is defined herein, but if delivered to and received by Easter Jet, such article shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of Easter Jet.

6) When Easter Jet issues a ticket or checks baggage for carriage over the lines of another carrier, Easter Jet does so only as agent of such carrier except with respect to codeshare flights. Easter Jet shall not be liable for the death, injury or delay of Passenger or the loss, damage or delay of unchecked-in baggage, not occurring on its own line; and Easter Jet shall not be liable for the loss, damage, or delay of checked-in baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against Easter Jet, when Easter Jet is the first carrier or the last carrier under the agreement to carry.

4. Delay in schedule

The responsibility of Eastar Jet with regards to the delay of Passenger shall not exceed the limit stipulated in the Convention in any case.

4. Reasons for Claims or Actions

Any action for Damages that occurred during the Carriage of Passenger and Baggage, whether in contract, in tort, or otherwise, can only be brought subject to the conditions and limits set out in the Convention. The Convention shall not affect in determining the persons have the right to bring suit and what are their respective rights.

## ARTICLE 16 TIME LIMITATIONS ON CLAIMS AND ACTIONS

1. Time Limitation on Claims for Damages

No action can be taken in regards to Baggage Damage unless the person entitled to delivery claims to an office of Eastar Jet after the discovery of Damage at the latest within 7 days from the date of receipt. In the case of delay or loss, the claim must be made at the latest within 21 days from the date on which the Baggage has been placed at his/her disposal (in the case of delay), or should have been placed at his/her disposal (in the case of loss) . Every claim must be in writing and dispatched within the time specified above. In case the Carriage is not "international Carriage" as defined in the "Convention", litigation may be filed even if there is no notification of objection concerned on the condition that the person filing for compensation for Damage proves the following items.

- 1) It was reasonably not possible to give such notice
- 2) It was impossible to make the notice concerned due to deception of Eastar Jet.
- 3) Eastar Jet was aware of Damage to Passenger's Baggage

## 2. Time Limitation on Actions

All claims or rights to damages against Eastar Jet shall be extinguished unless an action is brought within a period of 2 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.

### **ARTICLE 17    OVERRIDING LAW**

Insofar as any provision contained against or referred to in the ticket or in the Conditions of Carriage or other applicable tariffs may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

### **ARTICLE 18    MODIFICATIONS AND WAIVER**

No agent, employee, or representative of Eastar Jet has the authority to alter, modify, or waive any provision of the contract of Carriage, or these Conditions of Carriage, or other applicable Tariffs.

### **ARTICLE 19    ORIGINAL COPIES OF CONDITIONS OF CARRIAGE**

These Conditions of Carriage are drafted in the Korean language. If these are translated into any other language, the Korean language shall prevail.