

旅客、行李 国际运输总条件

**General Conditions for international
transportation of passenger and baggage**



四川航空
SICHUAN AIRLINES

总经理声明

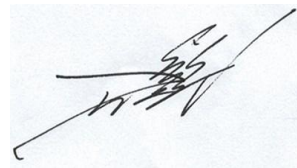
《四川航空股份有限公司旅客、行李国际运输总条件》是依据《蒙特利尔公约》、《华沙公约》、《中华人民共和国民用航空法》、《中国民用航空旅客、行李国际运输规则》、《大型飞机公共航空运输承运人运行合格审定规则》（CCAR-121部）、《危险品规则》等其他现行有效的相关法律、法规制订。

总条件是四川航空股份有限公司国际旅客运输合同的一部分，是川航公司级的法规性文件，它所阐述的公司国际旅客、行李运输的方针、政策、规定、标准是公司从事国际旅客运输的客票销售、地面服务等各环节工作人员及地面服务代理人，在航站运行时必须依据的宗旨和准则。每一个与国际旅客、行李运输相关的部门和人员、包括分公司、营业部、办事处及地面服务代理人必须严格遵守并贯彻执行。

总条件的颁发实施，将对公司国际旅客运输中的客票销售、值机服务、行李运输等各个方面的标准化、程序化、规范化管理起到指导和完善作用，从而确保公司的飞行运行在安全、正常、服务等方面都有不断的提高。

四川航空股份有限公司

总经理：_____



2017 年 12 月 01 日

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第一章 定义

第一条 四川航空股份有限公司《旅客、行李国际运输总条件》（以下简称“条件”）中的下列用语，除具体条款中有其他要求或另有明确规定外，含义如下：

（一）“川航”是四川航空股份有限公司的简称，在客票上，川航的两字代码为“3U”。

（二）“公约”是指根据合同规定适用于该项运输的 1929 年 10 月 12 日在华沙签订的《统一国际航空运输某些规则的公约》（简称“华沙公约”）、1955 年 9 月 28 日在海牙签订的《修改一九二九年十月十二日在华沙签订的统一国际航空运输某些规则的公约的议定书》（简称“海牙议定书”）以及 1999 年 5 月 28 日在蒙特利尔签订的《统一国际航空运输某些规则的公约》（简称“蒙特利尔公约”）。

（三）“国际运输”是指根据当事人订立的航空运输合同，无论运输有无间断或者有无转运，运输的出发地点、约定经停地点和目的地点之一不在中华人民共和国境内的航空运输。

（四）“川航规定”是指除本条件外，川航为对旅客及其行李的运输进行管理而公布的并于填开客票之日有效的规定，包括有效的适用票价。

（五）“承运人”指填开客票、承运或约定承运该客票所列旅客及其行李的公共航空运输企业。

出票承运人：在乘机联或有价票联电子客票交易中显示出数字代码的航空公司。出票承运人应为电子客票交易的控制与授权实体。

销售承运人：其代码被作为运输承运人记录在电子乘机联或有价票联上的航空公司。

实际承运人：提供实际航空运输及其附带服务的航空公司。当有双边协议时，例如代码共享协议，实际承运人可能不是销售承运人。

（六）“授权销售服务代理人”：指经川航授权并代表川航，在授权范围内销售川航的航空运输服务（产品）的客运销售代理企业。

“授权地面服务代理人”指经川航授权并代表川航，在授权范围内为川航实际运营航班的旅客和行李提供航空运输地面服务代理业务的企业。

（七）“旅客”是指除机组成员以外，经川航同意在民用航空器上被载运或将被载运的任何人。

(八) “儿童”是指在旅行开始之日，年龄满二周岁但不满十二周岁的人。

(九) “婴儿”是指在旅行开始之日，出生满十四天(含)以上，但年龄未满二周岁的人(出生不满14天的婴儿不予承运)。

(十) “客票”是指承运人或其授权代理人销售或认可并赋予运输权利的有效文件，包括纸质客票和电子客票。纸质客票指由承运人或代表承运人所填开的被称为“客票及行李票”的凭证，包括运输合同条件、声明、通知以及乘机联和旅客联等内容。电子客票是指由承运人或其授权代理人销售并赋予运输权利的以电子数据形式体现的有效运输凭证，是纸质客票的电子替代产品。

(十一) “连续客票”是指使用同一承运人的两本或两本以上票号连续的客票填开，并构成一个单一运输合同的客票。

(十二) “乘机联”是指纸质客票中标明“运输有效”的部分，在电子客票中指以电子数据形式存储在航空公司数据库的航班信息，表示旅客有权搭乘该联指定的地点之间的航班。

(十三) “旅客联”或“旅客收据”是指由川航或代表川航填开的纸质客票中标明“旅客联”或“旅客收据”，并始终由旅客持有的部分。

(十四) “行程单/收据”是指承运人为使用电子客票旅行的旅客填开的凭证，该凭证上载明了旅客的姓名和航班信息等，不作为机场安检以及登机的凭证。每张电子客票提供一张行程单，最迟在航班起飞后一个月内打印。旅客应妥善保管，以便办理退票手续时使用。

(十五) “日”是指日历日，一周包括七日。当用于发通知时，通知发出日不计算在内；用于确定客票有效期限时，客票填开日或航班飞行开始日不计算在内。

(十六) “运价”是指航空公司公布的票价、费用和相关的运输条件。必要时，应取得相关部门的批准。

(十七) “普通票价”指在票价适用期内的公务、高端经济舱、经济各舱位等级中成人的最高票价，也包括与之相适应的儿童和婴儿票价。

(十八) “优惠票价”是指不属于普通票价的其它票价。

(十九) “定座”是指对旅客预定的座位、舱位等级或对行李的重量、体积的预留。

(二十) “签转”是指对销售承运人的变更。

(二十一) “变更收费”是指承运人对旅客自愿提出要求更改原订航班计

划而收取的费用，包括对航班、日期、舱位、有效期等的变更。

(二十二) “超售”是指航班在办理乘机手续前，其实际定座人数大于该航班执行机型可利用座位数。

(二十三) “超编”是指航班由于机械、飞机调配等原因引发的机型更改、航班合并，最终造成的航班旅客“溢出”。

(二十四) “代码共享航班”指在某些航班上，川航与其它承运人有约定，称为“代码共享”。这意味着即使旅客定妥的载明川航的名称或者航空公司代码(3U)的航班，可能搭乘的是另一承运人实际运营的民用航空器。遇此种情形，在旅客定座时川航会将实际运营该航空器的承运人告知旅客。

(二十五) “约定经停地点”是指除出发地点和目的地点以外，在客票或承运人的班期时刻表内列明作为旅客旅行路线上预定停留的地点。

(二十六) “中途分程”是指经承运人事先同意，旅客在出发地点和目的地点间旅行时，由旅客有意安排在某个地点的旅程间断。

(二十七) “特别提款权”是指国际货币基金组织规定的特别提款权。

(二十八) “乘机登记截止时间”是指实际承运人规定的旅客应该办理完毕乘机登记手续和领取登机牌的最晚时间。

(二十九) “实际离站时间”指航班旅客登机后，机组得到空管部门许可撤去航空器最后一个轮档这一动作的时间；

“计划离站时间”指航班时刻管理部门批准的离站时间，是航空公司在航班时刻表公布并在客票上列明的离站时间。

(三十) “误机”指旅客未按规定的乘机登记截止时间办妥乘机手续或因旅行证件不符合规定而未能乘机。

(三十一) “漏乘”指旅客在航班始发站办理乘机手续后或在经停站过站时未搭乘上指定的航班。

(三十二) “错乘”指旅客乘坐了不是客票上列明的航班。

(三十三) “行李”是指旅客在旅行中为了穿着、使用、舒适或者便利而携带的必要、适量的物品和其他个人财物。包括旅客的托运行李和非托运行李。

(三十四) “行李票”是指客票中与运输旅客的托运行李有关的部分。

(三十五) “托运行李”是指已经填开行李票并由旅客交由承运人负责照管的行李，并出具行李识别标签的行李。

(三十六) “非托运行李”是指除旅客托运行李以外的由旅客自行照管的行

李，包括随身携带行李和占座行李。

(三十七) “行李牌识别联”是指由承运人专为识别托运行李出具给旅客的凭据。

(三十八) “损失”是指在承运人提供运输或与运输有关的服务时发生的损失，包括死亡、受伤、延误、丢失、部分损失或其他损坏。

(三十九) “不可抗力”是指非正常的、无法预见的，并且在无法控制的情况下，即使采取一切可能的措施，仍不能避免其后果的发生。

第二章 适用范围

第二条

(一) 一般规定

1、除本条(二)、(三)、(四)款中另有规定外，本条件适用于川航以民用航空器运输旅客、行李并收取费用的国际运输以及川航作为实际承运人的代码共享航班或航段。

2、除免费和折扣票价运输条件、合同、票证另有规定外，本条件亦适用于免费和折扣票价运输。

3、除政府法规及有关合同、票证另有规定外，本条件亦适用于特殊管理的国际航线。

4、代码共享

在某些航班上,川航与其它承运人实施了“代码共享”，这意味着即使您定妥了川航的航班并持有载明川航的名称或者川航代码的客票,但是搭乘的可能是另一承运人运营的航空器。遇此种情形,在您定座时,我们会将经营该航空器的承运人告知您。

5、其他规定

(1) 中国大陆与香港、澳门特别行政区、台湾地区之间航线的运输参照本条件执行。

(2) 本条件包括中文和英文两种版本，如有分歧，以中文版本为准。

(二) 根据川航包机合同提供的运输，本条件仅适用于该包机合同和包机客票的条款中涉及的范围。

(三) 本条件中如果含有与现行适用的国际公约、国家法律、行政法规、规章、命令或要求不一致的条款，除不一致的条款外，本条件的其余条款仍然

有效。

（四）除有特别注明外，在川航的规定中，如果含有与本条件不一致的条款，以本条件为准。

第三章 客票

第一节 一般规定

第三条 川航客票是川航和客票上所列姓名的旅客之间运输合同的初步证据。川航只向持有川航或与川航签有联运协议的航空公司票证的旅客提供运输，而且可以要求旅客出示相应有效的身份证件。川航客票中的合同条件是川航运输条件部分条款的概述。

第四条 客票不得转让。如果客票不是由有权乘机或退票的人出示，而川航按规定向出示该客票的人提供了运输或退款，川航对原客票有权乘机或退票的人，不承担责任。

第五条 某些以优惠票价销售的客票，可以退还部分票款或不得退票。旅客应选择最适合自身需要的票价进行购买。

第六条 客票使用要求：

（一）对于纸质客票，旅客未能出示根据川航规定填开的并包括所乘航班的乘机联和所有其他未使用的乘机联和旅客联的有效客票，无权要求乘机。旅客出示残损客票或非承运人或其授权代理人更改的客票，也无权要求乘机。

（二）客票必须按照客票所列明的航程，从始发地点开始顺序使用，否则，川航有权不予接受。

（三）客票上的旅客姓名应与旅客提供的身份信息相符，旅客应出示购票时使用的有效旅行证件，否则川航有权拒绝其登机。

（四）对于电子客票，如果旅客要求乘坐的航段的电子票联不是未使用的有效客票状态，川航有权拒绝承运。

（五）每张纸质乘机联或电子客票联应按照其所列明的座位等级和已定妥座位的航班及日期由川航接受运输。对未定妥座位的纸质乘机联或电子客票联，川航或其授权销售代理人应按旅客申请，根据适用票价和所申请航班座位可利用情况为旅客定座。

第七条 客票上承运人的名称可以使用缩语代码。

第二节 客票的有效期

第八条

（一）普通票价的客票自旅行开始之日起，一年内运输有效；如果客票第一段未使用或不定期的客票，自填开客票之日起，一年内运输有效。

（二）客票有效期的计算，自旅行开始或者填开客票之日的次日零时（含）起至有效期满之日的二十四小时（不含）为止。

（三）旅客应在客票有效期内，完成客票上列明的全部航程。如果购买的优惠客票对旅行日期有特殊规定的，必须在该适用运价的规定时间内完成客票列明的全部航程。

（四）多航段客票以第一段旅行开始之日起计算。

第三节 客票有效期的延长

第九条

（一）川航由于下列原因之一，造成旅客未能在客票有效期内旅行的，其客票有效期将延长到川航能够按照该客票已付票价的舱位等级提供座位的最早航班为止：

- 1、川航取消旅客已定妥座位的航班；
- 2、川航未在航班经停地点降停，而该经停地点是旅客的出发地点、目的地或者中途分程地点；
- 3、川航未能合理地按照班期时刻进行航班飞行；
- 4、川航造成旅客已定妥座位的航班衔接错失；
- 5、川航更换了旅客的舱位等级；
- 6、川航未能提供事先已定妥的座位。

（二）持普通票价客票或与普通票价客票有效期相同的特种票价客票的旅客未能在客票有效期内旅行，是由于川航在该旅客定座时未能提供该客票舱位等级的航班座位，其客票有效期限可以延长至川航能够按照该客票已付票价的舱位等级提供座位的第一个航班为止，但延长期限不得超过七日。

（三）开始旅行的旅客在其持有的客票有效期内因病使旅行受阻时，应最迟在航班规定起飞时间前提出并出示川航认可的医疗机构（县、市级或相当于这一级）以上的医疗单位出具的医生诊断证明，川航可按旅客所付票价的规定，决定是否适当延长该旅客及其陪伴人员的客票有效期。

(四) 如旅客在旅途中死亡, 该旅客陪同人员的客票可用延长有效期的原则予以更改或按照非自愿退票的规定办理退款。更改或退款均应在提供死亡证明后办理, 客票有效期的延长不得超过死亡之日起四十五日。

第四节 纸质客票遗失

第十条 一般规定

旅客遗失未使用的纸质客票、乘机联、旅费证或换取服务联或其他运输凭证, 应由其本人负责; 如因此影响行程, 川航不承担责任。川航可根据情况, 按照本节规定和票价限制条件办理。旅客无权要求川航对遗失票证必须退还票款或补开票证。

第十一条 遗失客票的报失

(一) 旅客的纸质客票全部或部分遗失或残损, 或旅客出示的客票未能包括旅客联和所有未使用的乘机联, 旅客应以书面形式在客票有效期内向川航或其授权代理人申请挂失, 并填写《遗失票证报失申请书》。遗失的团体客票的挂失手续必须在停止办理乘机手续前办理。包机客票不能办理遗失客票。

(二) 旅客申请客票挂失, 须提供其有效身份证件, 如申请挂失者不是旅客本人, 需出示旅客本人和挂失人的有效身份证件, 并提供原购票的日期、地点、原客票出票人联或其复印件、遗失地公安部门的证明及其他令川航满意的资料或证明。

(三) 旅客客票挂失申请应在该客票有效期内尽快办理。

(四) 如遗失客票被冒用或冒退, 川航不承担责任。

第十二条 遗失客票的补开及退款期限

(一) 定期客票遗失, 川航原则上不予以补开新票。但在特殊情况下, 经受理报失的川航直属销售部门批准, 在原订航班停止办理乘机手续前向川航提供符合本节十一条规定的资料与证明, 经川航查证后, 在下列条件下可以补开原定航班新客票:

1、旅客须填写《四川航空股份有限公司遗失票证报失申请书》;

2、旅客须声明同意赔偿可能由此造成的川航的一切损失, 包括已经或今后被他人冒用或冒退以及必要的诉讼费用。

(二) 不定期客票或旅费证遗失, 只能申请退款, 不能申请补开。

(三) 对未经查证的遗失客票, 川航有权不予补开新客票。如旅客要求继

续旅行，应按现行票价另购新票。

（四）纯川航承运客票，川航办理退款手续的期限为第一航段旅行之日起（完全未使用的客票为填开之日起）十三个月后的六十天内；涉及外航联运的客票，川航退款期限为十八个月后的六十天内。如在此期间发现客票已被冒用、冒退或冒领，则不予退款。

（五）由于旅客原因造成已打印电子客票行程单遗失，按《航空运输电子客票行程单管理办法（暂行）》规定，不再补打印。

第五节 票联的顺序和使用

第十三条

（一）旅客购买的客票，仅适用于客票上所列明的自出发地点、约定的经停地点至目的地点的运输。旅客所支付的票价，是以川航的运价通告和客票上所列明的运输为依据的。票价是川航与旅客之间运输合同的基本内容。

（二）客票的乘机联必须按照客票所列明的航程，按顺序使用，不得颠倒使用。对于未按顺序使用的乘机联，在客票有效期内，可以按川航运价通告的退票规定办理退票。

（三）如果旅客要改变运输合同的任何一项内容，应当事先与川航联系。运输合同一经改变，将按新的运输合同重新计算票价。旅客可自行选择接受新票价还是维持客票上原来的运输。如果因为不可抗力，旅客需要改变运输的任何一项内容，应当尽早与川航联系，川航将在合理的范围内尽力将旅客运送至下一个中途分程地点或者最终目的地点。

（四）如果旅客未经川航同意而改变运输，川航将按照旅客实际的旅行确定票价。旅客应当支付原票价与运输变更后适用票价之间的差额。

（五）某些运输内容的变更将导致票价的提高，如出发地点的变更或旅行方向的变更；很多票价仅对客票上载明的特定日期的航班有效，并且不得变更，或者是在支付相应的费用后方可变更。

（六）旅客客票上的每一张乘机联应当列明舱位等级、乘机日期、航班，且在定妥座位后方可用于运输。如果旅客出具的客票是不定期的，旅客可根据川航的运价通告和航班座位可利用情况申请定座。

（七）如果旅客不搭乘已定妥座位的航班，且未预先通知川航，川航可以取消旅客客票上列明的续程或回程航班定座。

第六节 超售

按照国际航空运输行业通行的做法，川航可能在某些航班上进行适当的超售。在个别超售情况下可能会有个别旅客不能按原定航班成行。需要拉下旅客时，川航会寻找自愿下机者并根据优先登机规定办理。对于因航班超售未能如期成行的旅客，川航将尽力将其安排到后续最早航班上以使旅客成行，并视具体情况按照川航赔偿标准给予一定的补偿。

第四章 票价和费用

第十四条 票价的适用

（一）客票价只适用于旅客由出发地机场至目的地机场的航空运输，不包括地面运输费用和各项附加费。

（二）适用票价是指川航公布的票价，无公布票价时按照川航规定的组合票价。适用票价是客票第一张乘机联上的航班运输开始之日有效的票价。

（三）客票售出后，如票价调整，票款不作变动。如果旅客要变更航程或者旅行日期，将可能影响其应支付的票价。

（四）使用特种票价的客票，应符合该特种票价规定的条件。

第十五条 路线

票价只适用于与票价相关而公布的路线。票价适用于多条旅行路线的，旅客可在出票前指定路线；旅客未指定路线的，由川航或其授权代理人确定。

第十六条 税款和费用

政府和其他有关当局或机场经营人，因向旅客提供服务设施而按规定征收的税款或收取的费用，均不包括在适用票价之内。该项税款或费用，应由旅客支付，由航空公司代为收取。

旅客购买机票时，承运人将告知旅客未包括在票价中的税款和费用，税费会在客票上分别列明。对航空旅行征收的税款或费用常有变动，而且有可能在客票售出以后征收。如果客票上列明适用的税费有所增加或在客票售出后新增税费，旅客有义务补交。同样，如果旅客在购买机票时支付的税费因被取消或减少而不再适用于旅客，旅客有权申请退款。

“旅客运输燃油附加费和航空保险附加费”由承运人根据国家或地区有关规定发布并收取。不占座婴儿免燃油附加费，占座婴儿和儿童按成人标准收取

燃油附加费。

第十七条 付款方式

旅客应使用川航可接受的货币交付票款和费用。当支付的货币不是公布票价的货币时，应按川航规定的兑换率换算后支付。除川航与旅客另有协议外，票款一律现付。

第五章 定座

第十八条 定座基本要求

（一）未经川航或其授权代理人记录认可，不得认为定座已确认；定座只有在旅客按照川航规定的手续和购票时限交付票款，经川航或其授权代理人认可并填开客票，并将该定座列入客票有关乘机联内交给旅客以后，才能认为座位已经定妥和有效。

（二）按照川航规定，某些特种票价可以附有限制或免除旅客更改、取消定座权利的条件。

（三）川航可以在必要时暂停接受某一航班的定座。

第十九条 特殊旅客定座

（一）出于运行、安全或安保的需要，需监护人员陪伴同行的旅客（如儿童、婴儿、老人、病残人员、押解人员等）所定服务等级舱位必须与同行监护人员定座服务舱位一致。

（二）特殊旅客是指需要给予特别礼遇和照顾，或由于其身体和精神状况需要给予特殊照料，或在一定条件下才能运输的旅客。特殊旅客须经川航及其他有关承运人同意方可接受定座。

第二十条 购票期限

如果旅客未在川航规定的购票时限内交付票款，川航有权取消其定座。

第二十一条 个人资料

（一）旅客向川航提供的个人资料旨在用于定座及安排相关运输服务。为此，旅客授权川航保留其个人资料且可将资料传送给川航有关部门、或其他相关承运人、或相关运输服务的提供者、或法律、法规许可的机构，这些转发对象可以在任何国家。对于旅客提供给川航的个人资料，川航将善加保密。

（二）旅客提供的有效证件的有效期至少应在自旅行开始之日起半年以上。旅客个人资料的真实性由旅客本人负责，川航没有审查的义务。

(三) 旅客如拒绝提供个人资料，川航有权不予定座。

第二十二條 取消座位

(一) 旅客更改或者取消定座，应当在川航规定的时限内提出。票价附有条件的，旅客更改或者取消定座，应当符合该条件的规定。

(二) 如旅客不使用已定妥的座位，也未通知川航或其授权代理人，川航可以取消旅客所有已定妥的续程或回程座位；并可向未使用已定妥座位的旅客收取服务费。

第六章 购 票

第二十三條 一般规定

(一) 旅客可在川航或川航授权销售代理人的售票处以及登陆川航网站购票。也可通过川航热线进行咨询和购票：

川航网站：<http://www.sichuanair.com>

川航热线：95378、028-88888888

川航网站直销服务热线：95378、028-88888888

(二) 旅客购票时应填写《旅客定座单》，提供本人有效身份证件或公安机关出具的其它有效身份证件信息，同时确保其与办理乘机登记手续时使用的证件相同、确保护照有效期至少应在自旅行开始之日起半年以上，并应看清楚不同航线、舱位价格的运价通告和退改签相关规定。

(三) 川航有权要求旅客出示本人有效护照或其他旅行证件，但对其真实性和有效性不承担责任。

(四) 购买儿童票、婴儿票，应提供儿童、婴儿出生日期的有效证件或证明。

(五) 重病旅客、孕妇（怀孕 32 周以上）购票，应持有县、市级（或相当于这一级）及以上医疗单位出具的医生诊断证明，经川航同意后，方可购票。怀孕超过 36 周（含）的孕妇，不予运输。

(六) 每位旅客应单独持有客票。

(七) 不满 5 周岁的儿童乘机必须有年满 18 周岁具有完全民事行为能力的成人陪同。有成人陪伴儿童乘机时，应购买与其陪伴人相同舱位服务等级的机票。

(八) 川航或其授权销售代理人应根据旅客的要求，出售单程、联程或来

回程客票。

(九) 川航或其授权销售代理人的售票场所或网站应设置班期时刻表、航线图、航空运价表和旅客须知等必备资料。

第七章 乘机

第二十四条 一般规定

(一) 旅客应在川航规定的时限内到达机场，凭客票及本人有效身份证件按时办理客票查验、托运行李、领取登机牌等乘机手续。

(二) 如旅客未能按时到达乘机登记柜台，或未在规定的登机口关闭时间之前到达登机口，或未能出示其有效身份证件及运输凭证，或未做好旅行的准备，川航为不延误航班可取消旅客已定妥的座位。对旅客因此而产生的损失和费用，川航不承担责任。如果旅客提出退票，按自愿退票规定办理。

(三) 各机场的截止办理乘机手续时间并不一致，如旅客对川航航班出港机场截止办理乘机手续时间不了解，应提前向销售人员进行咨询或登录川航官方网站 <http://www.sichuanair.com> 查询。旅客应预留充足的时间办理乘机登机手续。如果旅客未在规定的航班截止办理乘机手续时间之前办理乘机手续，川航有权取消旅客的定座。

(四) 川航及川航地面服务代理人应按时开放乘机登记柜台，按规定接受旅客出具的客票，快速、准确地办理乘机登记手续。办理乘机手续时应仔细核查旅客护照有效期（至少应在自旅行开始之日起半年以上）、签证或签注的有效性。

(五) 乘机前，旅客及其行李和免费随身携带物品必须经过安全检查。

第二十五条 机上座位安排

(一) 川航将尽力满足旅客预先申请机上座位的要求。但川航不能保证提供任何指定的座位，只负责按旅客定座的服务舱位等级提供座位。

(二) 出于运行、安全或安保的需要，需监护人员陪伴同行的旅客机上座位应与同行监护人员机上座位相邻，川航始终保留分配或者重新分配机上座位的权利，即使是在登机之后。

(三) 飞机应急出口处的座位必须由川航指定安排。

第二十六条 旅客漏乘或错乘

(一) 由于旅客原因发生漏乘，按自愿退票的规定办理。

(二) 由于川航原因造成旅客漏乘，川航应尽早安排旅客乘坐后续航班成行，如旅客要求退票，按非自愿退票的有关规定办理。

(三) 旅客错乘飞机，如要求在错乘的到达站终止旅行，票款不补不退。

(四) 由于川航原因造成旅客错乘，川航应尽早安排旅客搭乘后续航班飞往旅客客票上列明的目的地点，票款不补不退。如旅客要求退票，按非自愿退票的规定办理。

第八章 行李运输

第一节 一般规定

第二十七条 川航承运的行李，按照运输责任分为托运行李和非托运行李。

第二十八条 不得作为行李运输的物品

旅客不得在行李（包括托运行李和非托运行李）中夹带下列物品，也不得随身携带进入客舱：

(一) 不符合本条件第一章第一条第（三十三）款定义范围内的物品。

(二) 可能危及航空器、机上人员或者财产安全的物品，比如在国际民用航空组织（ICAO）《关于危险物品航空安全运输技术细则》（ICAO-TI）和国际航空运输协会（IATA）《关于危险物品运输规则》（IATA-DGR）以及川航的《危险品运输手册》中列明的以下禁运物品（包括但不限于）：

爆炸品；气体（包括易燃气体、非易燃无毒性气体、有毒气体）；易燃液体；易燃固体、易于自燃的物质、遇水释放易燃气体的物质；氧化剂和有机过氧化物；毒性物质和传染性物质；放射性物质；腐蚀性物质；杂项危险品。

(三) 任何始发地国家、目的地国家、经停地国家或飞越国家的适用法律、条例或命令禁止运输的物品。

(四) 枪支及其主要零部件，符合本条件三十条（二）规定的除外

含军用、民用、公务用枪、国家禁止的其他枪支：如手枪、步枪、冲锋枪、机枪、防暴枪、气枪、麻醉注射枪、样品枪、道具枪、钢珠枪、催泪枪、电击枪，及上述物品的仿制品等。

(五) 弹药（符合本条件三十条（二）规定的除外）、军械、警械及其主要零部件（警棍、军用或警用匕首、刺刀等）；国家禁止的械具（电击器、防卫器等），上述物品的仿制品。

(六) 国家管制刀具（匕首、三棱刀、机械加工用的三棱刮刀、带有自锁

装置的刀具和形似匕首但长度超过匕首的单刃刀、双刃刀以及其它类似的单刃、双刃、三棱尖刀等），及其他属于国家规定的管制器具，如弩。

（七）其他物品：

1、由于物品的危险性、不安全性，或由于其重量、体积、包装、形状或者性质不适宜运输的物品，及规定的其他禁运物品；

2、传染病病原体；

3、火种（包括各类点火装置），如打火机、火柴、点烟器、镁棒（打火石）；

4、额定能量超过 160Wh 或生产厂家召回的有安全缺陷的或标识不清、无明确生产厂家厂商或无法确认额定能量/锂金属含量的充电宝、锂电池（电动轮椅使用的锂电池的运输标准按照川航相关规定办理）；

5、酒精体积百分含量大于 70%的酒精饮料；

6、活体动物（本条件第六节规定的小动物、服务犬除外）；

7、医用小型气态氧气瓶（或空气瓶）及液氧装置，包括已使用的空氧气瓶；

8、易碎、易损、易腐物品及带有明显异味的鲜活物品（如海鲜、榴莲等）；

9、强磁化物、有强烈刺激性气味或者容易引起旅客恐慌情绪的物品以及不能判明性质可能具有危险性的物品。

第二十九条 不得作为托运行李的物品

（一）下列物品不得作为托运行李或在托运行李中夹带，对托运行李中放置或夹带下述物品的遗失和损坏，川航按一般托运行李承担责任，损害赔偿 responsibility 参见本条件第四十九条：

1、易碎或易损坏物品；

2、易腐物品；

3、现金、流通票证、有价证券、汇票；

4、珠宝；

5、贵金属及其制品、金银制品；

6、古玩字画、绝版视频、绝版印刷品或手稿；

7、电脑及配件、个人通讯设备及配件、个人电子数码设备及配件；

8、样品等贵重物品；

9、外交信袋；

- 10、重要文件和资料；
- 11、旅行证件、医疗证明、X光片；
- 12、需要专人照管的物品以及个人需定时服用的处方药。

(二) 锂电池、锂电池移动电源（如充电宝）不得作为托运行李或夹入行李内托运。

第三十条 限制运输的物品

下列物品只有在符合川航所规定的限制条件、数量和包装要求的情况下，并经川航同意，方可接受作为托运行李运输。

(一) 精密仪器、电器等类物品，应作为货物托运，如按托运行李运输，必须有妥善包装，并且此类物品的重量不得计算在免费行李额内。

(二) 体育运动用器械，包括体育运动用枪支和弹药。可凭枪支运输许可证或者国务院体育行政部门的批准证明作为托运行李运输，但不得作为非托运行李带入客舱。枪支必须卸下子弹和扣上保险并妥善包装。弹药的运输应按危险物品运输的有关规定办理。

(三) 管制刀具以外的利器、钝器，例如菜刀、餐刀、水果刀、工艺品刀、手术刀、剪刀等；用作武术文艺表演的刀、矛、剑、戟、棍棒（含伸缩棍、双节棍）、球棒、桌球杆、板球球拍、曲棍球杆、高尔夫球杆、登山杖、滑雪杖、指节铜套（手钉）以及钢锉、铁锥、斧子、短棍、锤子等，应放入托运行李内运输。

(四) 干冰、液态物品、酒类及含有酒精的饮料等。

(五) 外交信袋、机要文件。

(六) 本章第六节规定的小动物、服务犬。

(七) 旅客旅行途中使用的折叠轮椅或电动轮椅。

(八) 锂电池不得作为托运行李运输，且随身携带的锂电池需满足额定能量或锂含量限制、数量限制及相关批准规定，具体详见四川航空官网。

(九) 不适宜在航空器货舱内运输，如精致的乐器，并且不符合本章第三节规定（重量、体积限制）的物品，应作为占座行李带入客舱并单独付费，由旅客自行保管。

第三十一条 拒绝运输权

根据川航的判断，川航可以在通知旅客后拒绝承运旅客或旅客的行李。遇此种情形，旅客有权退票。由于下列原因之一，川航也有权拒绝承运旅客或旅客的

行李：

（一）旅客的行李，如属于或夹带有第二十八条所列物品，或者托运行李内夹带第二十九条所列的物品，川航有权拒绝接受或中止该行李的运输。

（二）事先未与川航联系作好安排的逾重（超限）行李，将有可能不作为与旅客随机的行李运输，而使用可利用后续航班运送。

（三）如果旅客的托运行李的外包装或内装物品不符合运输要求，川航有权拒绝接受该行李的运输。

（四）承运旅客或旅客的行李，违反了任何始发地、目的地、经停地或飞越地国家适用的法律、法规或命令。

（五）承运旅客或旅客的行李，可能危及或者影响其他旅客或者机组人员的安全、健康、便利或舒适。

第三十二条 检查权

川航为了运输安全，有权要求旅客接受对其行李进行安全检查；必要时，也可以在旅客没有在场的情况下对其行李进行检查。如旅客不接受此种检查，川航有权拒绝运输。

第二节 行李托运

第三十三条 旅客托运行李必须符合下列要求：

（一）旅客必须凭有效客票托运行李。川航应将旅客托运的行李件数和重量准确录入离港系统中，每个旅客的行李须登记在其本人的记录上。如旅客持纸质客票，还应填写在客票的相应位置。

（二）旅客应当在承运人指定的地点和时间内办理行李托运手续。

（三）川航对旅客托运的每件行李应拴挂行李牌，并将行李牌识别联交给旅客。

（四）托运行李的重量和体积不得超过川航的规定，超过规定的托运行李应事先征得川航的同意。

（五）旅客应在行李托运以前贴、挂上姓名或便于识别的其他个人标记。

（六）托运行李必须包装完善、锁扣完好、捆扎牢固，能承受一定的压力，能够在正常的操作条件下安全装卸和运输，并应符合下列条件：

- 1、旅行箱、旅行袋和手提包等必须加锁；
- 2、两件（含）以上的包件，不能捆为一件；
- 3、行李上不能附插其它物品；

- 4、竹篮、网兜、草绳、草袋等不能作为行李的外包装物；
- 5、行李上应写明旅客的姓名、详细地址、电话号码。

(七) 托运行李应当与旅客同机运输。如果在特殊情况下(由于安全、安保或运行方面的原因),收运的行李无法与旅客同机运输,川航应当向旅客说明情况,在确保安全的情况下,可将托运行李改由后续航班运输,并由川航交付旅客,除非法律要求旅客须亲自到场办理海关手续。

第三节 免费行李额

第三十四条 免费行李额

(一) 所有国际及地区航线均采用计件制行李运输规则；

1、不占座位的婴儿旅客可免费托运1件行李,重量不超过10千克(22磅),体积(三边之和)不超过115厘米(45英寸),并可免费托运1辆全折叠的轻便婴儿车或婴儿手推车。

2、团队旅客免费行李额与散客的标准一致。

3、搭乘同一航班前往同一目的地的两个(含)以上的同行旅客,如在同一时间、同一地点办理行李托运手续,其免费行李额可以按照各自所购舱位等级标准合并计算。

4、构成国际运输的国内航段,每位旅客的免费行李额按适用的国际航线免费行李额计算。

5、购买混合等级客票的旅客,其免费行李额按各该航段级别规定的免费行李额分别计算。

6、旅客自愿改变舱位等级,应按照新购票的票价等级享受免费行李额;旅客非自愿改变舱位等级,应按照原票价等级享受免费行李额。

7、航程出现中途分程时,全航程行李额应按可享受的较高免费行李额予以执行。

8、当主航段的航班是川航代码共享航班时,免费行李额按承运方规则执行。

(二) 国际/地区航线免费行李额标准,按照川航在官网上及时更新和公布的标准执行。

(三) 托运行李的体积限制

1、托运行李的体积限制应遵循当地法律规定,无明确规定的,单件托运行

行李的三边之和不得超过 300 厘米（118 英寸）。

2、超过上述体积限制的行李，应作为货物运输。

（四）托运行李的重量限制

1、对于涉及英国或英联邦国家（例如加拿大、澳大利亚等）航线，单件托运行李的最大重量不得超过 32 千克（70 磅）。

2、其他航线，应遵循当地法律规定，无明确规定的，单件托运行李的最大重量不得超过 45 千克（100 磅）。

3、超过上述重量限制的行李，应作为货物运输。

第三十五条 非托运行李的限制

（一）重量和体积

每位公务舱和经济舱旅客可随身携带一件行李，重量不得超过 5 公斤。上述每件行李三边之和不得超过 115 厘米（20×40×55），并可置于客舱行李箱内或座椅下并可置于客舱行李箱内或座椅下。如不能以上述方式放置，或由于超重超大的原因，或出于安全方面的考虑，则应当作为托运行李运输。

（二）大件行李

如旅客的行李物品不适合作为托运行李装在货舱内运输（如精致的乐器），并且不符合本条（一）款的规定，需事先征得川航的同意并且交付相应费用后，可作为占座行李带入客舱并由旅客自行保管。

第三十六条 旅客的托运行李和非托运行李均应在办理乘机手续时交川航计重或计件，并将重量和件数填入“客票及行李票”的相应栏内。托运行李在运输期间由川航负责照顾，非托运行李在运输期间由旅客自行照管。

第四节 逾重（超限）行李

第三十七条

（一）旅客的托运行李超过其免费行李额的部分，称为逾重（超限）行李，应当支付逾重（超限）行李费。

（二）收取逾重（超限）行李费，应填开逾重（超限）行李票。

（三）逾重（超限）行李的收费，应分别按照超出件数、超出重量、超出尺寸三个方面的标准进行累计收费。

（四）逾重行李费率和计算方法，按照川航在官网上及时更新和公布的标准执行。

(五) 收费标准默认货币为人民币, 特殊情况下(如旅客无人民币等), 收取旅客目的地货币时, 参照目的地始发行李收费标准执行。

第五节 行李声明价值

第三十八条 一般规定

(一) 旅客的托运行李, 每公斤价值超过 30 美元或等值的其他货币时, 可办理行李声明价值, 并支付行李声明价值附加费。

(二) 托运行李的声明价值不能超过行李本身的实际价值。每一旅客的行李声明价值最高限额为 5000 美元(或等值人民币及其它货币金额)。如川航对声明价值有异议而旅客又拒绝接受检查时, 川航有权拒绝收运。

(三) 旅客托运的小动物不办理声明价值。

(四) 川航按照旅客声明的价值中超过本条(一)规定限额部分的价值的 5% 收取声明价值附加费。

第三十九条 如果声明价值行李的部分运输由不提供行李声明价值服务的其他承运人承担时, 川航有权拒绝提供托运行李的声明价值服务。

第六节 小动物、服务犬

第四十条 小动物是指家庭饲养的狗、猫、鸟或其他玩赏宠物。野生动物和具有形体怪异或者具有攻击性、易于伤人等特性的动物, 如蛇、藏獒、斗牛犬等, 不属于小动物范围, 不能作为行李运输。不适合航空旅行的小动物(包括短鼻犬、短鼻猫类动物; 斗犬; 对高温高空环境不适的犬种如萨摩耶犬等)不得作为行李运输, 但残疾旅客携带进入客舱的服务犬不受此项限制。承运人有权决定小动物是否属于可运输的范围及宠物运输的方式, 并且有权限制一架飞机运输宠物的数量。

第四十一条 旅客携带小动物, 应符合下列规定:

(一) 装入质量与尺寸符合托运标准的容器, 并随附有效的检疫合格证明和疫苗接种证明。

(二) 必须具备中华人民共和国以及运输过程中有关国家运输动物出、入境和过境所需的有效证件;

(三) 事先经川航和有关连续承运人同意, 并按照川航及相关承运人的运输规定的办理。

第四十二条 旅客携带的小动物及容器和食物，应当作为托运行李交川航，并按逾重（超限）行李交付运费。除经川航特许外，不能带入客舱。

第四十三条

（一）服务犬是指为残疾人生活和工作提供协助的特种犬，包括辅助犬、导听犬、导盲犬。

（二）川航按第四十一条的规定，在满足川航运输条件的情况下，服务犬可在客舱内陪同具备乘机条件的残疾人；具备乘机条件的残疾人携带的服务犬必须具备中华人民共和国以及运输过程中有关国家运输动物出、入境和过境所需的有效证件，以及有效的检疫合格证明、疫苗接种证明和动物训练证明书、工作证或动物身份证。服务犬连同其容器和食物可以免费运输而不计算在免费行李额内。

第四十四条 除非川航有过失，川航对运输途中小动物的受伤、丢失、延误、患病或者死亡不承担责任。旅客应对运输上述小动物（包括服务犬）承担全部责任。如小动物因被拒绝入境或者过境而造成的受伤、丢失、延误、患病或者死亡，川航不承担责任。

第四十五条

（一）旅客应对小动物可能对其他旅客或机组造成的所有损害或伤害承担全部责任。

（二）如果小动物没有入境或经停国家或地区要求的所有必须的出境、入境、健康和其它有效文件，川航将不承担责任。携带该小动物的人必须赔偿因所需文件的缺失或不完整给川航造成的任何罚款、费用、损失或负债。

（三）在中途不降停的长距离飞行航班上或者在某种型号的飞机上，不适宜运输小动物，川航可以不接受运输。

第七节 行李交付

第四十六条 行李交付

（一）旅客应在“客票及行李票”上载明的目的点或者中途分程地点凭行李牌识别联领取行李。必要时，应交验“客票及行李票”。

（二）经川航同意旅客可在中途经停地点领取托运行李，但对已开始运输的逾重（超限）行李，未使用航段的已付运费不予退还。

（三）若旅客未立即领取行李，川航从行李到达的次日起向旅客收取行李

保管费。对于旅客行李中的易腐物品，川航有权在行李到达 24 小时后予以处理。

（四）川航凭行李牌识别联交付行李，对于领取行李的人是否确系旅客本人，以及由此造成的损失及费用，不承担责任。

（五）旅客未交验行李牌识别联而要求领取托运行李，领取行李人应当提供川航认可的证明，必要时填写川航规定的声明书，声明同意赔偿由此可能造成川航的损失。

（六）旅客在领取托运行李时未提出书面异议，即为该托运行李已完好交付并与运输凭证相符的初步证据。

第四十七条 无人认领的行李

自行李到达的次日起，超过 90 日仍无人认领，川航可按照无法交付行李的有关规定处理。

第四十八条 行李不正常运输的处理

（一）行李运输发生延误、丢失或损坏，川航或川航地面代理人应会同旅客填写《行李运输事故记录》，尽快查明情况和原因，并将调查结果答复旅客和有关单位。如发生行李赔偿，可在始发地点，经停地点或目的地点办理。

（二）因川航原因使旅客的托运行李未能与旅客同机到达，造成旅客旅途生活的不便，应给予旅客适当的临时生活用品补偿费。

第四十九条 行李赔偿

（一）赔偿限额

1、如果客票内未记录托运行李的重量，则用于计算赔偿额的行李重量不得高于该旅客相应舱位等级所享受的免费行李额。

2、按前述规定已办理声明价值的托运行李按所声明价值赔偿。如果所声明价值超过行李的实际价值，则按行李的实际价值赔偿。

3、适用于《蒙特利尔公约》的航线

（1）没有购物发票等充分证据证明的情况下，每名旅客托运行李和非托运行李的最高限额为每公斤 30 美元。

（2）如证据充分，则每名旅客托运行李和非托运行李的最高限额为 1131 特别提款权。

4、适用于《华沙公约》的航线

（1）赔偿限额为：每公斤 17 特别提款权。

（2）非托运行李的赔偿限额为 332 特别提款权。

5、特别提款权是指由国际货币基金组织规定的特别提款权，1个特别提款权价值约等于1.37美元，它的比价是浮动的，川航以实际承运旅客日期汇率折算等价货币。

（二）索赔和诉讼的时限

1、提出异议时限

（1）旅客在发现托运行李发生损失的情况下，须立即（书面）向川航提出异议，最迟不超过从收到行李之日起七天以内；在行李延误的情况下，任何异议最迟不得超过从行李应交付收件人保管之日起二十一天以内提出。

（2）任何异议必须以书面形式在上述规定的时限内提出，否则不能向川航提出索赔和诉讼。

2、索赔诉讼应在飞机到达的目的地之日起，或从飞机应该到达之日起，或从运输终止之日起二年以内提出。

第九章 班期时刻、航班取消及变更

第五十条 班期时刻

（一）川航将尽力按照公布的在旅客旅行之日有效的班期时刻，合理的运送旅客及其行李。

（二）除非损失是由于川航的故意或明知可能造成损失而轻率地作为或不作为所造成的，川航对其班期时刻表或其他公布的航班时刻中的差错或遗漏不承担责任。川航雇员、代理人或川航的代表就始发或到达时间、日期或任何航班飞行所作的解释仅作为参考，川航对此不承担责任。

（三）航班时刻表中载明的航班时刻或机型，在其公布之日与旅客实际开始旅行之日期间将可能发生变动，川航对该航班时刻或机型不予保证，而且该航班时刻或机型也不构成川航与旅客之间运输合同的组成部分。

（四）川航在接受旅客订票之前，将告知旅客当时有效的预订航班时刻，并在旅客的纸质客票或电子客票联上列明。在客票售出后，川航可能会更改航班时刻。如果旅客给川航提供了有效联系方式，川航应通知旅客航班时刻的变更。在旅客购票之后，如果川航对航班时刻做出重大变更而旅客不能接受，并且川航无法为旅客安排其可以接受的替代航班，可按照非自愿退票的规定办理退票。

第五十一条 航班取消及变更

（一）有下列情况之一的，川航可以不经事先通知，取消、终止、变更、

延期或者推迟航班飞行：

- 1、为了遵守国家的法律、政府规章和命令；
- 2、为了保证飞行安全；
- 3、其他无法控制或不能预见的原因。

(二) 由于以下川航原因之一，造成已定妥航班座位的旅客不能乘机，川航将按本条件第五十三条规定安排旅客。川航对此类旅客不加收任何费用：

- 1、临时更改航班机型；
- 2、除第五十二条列明的原因之外，临时取消航班；
- 3、川航取消旅客已定妥的座位航班，或者取消航班在旅客的目的地点或者中途分程地点降停，或者未能合理地按照班期时刻飞行，或者未能提供事先定妥的座位造成旅客改变航程。

第五十二条 非自愿变更航班的处理

(一) 旅客因第五十二条(一)所列原因未能成行，川航应当考虑旅客的合理需要并采取以下措施之一：

- 1、为旅客安排有可利用座位的川航后续航班。
- 2、征得旅客及有关承运人的同意后，办理签转手续。
- 3、变更原客票列明的航程，安排川航或其他承运人的航班将旅客运达目的地或中途分程地点；
- 4、按非自愿退票的规定办理。
- 5、协助安排旅客的膳宿，提供地面交通等。

(二) 根据《中国民用航空旅客、行李国际运输规则》，对于因第五十二条(二)原因造成旅客非自愿改变航程的，承运人还应当按规定免费为旅客提供休息场所、饮料、食品、膳宿或者其他承运人认为必要的服务。

第五十三条 自愿变更航班的处理

按照川航适用的业务通告处理。

第五十四条 川航将采取一切必要的措施来避免旅客以及旅客的行李延误。如川航已经采取了一切必要的措施或不可能采取该措施的，川航不承担责任。

第十章 客票变更

第五十五条 非自愿变更

(一) 乘坐川航航班的旅客，由于天气、空中交通管制等无法控制或不能预见的非川航原因以致航班取消、提前、延误、航班改变、衔接错失或不能提供旅客原已定妥的座位，川航应当考虑旅客的合理需要并采取以下措施之一：

- 1、为旅客优先安排有可利用座位的川航航班；
- 2、征得旅客及有关承运人的同意后，办理签转手续。

(二) 乘坐川航航班的旅客，由于机务维护、航班调配等川航原因以致航班取消、提前、延误、航班改变、衔接错失或不能提供旅客原已证实的座位，川航应当考虑旅客的合理需要并采取以下措施之一：

- 1、为旅客优先安排有可利用座位的川航航班；
- 2、征得旅客及有关承运人的同意后，办理签转手续；
- 3、变更原客票列明的航程，安排旅客乘坐川航和/或其他承运人的航班，或者双方认可的其它运输方式将旅客运达目的地或中途分程地点，票款、逾重（超限）行李费和其他服务费用的差额多退少不补。

第五十六条 自愿改变舱位等级、航班、日期按照川航适用的运价通告相关规定办理。

第五十七条 签转

(一) 旅客非自愿改变承运人，应征得旅客及有关承运人的同意后，办理签转手续。

(二) 旅客自愿要求改变承运人，在符合下列全部条件下，川航可予以签转：

- 1、旅客使用的票价无签转限制。
- 2、旅客要求变更的承运人与川航签有联运协议，可以相互填开或接收票证。

(三) 凡不符合本条（二）的旅客要求改变承运人，一律按自愿退票的规定办理。

(四) 川航销售代理人未经川航特别授权不得为旅客办理签转。

第十一章 退票

第五十八条 一般规定

(一) 由于川航未能按照运输合同提供运输或旅客自愿改变其旅行安排，对旅客未能使用的全部或部分客票，川航将按规定办理退票。

(二) 旅客要求退票，除遗失客票的情况外，必须凭纸质客票未使用的全部乘机联和旅客联、付款凭据，如客票为连续客票的应提供完整的连续客票，方可办理退票。对于电子客票，最迟应在开始旅行之日起（客票第一航段未使用的，从填开之日起）十三个月内办理且票联状态必须为 OPEN FOR USE，旅客提供付款凭据的情况下，才予以办理退票。

(三) 电子客票退票时必须提供已打印的行程单。

第五十九条 退票受款人

(一) 川航有权向客票上列明姓名的旅客本人办理退票。

(二) 当客票上列明姓名的旅客不是该客票的付款人，并且在客票上已列明了退票限制条件，川航按所列明的限制条件将票款退给付款人或者指定人。

(三) 旅客或付款人申请退票应出示本人有效身份证件；如申请退票人不是客票上所列明的旅客本人或付款人本人，应出示申请退票人的有效身份证件及旅客或付款人的有效身份证件及退款授权书。

(四) 川航按第五十九条规定将票款退给符合本条（一）、（二）、（三）款规定的人，视为正当退票；川航也随即解除责任。

第六十条 退票期限

旅客要求退票，最迟应在开始旅行之日起（客票完全未使用的，在填开之日起）十三个月内提出。逾期不予办理。

第六十一条 退票地点

(一) 旅客要求退票原则上应在原付款地办理退款，换开过的客票也可在换开地办理退款。旅客非自愿退票，可在原购票地、航班始发地、经停地、终止旅行地的川航售票处或引起非自愿退票事件发生地的川航授权销售代理人处办理。如因非自愿原因旅客在原出票地点以外的其它地点要求退款，接受异地退款的部门应取得原出票地点的授权，并根据原出票地点所提供的退款金额用当日的 BBR（银行买入价）换算成退款地货币退款。

(二) 持不定期客票的旅客要求退票，只限在原购票的售票处办理。

第六十二条 货币

旅客要求退票，必须符合原购票地点和退票地点国家的法律及其它有关规定。川航可按原收取票款的货币退款，也可按川航规定的其它货币退款。

第六十三条 非自愿退票

(一) 乘坐川航航班的旅客，由于天气、空中交通管制等无法控制或不能

预见的原因以及机务维护、航班调配等原因造成未按运输合同完成运输而使旅客申请退票，称为非自愿退票。

(二) 非自愿退票，按下列规定办理：

1、客票全部未使用，退还全部已付票款（含税款），不收取退票手续费。

2、客票已部分使用，从已付票款中扣除已使用航段上相应的散客或团体优惠或公布运价的金额及已使用的税款，其余与旅行中断地点至目的地点或者下一个中途分程地点并扣除适用的折扣和费用的单程票价相比较，取其高者退还旅客，不收取退票手续费，但所退票款不得超过已付票款的总额。

3、如班机在非经停点的其他航站降落，取消当日飞行，旅客要求退票，应退还由降落站至到达站与原实付票款相同折扣率或舱位的票款，但不得超过原付票款金额，不收取退票费。降落地至到达站票价，优先选择适用的承运人运价。如果降落站至到达站没有公布票价，则退还降落站至到达站之间其他交通工具的票款。在同一运输工具出现几种符合条件的运价时，选择中间水平的价格。

4、旅客自愿变更航班并支付变更费用后，其所变更的航班发生不正常时，旅客要求退票，不收退票费，但已付变更费用不退。

第六十四条 自愿退票

(一) 凡不属于第六十四条规定范围的退票，称为自愿退票。

(二) 自愿退票，按下列规定办理：

1、客票全部未使用，应从已付票款中扣除退票手续费，退还余额；

2、客票已部分使用，从已付票款中扣除已使用航段上相应的散客或团体优惠或公布运价的金额及已使用的税款，扣除退票手续费和误机费（如有）。如有余额，退还旅客。

3、持优惠票价客票的旅客要求退票，如该优惠票价对退款有特殊规定，退票应按该规定办理。

第六十五条 退款至信用卡或借记卡

如果旅客购票时使用信用卡或借记卡支付票款，则票款只能被退还到原卡帐户上。川航将根据本条规则以旅客原支付的客票金额与币种为基础计算退款额。由于货币兑换产生的差额，旅客无权向川航提出索赔。

第六十六条 拒绝退票：

除了非自愿退票外，有以下任何一种或一种以上情况的，有关单位应拒绝退

票：

- (一) 逾期未提出退票申请；
- (二) 申请时未能出示有效证件或票证；
- (三) 已使用部分的票价等于或高于全程票价时，剩余的乘机联，不能退款。
- (四) 客票上注明不得退票。

第六十七条 退回税款

退票时须一并退还旅客购票时缴交的尚未发生的税款。无余款可退或不得退票的客票，也可单独退还，且不扣除手续费，但需在退款期限内办理。

第六十八条 旅客因病退票，均按自愿退票规定办理。

第六十九条 如无特别说明，儿童按成人标准扣除退票手续费，婴儿不收取退票手续费。

第十二章 航空器上的行为

第七十条 如果旅客在飞机上的行为危及到飞机或飞机上任何人或财产的安全，或妨碍机组人员履行职责，或不遵守机组的指示，或有其他旅客有理由反对的行为，川航可以采取其认为必要的措施，以阻止该行为的继续，包括对旅客实施管束。旅客有可能在任何地点被要求下机并被拒绝续运，而且有可能因机舱内的不当行为被起诉。

第七十一条 便携式电子设备的禁用和限制

全程禁止旅客在机上使用锂电池移动电源（充电宝），有关便携式电子设备的禁用和使用限制详见四川航空官网。

第七十二条 航班禁烟

川航所有的航班均已禁烟，机上所有区域均不允许吸烟。吸电子烟和合成蒸汽吸烟装置也在禁止之列。

第七十三条 酒精饮料限制

飞机上，除川航供应的含酒精饮料外，不得饮用其他含酒精饮料。

第七十四条 安全带

当旅客在机上就座时，应按要求系好安全带。

第十三章 拒绝运输和限制运输

第七十五条 川航出于安全原因或根据自己合理的判断，认为属下列情形之一的，有权拒绝运输旅客及其行李：

（一）始发地、经停地、目的地或者飞越国家的有关法律、政策规定和命令禁止运输的。

（二）旅客的行为、年龄、精神或健康状况不适合航空旅行，或对其他旅客可能造成不适或引起反感；或对其自身或其他人员或财产可能造成任何危害或危险。

1、怀孕超过 9 个月（36 周及以上）的孕妇。

2、未满 14 天的初生儿。

3、已知患严重的传染性疾病，且无法出具其已采取必要的预防措施防止传染他人的医疗证明。

4、川航认为，该旅客的身体或精神条件有可能使其在没有乘务员的帮助下，无法理解或执行安全指示。

5、心智不健全者，其行为可能对自身、机组成员或其他旅客造成危险。

6、有醉酒或吸毒迹象者。

7、中毒或疑似中毒者。

8、要求静脉注射者。

9、不符合旅客运输安全规定的担架旅客。

10、不管是否有意，做出可能危及飞机或机上乘客安全的任何行为。

11、以前在航空运输过程中有过不良行为，并且川航有理由相信此种不良行为仍有可能再次发生；

（三）旅客未按规定支付适用的票价、费用及税款。

（四）旅客不遵守国家的法律、政策规定和命令，或不遵守川航的规定。

（五）旅客拒绝接受政府、机场和公司的安全检查。

（六）旅客不遵守有关安全或安保方面的指令。

（七）旅客不遵守机上禁烟或使用电子设备的规定。

（八）旅客拒绝遵守机组人员的指示。

（九）旅客未能出示国家的法律、政策规定、命令、要求或旅行条件所要求的有效证件。

（十）旅客未能出示有效的旅行证件；或者出示的有效旅行证件与购买电

子客票时使用的不是同一证件；或旅客无有效的旅行证件在过境国或地区寻求入境，或旅客在飞行中销毁旅行证件，或旅客拒绝按照机组的要求将旅行证件交由机组签收保管；

（十一）旅客出示的客票不是合法获得的，或不是从我们或我们的授权代理人购买的，或属已挂失或被盗的、或是伪造的，或旅客不能证明自己就是客票上载明姓名的人；

（十二）旅客未能遵守本条件关于票联接顺序使用的规定，或者出示的客票不是由川航或川航的授权销售服务代理人填开或更改的，或者客票已被损毁；

第七十六条 对被拒绝运输旅客的安排

（一）旅客由于第七十六条（一）、（二）款原因被拒绝运输而要求退票，川航按本条件第六十四条规定办理。

（二）旅客由于第七十六条（三）款原因被拒绝运输的旅客，应补付不足的票款、费用和税款后，由川航安排运输；如旅客要求退票，则按本条件第六十四条的规定，在原出票地点办理退款。

（三）旅客由于第七十六条（四）、（五）、（六）、（七）、（八）、（九）、（十）款原因被拒绝运输而要求退票，川航按本条件的第六十五条的规定办理，并扣除所提供服务的费用。

（四）对由于第七十六条（十一）、（十二）款原因被拒绝运输的旅客，川航保留扣留其客票的权利。

第七十七条 限制运输

除残疾人运动会及政府有关文件规定之外，无自理能力人、婴儿、孕妇、残疾人、患病旅客或押解接受司法和行政强制措施的人员等需要特殊服务的旅客，必须在定座时提出申请，只有在符合川航规定的条件下，经川航预先同意并做出安排后方给予承运。

第十四章 附加服务安排

第七十八条 如果我们为您安排由第三方提供的航空运输之外的服务，或者我们为您出具地面运输、旅馆预订或者车辆租赁等由第三方提供的（非航空的）运输或者服务的票证或者收款凭证，在安排上述附加服务时，我们仅作为您的代理，而对于您能否得到此类服务及其服务质量不承担责任。第三方服务提供者的条款和条件适用于该服务。

如果我们也向您提供地面运输,本条件不适用于该地面运输。

第十五章 行政手续

第七十九条 旅客必须遵守出发地国家、过境国、到达地国家的所有法律、规定、命令、要求、旅行条件以及川航有关规定。对于任何川航的代理人或雇员向旅客为获得必要的文件和签证,或为遵守上述法律、规定、命令、要求和条件而提供的任何帮助或信息,川航不承担责任;对于因此导致旅客不能获得此类文件或签证,或因此未能遵守有关法律、规定、命令、要求、条件或规则,川航也不承担任何责任。

第八十条 旅客应出示有关国家的法律、规定、命令、要求或条件所要求的出境、入境、健康和其他必要文件,并允许川航持有和保留其副本。对于为遵守国家法律、规定、命令、要求或条件;或旅客证件不符合要求的;或不允许川航持有和保留其证件副本的旅客,川航保留拒绝载运的权利。

第八十一条 川航遵照政府的命令将被拒绝过境或入境的旅客运回至始发地点或其它地点时,该旅客应支付所产生的费用。川航可用已付给川航的未被使用的航段票款,或旅客已支付给川航的任何资金来抵付此费用。已收取用于运送至拒绝入境点或遣返点的费用,川航将不办理退款。

第八十二条 如果由于旅客未能遵守有关国家的法律、规定、命令、要求和旅行条件或未能出具所要求的文件,导致川航被要求支付或抵押罚金或负担任何的开支,旅客应按川航的要求偿还川航已付的费用或抵押金和全部因此而产生的费用。为支付这些费用川航可以使用旅客已支付给川航的未使用航段票款或该旅客已支付给川航的任何资金。

第八十三条 海关和其他政府官员需要检查旅客的行李时,旅客应当到场。对旅客未能遵守此要求而遭受的任何损失,川航不承担责任。

第八十四条 旅客应接受政府或机场官员或川航的任何安全检查。

第十六章 旅客服务

第八十五条 除另有规定外,机上供应的餐食由川航免费提供。但川航不能保证提供超过规定的品种和数量的餐食服务。

第八十六条 除非另有规定,川航不为旅客提供机场区域内、机场与机场之间或机场与市区之间等地面运输。对于此项服务提供者的行为,或任何川航

代理人或代表为旅客取得此项服务给予的任何的帮助，川航不承担责任。

第八十七条 旅客在联程航班衔接地点的地面膳宿费用，应由旅客自理。

第八十八条 在航空运输过程中，旅客发生疾病时，川航应积极采取措施，尽力救护。

第八十九条 不正常航班的服务

（一）由于川航机务维护、航班调配、机组等原因，造成航班在始发地点延误或取消，川航应按其规定向旅客提供餐食或住宿等服务。

（二）由于非川航原因包括但不限于天气、突发事件、空中交通管制、机场原因以及旅客等原因，造成航班在始发地点延误或取消，川航应协助旅客安排餐食或住宿，费用由旅客自理。

（三）航班在经停地点延误或取消，无论何种原因，川航均应负责向经停旅客提供膳宿服务。

（四）航班延误或取消时，川航及川航地面服务代理人应做好解释工作，并迅速及时将航班延误或取消等信息通知旅客。

第十七章 连续承运人

第九十条 由几个连续的承运人根据一本客票或连续客票共同承担的运输，视为一个单一运输。

第十八章 损失赔偿责任

第九十一条 川航对旅客的运输责任受本运输条件约束，与旅客航程有关的其它承运人对旅客的运输责任受其各自的运输条件约束。

第九十二条 在运输过程中，川航仅对发生在川航承运的航班上的损失承担责任。如果川航为其它承运人的航班（含非川航实际承运的代码共享航班）填开客票或者办理托运行李，仅作为该承运人的代理人，并履行告知乘客实际承运人的义务，但是，对于托运行李，旅客可以向客票或行李票上列明的第一或者最后承运人索赔。对于非川航实际承运的航班（含代码共享航班），如发生航班变更、延误、取消、超售、行李破损或丢失、人身损害等情况，由实际承运人承担相应的赔偿责任，川航可协助旅客联系实际承运人。

第九十三条 对于因川航遵守适用的法律、政府规则 and 规定，或由于旅客不遵守上述法律、政府规则 and 规定而给旅客造成的损害，川航不承担责任。

第九十四条 除本条件另有规定外,按照适用公约的规定,川航对旅客可补偿的损害仅限于经证实的损失和费用。

第九十五条 如果损害是由于旅客的过失造成或者促成的,应当按照适用的法律,相应免除或者减轻川航对损失承担的责任。

第九十六条 川航的运输合同,包括本条件以及免除或限制责任的条款,同样适用于川航的授权代理人和受雇人。在任何情况下,从川航及川航的授权代理人和受雇人获取的赔偿总额不得超过川航的责任限额。

第九十七条 除非有明确规定,本条件不应使川航放弃适用根据公约或适用法律的任何免除或限制川航责任的规定。

第九十八条 川航对因旅客的身体状况引起或者加重的任何疾病、受伤或致残,包括死亡,不承担责任。

第九十九条 川航对因旅客的行李或内装物品导致的任何损害不承担责任。旅客的行李或内装物品对他人、他人的财产包括其它行李或其内装物品和川航的财产造成损害的,旅客应当承担责任。

第一百零条 川航对于根据本条件第二十九条所规定的不允许放在托运行李中的物品,无论其损害如何,均不承担责任。

第一百零一条 关于赔偿责任限额的适用

属于公约界定的国际运输,应当适用公约的责任规则。不属于公约界定的国际运输,对由于运输造成的旅客和行李的任何损害,我们按照《蒙特利尔公约》的相关规定承担赔偿责任。

第一百零二条 公约关于赔偿责任限额的规定

(一) 《华沙公约》及《海牙议定书》

对旅客伤亡的赔偿责任限额不超过二十五万法国金法郎或等值货币。

(二) 1999年《蒙特利尔公约》

1、对每名旅客不超过11.31万特别提款权的旅客伤亡赔偿责任,适用公约第二十条和第二十一条第一款的规定。

2、对于产生的损害赔偿每名旅客超过11.31万特别提款权的部分,承运人证明有下列情形的,不应当承担责任:

(1) 损失不是由于承运人或者其受雇人、代理人的过失或者其他不当行为、不作为造成的;或者

(2) 损失完全是由第三人的过失或者其他不当行为、不作为造成的。

第十九章 生效与修改

第一百零三条 本条件自发布之日起生效并实施。

第一百零四条 川航有权依照中国民航局规定的程序，不经预先通知修改本条件中的任何条款。但此修改不适用于修改前已经开始的运输。

第一百零五条 川航的代理人、雇员或代表均无权变更、修改或放弃本条件中的任何条款。

第一百零六条 本条件解释权属四川航空股份有限公司。

General Conditions of International Carriage for Passengers and Baggage



四川航空
SICHUAN AIRLINES

Statement of the General Manager

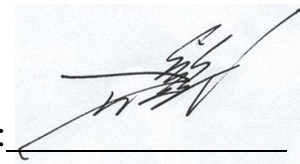
General Conditions of International Carriage for Passengers and Baggage of Sichuan Airlines is developed in accordance with Montreal Convention, Warsaw Convention, *Civil Aviation Law of the People's Republic of China*, *Civil Aviation Regulations on International Carriage for Passengers and Baggage*, *Operation Certification: Large Airplanes Air Carrier (CCAR-121)*, *Dangerous Goods Regulations* and other current applicable laws, rules and regulations.

General Conditions are one part of the contract of international carriage for passengers of Sichuan Airlines, the regulatory document at company level of Sichuan Airlines, and the described guidelines, policies, provisions and standards of international carriage of passengers and baggage are the tenet and criteria all staff and ground service agent must abide by in ticketing and ground service of international carriage for passengers. Each department and person engaged in international carriage for passengers and baggage, including branch, sales department, representative office and ground agent, must strictly follow and carry out the *General Conditions*.

The issuance of *General Conditions* will instruct and improve the standardization, normalization and programming of ticketing, check-in service, and baggage transportation etc. in the international passenger carriage of Sichuan Airlines, and ensure constant improvement of flight operation safety, regularity and service of Sichuan Airlines.

Sichuan Airlines

General Manager:



01/12/2017

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Chapter 1 Definitions

Article 1 The following terms used in *General Conditions of International Carriage for Passengers and Baggage* of Sichuan Airlines Co., Ltd (hereafter referred to as “the Conditions”) are defined as follows unless otherwise specified:

(1) **SCAL** refers to Sichuan Airlines Co., Ltd. On the ticket, the word code of Sichuan Airlines is 3U.

(2) **Convention** refers to whichever of the following instruments that is applicable: The Convention for the Unification of Certain Rules Relating to International Carriage by Air (“Warsaw Convention” for short), signed at Warsaw, 12 October 1929; The Warsaw Convention as amended at The Hague (“Hague Protocol” for short) on 28 September 1955; and The Convention for the Unification of Certain Rules for International Carriage by Air (“Montreal Convention” for short), done at Montreal on 28 May 1999.

(3) **International Carriage** refers to air carriage in accordance with air carriage contract between SCAL and the passenger, whether there is a break or transfer in the transportation or not, of which the origin, appointed stopover or destination is not located in the People’s Republic of China.

(4) **SCAL’s Regulations** refers to rules, other than the Conditions, published by SCAL and in effect on date of publication, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

(5) **Carrier** refers to the public air carriage company which issues air tickets, carries or undertakes to carry the passengers and baggage listed in air tickets.

Ticketing Carrier refers to the carrier whose numeric code is indicated in flight coupon or valuable coupon of electronic ticket sales. Ticketing carrier shall be the controller and authorizer of electronic ticket sales.

Marketing Carrier refers to the carrier whose airline designator code is recorded in flight coupon or valuable coupon of electronic ticket as the carrier that operates.

Operating Carrier refers to the carrier that performs the actual air carriage and

additional services. When there are certain bilateral agreements, such as code sharing agreement, operating carrier and marketing carrier may not be the same.

(6) **Authorized Sales Service Agent** refers to a passenger transport sales agent enterprise, which has been authorized by SCAL to represent SCAL in the sales of SCAL air transport service (products) within the authorized limits.

Authorized Ground Service Agent refers to an enterprise, which has been authorized by SCAL to provide ground service agent business for the passengers and baggage of the flight that SCAL actually operates within the authorized limits.

(7) **Passenger** refers to any person, except for the crewmembers, carried or to be carried in a civil aviation aircraft with the consent of SCAL.

(8) **Child** refers to any person with the age from 2 to 11 years old on the date of commencement of travel.

(9) **Infant** refers to any person with no less than 14 days after birth, but is under the age of 2 on the date of commencement of travel (do not transport the infant within 14 days after birth).

(10) **Ticket** refers to entitled document issued or accepted by the carrier or its authorized agent, including paper ticket and electronic ticket. A paper ticket refers to the "Passenger Ticket and Baggage Check" issue by the carrier or on behalf of the carrier, and includes the conditions of contract, statement and notices and the flight and passenger coupons contained therein. An electronic ticket refers to the entitled carriage document issue by the carrier or its authorized agent in electronic data form and is the electronic substitution of paper ticket.

(11) **Conjunction Ticket** refers to a ticket issued by one carrier in conjunction with another ticket which together constitutes a single contract of carriage.

(12) **Flight Coupon** refers to that portion of the ticket that bears the notation "good for passage", or in the case of an electronic ticket, refers to flight information stored in the airlines database in the form of electronic data, and indicates the particular places between which you are entitled to be carried.

(13) **Passenger Coupon** or **Passenger Receipt** refers to the portion of ticket

issued by or on behalf of SCAL and which is so marked and ultimately to be retained by passenger .

(14) **Itinerary/Receipt** refers to a document the carrier issues as a Ticket to passengers traveling on electronic tickets that contains the passenger's name, flight information etc., and will not be used as document for airport security check and boarding. Each electronic ticket has one itinerary, which should be printed within one month after the departure of the flight. The passengers should properly keep the ticket for the case of refund.

(15) **Day** refers to calendar days, including all seven days of the week. Provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for the purposes of determining duration of validity, the day upon which the ticket is issued, or the day upon which flight commenced, shall not be counted.

(16) **Tariffs** mean the fares, charges and relevant carriage rules published by carriers. When necessary, tariffs must be approved by relevant departments.

(17) **Normal Fare** refers to the highest fare established for a business, premium economy class, and economy class of valid adult fare. Children's fare and infants' fare that are established as a percentage of a normal fare are also considered to be normal fares.

(18) **Special Fare** refers to any fare other than a normal fare.

(19) **Reservation** refers to the reservation of seat and service class, or the weight and size of baggage appointed by passenger.

(20) **Endorsement** refers to change of marketing carrier.

(21) **Change fee** refers to the charge for passenger's voluntary request of changing their original flight reservation, including flights, date, cabin and validity, etc.

(22) **Overbooking** refers to that the seats have been sold exceed the available seats of the flight before check in.

(23) **Spillage** refers to the spillage of passengers on a flight because of the aircraft type change or flight mergence caused by machinery or aircraft readjustment and etc.

(24) **Code-Sharing Flight** refers to some flights of which there is an agreement between SCAL and other carriers, which is called “code-sharing”, which refers to the case that even though the passenger books the flight with the name of SCAL or the airlines code (3U), he/she may take the civil aviation aircraft actually operated by another carrier. When this situation occurs, SCAL will inform passengers of the actual carrier when passengers book the flight.

(25) **Agree Transition Point** refers to the point of stay, other than the origin and destination, stipulated in the ticket or flight schedule of carrier.

(26) **Stopover** refers to a scheduled stop at a certain point between origin and destination arranged by passenger and with the consent of carrier in advance.

(27) **Special Drawing Rights (SDRs)** refers to SDRs specified by International Monetary Fund (IMF).

(28) **Deadline time for check-in** refers to the latest time stipulated for passenger by operating carrier to finish the check-in formalities and claim the boarding pass.

(29) **Actual departure time** refers to the time of the clearance that the flight crew receives from the ATC to remove the last block of the aircraft. The scheduled departure time refers to the time authorized by the flight schedule management unit, which is published in the flight schedule sheet and listed on the ticket by the airlines.

(30) **No-show** refers to passenger’s failure to board the aircraft because they fail to finish check-in formalities before stipulated check-in deadline or because their travel documents don’t meet the requirements.

(31) **Mis-catch** refers to passenger’s failure to board the aircraft after finishing check-in formalities at the origin airport or transit airport.

(32) **Wrong Boarding** refers to passenger’s boarding a flight different from the one listed in the ticket.

(33) **Baggage** refers to such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip, and includes both checked and unchecked baggage of the passenger.

(34) **Baggage Check** refers to those portions of the ticket, which relate to the carriage of the passenger's check-in baggage.

(35) **Checked Baggage** refers to baggage of which carrier takes sole custody from passengers with a baggage check and for which carrier has issued a baggage identification label.

(36) **Unchecked Baggage** refers to any baggage of the passenger other than checked baggage and under custody of the passenger, including carry-on baggage and seat-taking baggage.

(37) **Baggage Tag** refers to a document issued by carrier solely for identification of checked baggage.

(38) **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 incidental thereto performed by carrier.

(39) **Force Majeure** refers to an unusual and unforeseeable circumstance beyond control, the consequences of which could not have been avoided even if all due care had been exercised.

Chapter 2 Applicability

Article 2

(1) General Rules

1. Except as provided in (2), (3) and (4) of this article, these conditions apply to all international transport of passengers and baggage with civil aviation aircraft operated by SCAL for charges and the code sharing flight or flight leg that SCAL acts as the actual carrier.

2. These conditions also apply to gratuitous and reduced fare carriage except to the extent that SCAL has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.

3. These conditions also apply to the special international services except that government has provided applicable regulations, or that SCAL has provided

otherwise in the relevant contracts, passes or tickets.

4. Code sharing

SCAL exercises code sharing with other carriers on some flight, which refers to that you may get on an airplane of another carrier with the ticket of SCAL. In this case, when you reserve the seat, we will notify you about the actual carrier.

5. Miscellaneous Conditions

1) These Conditions of Carriage refer to transportation between Mainland China and Hong Kong SAR, Macao SAR, and Taiwan region.

2) These Conditions of Carriage are written in the Chinese and English languages. If there is any discrepancy between these two versions, the Chinese version shall prevail.

(2) If carriage is performed pursuant to SCAL charter agreement, the Conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket into the contract of carriage.

(3) To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and any applicable laws, government regulations, orders or requirements, such provision shall not apply. The invalidity of any such provision shall not affect the validity of any other provision contained or referred to herein.

(4) Except for special agreements as provided in specific contract, in the event of inconsistency between these Conditions and SCAL's regulations, the Conditions shall prevail.

Chapter 3 Tickets

3.1 General Rules

Article 3 The ticket constitutes prima facie evidence of the contract of carriage between SCAL and the passenger named on the ticket. SCAL will provide carriage only to the passenger holding such ticket issued by SCAL or the airlines that have signed interline agreement with SCAL. SCAL can request passengers to present

corresponding effective identification certificate. The conditions of contract contained in the ticket are a summary of some of the provisions of these conditions of SCAL.

Article 4 A ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried there under or to a refund in connection therewith, SCAL 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.

Article 5 Some tickets are sold at Special fares which may be partially or completely non-refundable. You shall choose the fare that best suits to your needs.

Article 6 Requirements for Ticket Using

(1) In the event of using a paper ticket, a person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with SCAL's Regulations and containing the flight coupon for the flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by SCAL or its authorized agents.

(2) SCAL will honor flight coupons only in sequence from the place of commencement of travel as shown on the ticket.

(3) Passenger's name on the ticket must be the same with the identity information provided by the passenger; passengers shall present the effective travel certificate used for purchasing the ticket, otherwise SCAL has the right to refuse carrying the passenger.

(4) For electronic tickets, if the coupon of the sector which passenger requests to check in is not unused and valid, SCAL has the right to refuse carrying the passenger.

(5) Each flight coupon or electronic coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons or electronic coupons are issued without a reservation being specified thereon, SCAL or its authorized agents will reserve the space on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

Article 7 The name of carrier on the ticket may use abbreviation code.

3.2 Period of Validity

Article 8

(1) A normal fare ticket is valid for carriage for one year from the date of commencement of travel, or if no portion of the ticket is used or the ticket is an open ticket, from the date of issuance thereof.

(2) The validity of a ticket is counted from the midnight (included) on the date of commencement, or from the midnight (included) on the date of issuance, till the 24 hours (not included) on the date of expiration.

(3) Passenger must finish all the sectors listed in the ticket within the period of validity. If the special fare ticket has special stipulation on travel dates, passenger must finish all the sectors listed within the period of validity stipulated.

(4) Period of validity of tickets with more than one sector shall be calculated from the date of commencement of the first travel under the ticket.

3.3 Extension of Validity

Article 9

(1) If a passenger is prevented from traveling within the period of validity of the ticket because of one of the following reason by SCAL, the validity of such passenger' ticket will be extended until SCAL's first flight on which space is available in the class of service for which the fare has been paid.

1. SCAL cancels the flight on which the passenger holds a reservation;
2. SCAL omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
3. SCAL fails to operate a flight reasonably according to schedule;
4. SCAL causes the passenger to miss a connection of reserved flight;
5. SCAL changes the class of service;
6. SCAL is unable to provide previous reserved seat.

(2) If a passenger holding normal fare ticket or special fare ticket with same validity as normal fare ticket is prevented from traveling within the period of validity of the ticket because SCAL fails to provide the flight seat of the ticket for the passenger, the validity of such passenger's ticket will be extended until SCAL's first flight on which space is available in the class of service for which the fare has been paid, but may not exceed 7 days.

(3) When a passenger after having commenced his or her journey is prevented from traveling within the period of validity of the ticket by reason of illness, he/she shall present the medical certificate issue by SCAL-accepted medical organization(county, city level or equivalent level) before specified flight takeoff time, SCAL will decide whether to extend the period of validity of such passenger's tickets and tickets of the passenger's accompanying persons in accordance with SCAL's regulations applicable to the fare paid.

(4) In the event of death of a passenger enroute, the tickets of his or her accompanying persons may be modified by extending the validity, or refunded in accordance with involuntary refunds regulations. Any such modification and refund shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period longer than 45 days from the date of death shown on the death certificate.

3.4 Loss of Paper Ticket

Article 10 General Rules

Passenger shall be liable for the loss of unused tickets, flight coupons, miscellaneous charges orders or exchange coupons of MCO, or any other documents for transportation. SCAL will not be responsible for any effect on such passenger's itinerary. SCAL will decide whether or not to refund, replace such documents in accordance with its concerned regulations and certain condition. Passenger has no right to claim that SCAL must refund or replace such tickets or documents.

Article 11 Report of Loss of Ticket

(1) In case of loss or mutilation of a ticket, or part thereof, or non-presentation of a ticket containing the passenger coupon and all unused flight coupons, the passenger must report in writing to SCAL or its authorized agents. Such passenger shall complete the form of “Application of Lost Ticket”. Formalities of reporting the loss of group tickets must be done before the deadline time of check-in. Report of loss cannot be done on tickets of charter flights.

(2) When reporting for loss of a ticket, the passenger must present his/her valid identity document, advise the date and place of issuance and the agent coupon or its copy of the original ticket, and present proof of loss issued by the public security department where the ticket is lost and other data or proof satisfactory to SCAL. If the reporter is not the passenger, valid identity documents of the reporter and the passenger must be presented.

(3) The application for report of loss of a ticket shall be handled as soon as possible within the period of validity of the ticket.

(4) If someone other than the person entitled to be carried or to be refunded has traveled with or refunded the ticket, SCAL shall not be liable to the person so entitled.

Article 12 Re-issuance of Lost Ticket and Deadline for Refunding

(1) On principle, a fixed ticket, once lost, cannot be allowed to be reissued. But on special occasions, after it's approved by SCAL's direct sales department which deals with the loss report, and after the passenger provides proofs in accordance with Article 11 of the Conditions confirmed by SCAL, it is allowed to reissue a ticket on original flights if the following requirements are met:

1. Passenger fills Application of Loss Report for tickets of Sichuan Airlines Co, Ltd.

2. Passenger declares to agree to compensate for any damage caused thereby to SCAL, including the damage caused by others' using or refunding the lost ticket, and the necessary lawsuit fees.

(2) An open ticket or MCO, once lost, can only applied for refund and cannot be

applied for re-issuance.

(3) SCAL has the right to refuse to reissue lost tickets which have not been confirmed. In that case if passenger requests to continue to travel, passenger shall purchase a new ticket at fares applicable then.

(4) The deadline for refunding tickets purely operated by SCAL is 60 days after 13 months from the date of commencement of travel, or the date of issuance if no portion has been used; if any sector is operated by another carrier than SCAL, the deadline for refunding is 60 days after 18 months from the date of commencement of travel; Within this period, if someone other than the person entitled to be carried or to be refunded has traveled with or refunded the ticket, SCAL shall not be liable to refund to the person so entitled.

(5) If printed itinerary of e-ticket is lost because of reasons of passengers, according to Temporary Regulations on Itineraries of E-tickets of Air Carriage, it cannot be re-printed.

3.5 Sequence and Usage of Coupons

Article 13

(1) Ticket purchased by passenger is only applicable for the transportation from the origin to destination via the any agreed transition point as listed on the ticket. The fare paid by passenger is based on SCAL's tariff rules and the transportation listed on the ticket. Fare is the basic content of the transportation contract between SCAL and passenger.

(2) Coupons of ticket must be used in the sequence listed on the ticket. Coupons that have been used not in sequence shall be refunded according to the refund restrictions of SCAL's tariff rules within the period of validity.

(3) If passenger wishes to change any aspect of transportation, he/she must contact SCAL in advance. The fare for passenger's new transportation will be re-calculated and passenger will be given the option of accepting the new price or maintaining his original transportation as ticketed. If passenger is required to change

any aspect of transportation due to Force Majeure, passenger must contact SCAL as soon as practicable and SCAL will use reasonable efforts to transport passenger to the next stopover or final destination.

(4) If passenger changes his transportation without SCAL's agreement, SCAL will assess the correct price for passenger's actual travel. Passenger will have to pay any difference between the price paid and the total price applicable for the revised transportation.

(5) Some changes on the content of transportation such as changing the place of departure or reversing the direction of travel, can result in an increase of price. Many fares are valid only on the dates and for the flights shown on the ticket and may not be changed at all, or only upon payment of an additional fee.

(6) Each flight coupon contained in a ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved, as shown in the flight coupon. When a ticket is originally issued without a reservation being specified, space may be later reserved subject to SCAL's tariff rules and the availability of space on the flight requested.

(7) If passenger does not show up for any flight, for which he/she is holding a reservation, without advising SCAL in advance, SCAL may cancel passenger's return or onward reservations as shown in the ticket.

3.6 Over-booking

According to the common practice of international civil aviation industry, SCAL may make suitable over-booking on some flights. Under particular circumstances, it may result in some passengers' failure to travel on flights as arranged. When there is not enough space, SCAL will seek for passengers voluntary to disembark and will help them check in on priority. For passengers who cannot travel due to over-booking, SCAL will do its best to arrange them on the soonest available flight, and will give a certain amount of compensation.

Chapter 4 Fares, Fees and Charges

Article 14 Application of Fares

(1) Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include fees for ground transport service and additional services.

(2) The applicable fare refers to the fair published by SCAL and combination fare specified by SCAL if no fare is published. The applicable fare is the fare for the flights in effect on the date of commencement of the carriage covered by the first coupon of the ticket.

(3) Once the ticket is issued, if the fare is adjusted, the payment remains the same. If the passenger requests to change the flight or date, the fare to be charged may be affected.

(4) A special fare ticket is subject to the conditions specified thereof.

Article 15 Routing

Fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, SCAL or its authorized agent may determine the routing.

Article 16 Taxes, Fees and Charges

Any tax, fee or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be paid by the passenger and collected by airlines at the time of ticket issuance.

On purchasing a ticket, passenger will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance. If there is an increase in the applicable tax or a new tax, fee or charge is imposed after ticket issuance, passenger will be obliged to pay it. Likewise, in the event any taxes, fees or charges which passenger has paid

to SCAL at the time of ticket issuance are eliminated or reduced, passenger may be entitled to a refund of any such taxes, fees or charges as have been eliminated or reduced.

Fuel surcharge and air insurance surcharge are published and charged by the carrier according to relevant regulations of the State or region. Infants are exempt from fuel surcharge; children are charged the same amount of fuel surcharge as adults.

Article 17 Payment

Fares and charges are payable in any currency acceptable to SCAL. When the currency paid is not the currency of published fare, passenger shall pay according to the exchange rate specified by SCAL. Unless otherwise agreed by SCAL and passenger, fares and charges are all paid in cash.

Chapter 5 Reservations

Article 18 Reservation Requirements

(1) Reservations are not confirmed until recorded as accepted by SCAL or its authorized agents. Reservations shall be tentative unless and until the passenger makes payment by the time fixed by SCAL according to the formalities specified by SCAL, and SCAL or its authorized agents have issued a validated ticket for the carriage for such space is reserved and issued the related flight coupon to the passenger.

(2) According to SCAL's regulations, certain fares may have conditions that will limit or exclude the passenger's right to change or cancel reservations.

(3) SCAL keeps the right to suspend reservations for a certain flight when it is necessary.

Article 19 Special Passengers

(1) Passengers who need accompanying due to operation, safety and security reason (e.g., infants, children, the old, invalid, and person under escort etc.) must be booked in the same compartment as that of the accompanying person.

(2) A special passenger is someone, during the flight, to be accorded courteous reception; or needing special care on account of his or her physical or mental conditions; or acceptable for carriage in certain conditions. The reservation may be accepted after SCAL and other carriers concerned consent to the carriage of such special passengers.

Article 20 Ticketing Time Limits

If a passenger has not paid for the ticket prior to the specified ticketing time limit, SCAL may cancel the reservation.

Article 21 Personal Data

(1) The personal data provided by passenger to SCAL is intended for reservation and arrangement of related carriage service. Therefore, passenger authorizes SCAL to retain his/her personal data and transmit the data to related SCAL departments, other carriers concerned, or service provider concerned, or organizations authorized by laws and regulations. The objects may be in any country. SCAL will keep the personal files provided by passengers in great confidentiality.

(2) The validity period of valid document provided by passenger shall at least be 6 months since the date of commencement of travel. Passenger shall be liable for the authenticity of such data. SCAL will not be responsible for verification.

(3) If passenger refuses to provide such data, SCAL may refuse for carriage.

Article 22 Cancellation of Reservation

(1) Application for change or cancellation of reservation must be raised within the valid period stipulated by SCAL. When fares have correspondent restrictions, passenger's change or cancellation of reservation shall be subject to such restrictions.

(2) If passenger does not use his/her reserved seat without advising SCAL or its authorized agents in advance, SCAL may cancel passenger's return or onward reservations as shown in the ticket; and collect service fee from such passenger.

Chapter 6 Ticketing

Article 23 General Rules

(1) Passenger can purchase tickets at the sales office of SCAL or SCAL's authorized agencies, or at SCAL's websites. Passenger can inquire or purchase ticket at SCAL's hotlines:

SCAL's websites: <http://www.sichuanair.com>

SCAL's hotlines: 95378, 028-88888888

SCAL's hotlines for direct sales: 95378、028-88888888

(2) Passenger shall fill up the Reservation Form for Passengers, providing valid identity document information of his/her own or other valid identity documents produced by public security departments; meanwhile passenger must ensure such information is the consistent with that of the documents during check-in, ensure the validity period of his/her passport is at least 6 months since the date of commencement of travel, and clearly notice the different route and class tariff, endorsement, and refund regulations.

(3) SCAL has the right to request passenger produce his or her valid passport or other traveling documents, but will not bear responsibility for the authenticity and the validity of such documents.

(4) When purchasing a ticket for child or infant, a valid birth certificate must be presented.

(5) When purchasing a ticket for a passenger seriously sick or over 32 weeks pregnant, passenger shall provide a valid medical certificate issued by a county or city level medical department or equivalent medical department level for such carriage that is accepted by SCAL. SCAL will not accept a passenger who is over 36 weeks (included) pregnant for transportation.

(6) Each passenger shall respectively hold his/her own ticket.

(7) Passengers less than 5 years old must be accompanied by a passenger over 18 years old and with full capacity for civil conduct. Children accompanied by an adult should buy the ticket of the class service level same with his/her accompany.

(8) SCAL or SCAL's authorized agencies shall sell one-way, consecutive, or round-trip tickets according to the request of passengers.

(9) The sales venues or websites of SCAL or SCAL's authorized agencies shall provide necessary materials such as flight timetable, flight map, air tariffs, passenger information, etc.

Chapter 7 Check-in and Boarding

Article 24 General Rules

(1) The passenger shall arrive at the airport within the time limit stipulated by SCAL, and go through boarding formalities of ticket inspection, baggage consignment and boarding pass claiming on time with ticket and personal valid identification certificate.

(2) If the passenger fails to arrive on time at the check-in counter, or fails to arrive at the boarding gate before the stipulated boarding gate closure time, or fails to show his/her valid identification certificate and transport certificate, or he/she is not ready to travel, SCAL may cancel the space reserved for the passenger and will not delay the flight. SCAL is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article. If the passenger wishes a refund, the amount of such refund shall be processed in accordance with the voluntary refund regulations.

(3) Check-in deadline time varies at every airport; if passengers do not understand the check-in deadline time of SCAL flight departure airport, they shall consult sales staff in advance or search on SCAL official website <http://www.sichuanair.com>. Passengers shall reserve enough time for check-in formalities. If passenger fails to complete boarding formalities before stipulated flight check-in deadlines, SCAL has the right to cancel passenger's reservation.

(4) SCAL and SCAL's ground handling agencies shall open check-in counters in time, accept valid tickets produced by passengers, and process check-in formalities quickly and correctly. In check-in, it shall carefully check the validity of passenger's passport (at least 6 months since the date of commencement of travel), visa or endorsement.

(5) Before boarding, passengers and their baggage and hand-carry items must go

through security check.

Article 25 Arrangement of Seats

(1) SCAL will endeavor to honor advance seating requests, however, SCAL cannot guarantee any particular seat, and only is responsible to provide passenger seat according to his/her reserved class.

(2) For operational, safety or security reasons, the passenger needing to be accompanied shall be seated next to his/her accompanying persons. SCAL reserves the right to assign or reassign seats at any time, even after boarding of the aircraft.

(3) Seats near the aircraft's emergency exits shall be specifically arranged by SCAL.

Article 26 Mis-catch or Wrong Boarding

(1) If mis-catch happens due to reasons of passengers, ticket shall be dealt according the rules of voluntary refund.

(2) If mis-catch happens due to reasons of SCAL, SCAL shall arrange passenger to travel on the soonest flight; if passenger requests for refund, it shall be dealt according to rules of involuntary refund.

(3) If passenger boards a wrong flight and the passenger requests to stop traveling at the destination of the flight boarded, no extra fee shall be charged and no fee shall be refunded.

(4) If wrong boarding happens due to reasons of SCAL, SCAL shall arrange passenger to travel on the soonest flight to the destination listed on passenger's ticket; no extra fee shall be charged and no fee shall be refunded. If passenger requests for refund, it shall be dealt according to rules of involuntary refund.

Chapter 8 Baggage

8.1 General Rules

Article 27 Baggage carried by SCAL, is divided into checked baggage and un-checked baggage according to the carriage responsibility.

Article 28 Items Unacceptable as Baggage

Passenger shall not include in his or her baggage (both checked baggage and unchecked baggage) or carry on to the cabin:

(1) Items that do not constitute baggage as defined in paragraph 33 of Article 1 in Chapter 1 of the Conditions.

(2) Items that may endanger the safety of aircraft, staff or property onboard, such as the items listed in the *Technical Instructions for the Safe Transport of Dangerous Goods by Air* issued by ICAO (ICAO-TI), *Dangerous Goods Rules* issued by IATA (IATA-DGR) and SCAL *Dangerous Goods Transport Manual*, the following items forbidden to transport (included but not restricted to), which are stipulated by SCAL:

explosives; gas (including flammable gas, inflammable and nontoxic gas and toxic gas, etc.); flammable liquid; flammable solid; spontaneous combustible substance; substance that would release flammable gas in contact with water; oxidizer and organic peroxide; toxic substance and infectious substance; radioactive substance; corrosive substance; miscellaneous dangerous goods.

(3) Carriage of the items is prohibited by applicable laws, regulations or orders of the departure country, destination country, transit country or the country over flown.

(4) Guns and major parts, except for those meet with the regulation of paragraph 2 of Article 30 of this Conditions.

Include guns for purpose of military, civil and business and other guns prohibited by the state: such as pistol, rifle, submachine gun, machine gun, riot gun, air gun, anesthetic syringe gun, sample gun, prop gun, steel ball gun, tear gas gun, stun gun and other replica of the articles mentioned above.

(5) Ammunition (except for those meet with paragraph 2 of Article 30 of this Conditions), military weapon, police weapon and their major parts (spontoon, dagger for military or police use and bayonet); equipment prohibited by the state (defibrillator and defense apparatus, etc.) and replica of the articles mentioned above.

(6) State controlled knives (dagger, three-square tool, striking knife for

mechanical processing, knives with self-lock device and single edged knife, double edged knife which are similar to dagger but longer than dagger, and other similar single edged, double edged and three-square knife), and other controlled knives subject to state regulations, such as crossbow.

(7) Other articles:

1. Articles which are not suitable for transport due to its hazard, unsafety or its weight, size, packing, shape or nature, and other articles prohibited from transport by the state;

2. Infectious pathogen;

3. Kindling material (including each type of ignition device), such as lighter, match, CIG, magnesium rod (firestone);

4. Power bank and lithium battery of which the rated energy exceeds 160Wh, or which are recalled by manufacturer due to safety defect, or of which the identification is obscure, or which without definite manufacturer, or the rated energy/lithium metal content cannot be identified (transport standards for the lithium battery used for electronic wheelchair refer to SCAL associated regulations);

5. The alcohol drink of which the alcohol volume percentage exceeds 70%;

6. Live animals (except for the small animals and service dogs stipulated in section 6 of this Conditions);

7. Small gas oxygen bottle for medical use (or air bottle) and liquid oxygen device, including the used empty oxygen bottle;

8. Fragile, vulnerable, perishable article and live articles with obvious unpleasant smell (such as seafood and durian, etc.);

9. Strong magnetization material, material with strong pungent smell or which is liable to cause passenger panic and material of which nature cannot be identified and may impose hazard.

Article 29 Items unacceptable as checked baggage

(1) Passenger shall not include in checked baggage the following items. If such items included in checked baggage is lost or damaged, SCAL is liable for it only as

common checked baggage. For impairment compensation responsibility, refer to Article 49 of this Conditions:

1. Fragile or damageable items;
2. Perishable items;
3. Cash, negotiable ticket, valuable securities and drafts;
4. Jewelry;
5. Precious metal and articles thereof, gold and silver articles;
6. Antiques and valuable paintings, out-of-print video, out-of-print printings or manuscripts;
7. Computer and fittings, personal communication device and fittings, personal digital device and fittings;
8. Samples and valuables;
9. Foreign envelopes;
10. Important files and documents;
11. Traveling documents, medical certificates, X-ray films;
12. Articles that need to be specially attended and prescribed drug that needs to be taken regularly.

(2) Lithium battery, lithium battery mobile power source (such as power bank) cannot be transported as checked baggage or be carried in checked baggage.

Article 30 Limitation on carriage

The following articles may be accepted as checked baggage for transport only in accordance with the limitation conditions, quantity and packing requirements of SCAL and shall be approved by SCAL.

(1) Precision instrument and electric appliances shall be carried as cargo. They may be accepted only in proper packaging as checked baggage. Free baggage allowance does not apply to such items.

(2) Sporting equipment, including firearms and ammunition for sporting purposes may be carried as checked baggage by presenting Certificate of Gun Transporting or the certificate issued by sport administration of the State Council, but

may not be carried as unchecked baggage in cabin. It shall set the safe of sporting gun, remove the bullets and pack them properly. The carriage of ammunition shall follow the rules of dangerous goods transportation.

(3) Edge tool and blunt other than controlled knives, such as kitchen knife, fruit knife, dinner knife, art knife, bistouries, scissor, etc.; broadsword, spear, sword, halberd, pole and stick (including stretchable baton and nunchuck) for the purpose of Martial arts performance, bat, cue stick, cricket bat, hockey stick, golf club, alpenstock, ski stick, knuckle-dusters (hand stitch) and steel file, iron awl, axe, short stick, and hammer etc., shall be carried as checked baggage.

(4) Dry ice, liquid material, alcohol and drinks containing alcohol, etc.

(5) Diplomatic envelopes, confidential files;

(6) Pet or service dog which is specified in 8.6.

(7) The wheelchair and/or other assistant devices for passengers in travel.

(8) Lithium battery cannot be transported as check-in baggage, and the carry-on lithium battery shall meet rated energy or lithium content limits, quantity limits and associated approval regulations. For details, refer to SCAL official website.

(9) Items not suitable to be carried in cargo compartment such as delicate musical instrument and not meeting the requirements of weight and size by 8.3, shall be carried in passenger cabin as seat-taking baggage and shall be charged separately, and such items shall be taken care of by the passenger.

Article 31 Right to refuse carriage

In the exercise of SCAL's discretion, SCAL may refuse to carry passenger or his baggage after informing the passenger. In this circumstance passenger will be entitled to a refund. SCAL may also refuse to carry passenger or his baggage for any of the following reasons:

(1) SCAL may refuse or stop carriage as baggage of such items described in Article 28 or Article 29 as are prohibited from carriage as baggage or checked baggage.

(2) Unless advance arrangements for its carriage have been made with SCAL,

SCAL may carry on later flight baggage that is in excess of the applicable free allowance (oversized baggage).

(3) SCAL may refuse to accept baggage as checked baggage unless it is properly packed or its contents comply with the carriage requirements.

(4) Such action is necessary to prevent a violation of any applicable laws, regulations, or orders of any State to be flown from, to or over.

(5) The carriage of passenger or his baggage may endanger or affect the safety, health, convenience, comfort of other passengers or crew members.

Article 32 Right of Security Check

For reasons of safety and security, SCAL has the right to request that passenger permit a security check of his/her baggage; if necessary, it may check passenger's baggage if passenger is not available. If passenger is unwilling to accept the check, SCAL has the right to refuse to carry the passenger.

8.2 Checked Baggage

Article 33 Checked baggage must meet the following requirements:

(1) Passenger must check baggage with a valid ticket. SCAL shall correctly enter the pieces and/or weight of checked baggage into departure system. Each passenger's baggage must be recorded on his own record. If passenger holds a paper ticket, baggage content shall be written on the correspondent spot of ticket.

(2) Passenger shall complete the formalities for checked baggage at the location and time designated by the carrier.

(3) SCAL shall attach a baggage tag to each piece of passenger's checked baggage, and give a baggage identification tag to passenger.

(4) The weight and size of checked baggage shall not exceed SCAL's restrictions; those checked baggage exceeding such restrictions shall be agreed by SCAL in advance.

(5) Passenger shall attach name or other personal mark to the checked baggage before checking it in.

(6) Checked baggage must be well packed, locked and bound, and must be able endure a certain amount of pressure, and can be safely loaded, unloaded and carried under normal operation conditions, and shall meet the following requirements:

1. Suitcase and handbags and so on must be locked;
2. It's not allowed to bound more than two pieces (included) of baggage into one piece;
3. It's not allowed to attach other items to baggage;
4. Bamboo baskets, net bags, grass strings, grass bags and so on are not allowed to be used as packing materials;
5. Passenger's name, detailed address and telephone number shall be written on baggage.

(7) Checked baggage will, whenever possible, be carried on the same aircraft with passenger. When the checked baggage could not be carried on the same flight with the passenger (due to safety, security or operational reasons), SCAL shall explain the reason to the passenger. Under the preconditions of safety, passenger's checked baggage could be carried on a subsequent flight and SCAL will deliver it to passenger, unless applicable law requires passenger to be present for customs clearance.

8.3 Free Baggage Allowance

Article 34 Free Baggage Allowance

(1)the baggage transport rules for all international and regional routes are all subject to piece: details as followed:

1. The free checked-baggage allowance for the infant that not take a seat is one checked baggage, of which the sum of three sides shall not exceed 115cm(45 inch) and weight shall not exceed 10kg(22 pounds), and one baby car or baby stroller.
2. The free allowance baggage standard is same as that for individual passenger.
3. For more than two (included) passengers who take the same flight to the

same destination, if they proceed with the baggage check formality at the same time and same location, their free baggage allowances may be calculated as one integrity in accordance with their respective cabin-class standards which they have purchased;

4. As for the domestic leg of the international flight, the applicable free-baggage allowance for the passengers shall be handled as per the regulations for the international flight.

If the ticket for domestic leg and international leg are purchased separately (that refers to the domestic flight is not a consecutive flight before/after the international flight), therefore, it is not satisfied with the conditions that mentioned above, then the free baggage allowance should be conducted independently as per each applicable domestic and international rules.

5. As for the passenger who buys mixed class ticket, the free-baggage allowance shall be counted as per the rules for each class of the flight.

6. If the passenger is voluntarily to change his/her class level, he/she should enjoy a free baggage allowance that corresponding to he/her new ticket; If the passenger is unwilling to change the class level, he/she should enjoy the corresponding free-baggage allowance to his/her original level of ticket.

7. When passenger had a stopover during his/her journey, he/she should enjoy the higher free baggage allowance during the whole journey,

8. If the major flight leg is conducted by a flight sharing code with SCAL, then the free baggage allowance shall be carried in accordance with rules of the airlines that conducted the flight.

(2) The free baggage allowance for international/regional routes refers to the standards published on the official website the Sichuan Airlines.

(3) The Size limits for checked baggage

1. The size limits of checked-baggage shall comply with the local laws and regulations, if there are no defined regulations on the size limits, then, the size of each checked-baggage shall not exceed 300cm(the sum of length, width and height)(118 inch)

2. The checked-baggage that exceeds the above size limit shall be transport as a cargo.

(4) The weight limits on checked-baggage.

1. For the flights involved with British or british commonwealth of nations(e.g. Canada, Australia and etc.), the weight for each checked-baggage shall not exceed 32kg(70 pounds)

2. The weight limits of checked-baggage in other airports shall comply with the local laws and regulations, if there are no defined regulations on the weight limits, then, the weight of each checked-baggage shall not exceed 45kg(100 pounds).

3. The checked-baggage that exceeds the above weight limit shall be transport as a cargo.

Article 35 Free Hand-carry baggage

(1) Weight and size

Each passenger who is entitled to travel in business or economy class can bring one piece of hand-carry baggage, each of which must not exceed 5kg in weight. The sum of the three dimensions of each piece must not exceed 115cm. Such baggage can be placed in the baggage cabin or under the seat in the passenger cabin. If the baggage cannot be placed with the method mentioned above, or due to over-size and over-weight factors, or out of consideration of safety aspect, the baggage shall be carried as check-in baggage.

(2) Bulky baggage

Objects not suitable for transport in the cargo compartment (such as delicate musical instrument) and not complying with paragraph (1) above will only be accepted for transportation in the passenger cabin as seat-taking baggage and be taken care of by passenger, if due notice has been given in advance and permission granted by SCAL. The transport of such objects may be charged separately.

Article 36 Checked baggage and un-checked baggage shall be weighed or piece-calculated together at the time of check-in and the weight and pieces shall be entered in corresponding column of “passenger ticket and baggage check”. Checked

baggage is under custody of SCAL during the journey, while the unchecked baggage shall be taken care of by passenger in the journey.

8.4 Excess (Oversized) Baggage

Article 37

(1) Excessive (exceed the limit) baggage refers to the part of baggage in excess of the free baggage allowance of weight or in piece, the exceed part of baggage needs extra charges.

(2) When charging for the extra fees for excessive (exceed the limit) baggage, a excessive (exceed the limit) baggage receipt needs to be filled.

(3) The excessive (exceed the limit) baggage shall be charged in accordance with the number, weight and size in exceeding .

(4) Charging standard for the excessive baggage refers to the standards published on the official website the Sichuan Airlines.

(5) The default currency of above fess is RMB. In some cases (if the passenger has no RMB), the fees will be charged in local currency, which should be referred to the charge standard of the destination for the baggage.

8.5 Declaration and Charge

Article 38 General Rules

(1) A passenger may declare a value for checked baggage in excess of USD30 or its equivalent per kilogram, and shall pay an applicable charge.

(2) The declaration for checked baggage must not exceed the real value of the baggage. The maximum declared value of each passenger is USD5,000 or its equivalent value in other currencies. If SCAL disagrees with a value declaration and the passenger refuses to be checked, SCAL has the right to refuse carriage.

(3) No declaration value for pet will be accepted.

(4) SCAL will charge an fee of 5‰ of extra declared value exceeding the limitation of paragraph (1) above.

Article 39 SCAL will refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by another Carrier who does not offer the facility.

8.6 Pets and Guide Dogs

Article 40 Pets mean such little animals as domestic dogs, cats, birds and other household pets. Any wild and aggressive animal such as snakes, tibet mastiffs, and bulldogs will not be accepted for transportation. Animals which are not suitable for air travel (including flat-faced dogs and flat-faced cats; pitbull; dogs which may feel uncomfortable under high temperature and high altitude conditions, such as samoyed, etc.) must not be carried as baggage. But the service dogs brought into the cabin by disabled passengers are exempted from this limitation. The carrier has the right to determine whether an animal can be carried and the way of transportation, and has the right to restrict the number of pets on a plane.

Article 41 Pet may be accepted for carriage subject to following rules:

(1) It shall be loaded in the container whose quality and size meets consignment standards, attached with valid Certification for Animals Quarantine and animal vaccine injection certificate.

(2) Have valid certificates necessary for entry, exit and transit permits required by The People's Republic of China and countries involved in transportation;

(3) With the advance agreement of SCAL and other Carriers concerned, and formalities required by SCAL and other Carriers concerned.

Article 42 The animal, together with its container and food carried by passenger shall be carried as checked baggage and passenger will be obliged to pay the excess (oversized) baggage fee. Except specially approved by SCAL, animals will not be carried in the passenger cabin of the aircraft.

Article 43

(1) Guide dog refers to a dog trained to lead the blind or assist the deaf when it accompanies passenger with impaired vision or hearing dependent upon such dog.

(2) The carriage of guide dogs shall be dealt in accordance with Article 41. Guide dogs, if they meet the requirements of the SCAL, may accompany in passenger cabin the disabled eligible to travel. The disabled eligible to travel shall provide valid certificate required by animal entry, exit and transit transport in the People's Republic of China and associated countries during transport, and valid Certification for Animals Quarantine, animal vaccine injection certificate, Qualified Certificate for Pets Training, Employee's Card of the Animals or Animal ID Card. Guide dogs, together with its cage and food can be carried for free, without taking up the free baggage allowance.

Article 44 Acceptance for carriage of animals (include guide dogs) is subject to the conditions that the passenger assumes full responsibility for such animal unless due to SCAL's faults. SCAL shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

Article 45

(1) The passenger is fully liable for all damages or injuries which a pet might cause to other passengers or crew members.

(2) SCAL will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country or region. The passenger who carries this pet shall make a compensation for any penalty, fees, losses or debts to SCAL due to lack or incompleteness of documents required.

(3) SCAL may refuse to accept the carriage of animals on non-stop long-haul flight or some specific type of aircraft due to the unsuitability.

8.7 Delivery of Baggage

Article 46 Delivery of Baggage

(1) Passenger shall collect his baggage as soon as it is available for collection at places of destination or stopover. At the time of collection, passenger shall show his

or her “passenger ticket and baggage check” if SCAL requires.

(2) With SCAL’s consent, passenger can collect his baggage at stopover under the agreement of SCAL, the unused payment of the excess baggage will not be refunded.

(3) If the passenger does not collect his baggage in time, SCAL will charge the passenger baggage keeping fee. SCAL has the right to deal with the perishable items in passenger’s baggage 24 hours after the arrival of the baggage.

(4) SCAL is under no obligation to ascertain that the bearer of the baggage identification tag is entitled to delivery of the baggage and SCAL is not liable for any loss, damage, or expense arising out of or in connection with such delivery.

(5) If a person claiming the baggage is unable to identify the baggage by the baggage identification tag, SCAL will deliver the baggage to such person only on condition that he or she establishes to SCAL’s satisfaction his or her right thereto. And if required by SCAL, such person shall furnish adequate security to indemnify SCAL for any loss, damage or expense which may be incurred by SCAL as a result of such delivery.

(6) Acceptance of baggage by the bearer of the baggage check, without complaint at the time of delivery, is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

Article 47 Unclaimed Baggage

If baggage is not collected after 90 days from the next day of baggage’s arrival, SCAL has the right to process it according to the regulations on un-delivered baggage.

Article 48 Processing of Abnormal Carriage of Baggage

(1) In the event of delay, loss or damage in the carriage of baggage, SCAL and SCAL’s authorized ground handling agency, together with passenger, shall fill up a Record Form of Accidents of Baggage Carriage, check out the situation and reasons, and report the results of investigation to passenger and departments concerned. If compensation for baggage happens, it can be processed at the journey’s origin,

stopover or destination.

(2) If the checked baggage fails to arrive in the same flight with the passenger due to SCAL reasons and thereby cause inconvenience for passenger's life, SCAL shall give appropriate compensation for passenger's temporary life use.

Article 49 Compensation for baggage

(1) Compensation Limit

1. 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

2. According to the above articles, the checked baggage which has made an declaration should made compensation as per the declared value. If the declared value is beyond the actual value of the baggage, the compensation should be made as per the actual value.

3. The route which applicable for Warsaw Convention

a. In case of the absence of purchase invoice and lack of sufficient evidence, the highest compensation price per person should be 30 U.S. dollar per kilogram.

b. If there are sufficient evidence, then the highest compensation price for checked baggage and non-checked baggage per person should be 1131 special drawing right

4. The compensation price for the route which subject to Warsaw convention is:

a. 17 special drawing right per kilogram.

b. 322 special drawing right for the unchecked baggage.

5. Special drawing right refers to SDR specified by International Monetary Fund (IMF). One SDR is equal to 1.37 US dollar, whose price ratio is floating. SCAL will convert the money in line with the exchange rate of the actual transport date.

(2) Time limitation on claims and actions

1. Notice of claims

a. No action shall lie in the case of damage to checked baggage unless the

person entitled to delivery complains to SCAL forthwith after the discovery of the damage, and, at the latest, within seven working days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one working days from the date on which the baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid.

b. Any claims shall be raised in written form within time limit, or no compensation shall be raised towards SCAL.

2. 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.

Chapter 9 Schedules, Changes and Cancellations of Flights

Article 50 Schedules

(1) SCAL undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.

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

(3) The flight times and aircraft types shown in timetables may change between the date of publication and the date passenger actually travel. SCAL does not guarantee them to passenger and they do not form part of contract with SCAL.

(4) Before SCAL accept passenger's reservation for a flight, SCAL will notify the passenger of the scheduled flight time in effect as of that time, and it will be

shown on Ticket. It is possible SCAL may need to change the scheduled flight time subsequent to the issuance of the Ticket. If passenger provides SCAL with contact information, SCAL will endeavor to notify the passenger of any such changes. If, after ticketing, SCAL makes a significant change to the schedule flight time, which is not acceptable to the passenger, and SCAL is unable to book the passenger on an alternate flight which is acceptable to passenger, passenger will be entitled to a refund in accordance with the regulation of involuntary refund.

Article 51 Cancellation, Changes of Flights

(1) For the following reasons, schedules are subject to cancel, terminate, change, or delay without notice:

1. For complying with any government law, regulation, or order;
2. For security of flight; or
3. Due to circumstances beyond its control or unable foreseen.

(2) If SCAL results passenger failed to take the reserved seat due to one of the following reasons, SCAL shall make arrangement for passenger according to Article 53, and will not collect any fee:

1. Temporarily change the aircraft type of the flight;
2. Except the reasons listed in Article 52, temporarily cancel the flight;
3. SCAL cancels the flight that passenger has reserved seat, or cancel the flight to stop at passenger's stopover or destination, or fails to operate according to the flight schedule, or fails to provide reserved seat and results in passenger to change his/her trip.

Article 52 Involuntary Change

(1) If passenger fails to travel due to the reason listed in Article 52(1), SCAL shall consider passengers' reasonable requests and take one of the following measures:

1. Arrange on priority available seats on SCAL flights for passengers;
2. Make endorsement after agreed by passengers and carriers concerned.
3. Change the route listed on original ticket, and arrange passengers to arrive at

destination or stopover point via SCAL or other carriers' flights.

4. Refund according to rules of involuntary refund.

5. Assist in arrangement of passenger accommodation and provide ground transportation etc.

(2) According to International passenger and luggage Transportation Rules of civil aviation of China, For those involuntary change the flight due to the reason state in article 52, item (2), the carrier shall provide a place for rest and drinks, foods, board and lodging or other services which carrier think are necessities.

Article 53 Voluntary Change

Handle according to the applicable business notice of SCAL.

Article 54 SCAL will take all measures that could reasonably be required to avoid delay in carrying passenger and his baggage. SCAL shall not be liable if it proves that SCAL has taken all measures that could reasonably be required to avoid the damage or that it was impossible for SCAL to take such measures.

Chapter 10 Changes to Passenger Tickets

Article 55 Involuntary Change

(1) If such unpredictable non-SCAL reasons as weather, air traffic control cause SCAL flights' cancellation, advancement, delay, change, mis-connection, or failure to provide reserved seats, SCAL shall consider passengers' reasonable requests and take one of the following measures:

1. Arrange on priority available seats on SCAL flights for passengers;
2. Make endorsement after agreed by passengers and carriers concerned.

(2) If such SCAL reasons as aircraft maintenance, flight readjustment cause SCAL flights' cancellation, advancement, delay, change, mis-connection, or failure to provide reserved seats, SCAL shall consider passengers' reasonable requests and take one of the following measures:

1. Arrange on priority available seats on SCAL flights for passengers;
2. Make endorsement after agreed by passengers and carriers concerned;

3. Change the route listed on original ticket, and arrange passengers to arrive at destination or stopover point via SCAL or other carriers' flights, or via other refers to of transportation mutually agreed. Overpaid amount of ticket fare, excessive (oversized) baggage fee and other service charges will be returned, while deficiency of such fares and charges will be ignored.

Article 56 Voluntary change of class, flight, and date

Handle according to applicable rules of SCAL tariff notice.

Article 57 Endorsement

(1) In the event of involuntary change of carrier for passenger, endorsement formalities shall be done after agreed by passenger and carrier concerned.

(2) In the event of voluntary change of carrier requested by passenger, SCAL can make endorsement when all the following requirements are met:

1. Passenger's applicable fare does not have endorsement restrictions.
2. The carrier to be changed into must have has signed an interline agreement, and can issue or receive tickets mutually with SCAL.

(3) When passenger does not meet all the above requirements in (2) and demands change of carrier, it shall be processed according to rules of voluntary refund.

(4) Unless specially authorized by SCAL, SCAL's sales agencies are not allowed to do endorsement formalities for passenger.

Chapter 11 Refunds

Article 58 General Rules

(1) On failure by SCAL to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by SCAL according to SCAL's Regulations.

(2) Except in the case of lost tickets, refunds will only be made on surrender to SCAL of the passenger coupon or passenger receipt and surrender of all unused flight

coupons, and the conjunction tickets if any. For electronic tickets, refund must be applied not later than 13 months after the date of commencement of travel or the date of issuance (for all first flight coupon unused ticket). Application for refund will only be accepted when the coupon's status is OPEN FOR USE, and with payment proof provided by passenger.

(3) When refunding an electronic ticket, passenger is required to provide printed itinerary.

Article 59 Person Receiving Refunded Fares

(1) SCAL shall be entitled to make refund to the person named in the ticket.

(2) If a ticket has been paid for by a person other than the passenger named in the ticket, and SCAL has indicated on the ticket that there is a restriction on refund, the refund will be made only to the person paying for the ticket or to that person's order.

(3) Passenger or payer who requests the refund shall present his or her valid identity certificate. If the person requesting refund is not the passenger or the payer, he or she must present the identity certificate of himself or herself and the authorization from the passenger or payer in addition.

(4) A refund made pertain to Article 59 to anyone whom refund may be made in terms of (1), (2) and (3) of this Article shall be deemed a proper refund and shall discharge SCAL from liability and any further claim for refund.

Article 60 Time limit for refund

Refund must be applied not later than 13 months after the date of commencement of travel or the date of issuance (for all first flight coupon unused ticket). Application for refund will not be accepted after the time limit.

Article 61 Place of refund

(1) On principle, refund of tickets and MCO shall be processed in the original place of payment; exchanged tickets can also be refunded in the place of exchange. In the event of involuntary refund, refund can be processed in SCAL's sales office in the place of original purchase, commencement of journey, stopover, or breakpoint of

travel, or in SCAL's authorized sales agencies in the place where the cause of involuntary refund happens. When passenger applies for refund in a place other than the original place of issuance, the SCAL's sales office which is to process refund shall obtain authorization from the original place of issuance, and refund in the local currency at that day's BBR according to the refunded amount provided by original place of issuance.

(2) When passenger holding an open ticket applies for refund, refund must be processed in the original place of issuance.

Article 62 Currency

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will normally be made in the currency in which the ticket was paid for, or in another currency in accordance with SCAL's regulations.

Article 63 Involuntary refunds

(1) Involuntary refund refers to any refund applied for by passenger entitled to travel on SCAL's flights who cannot be carried according to carriage contract due to such uncontrollable or unpredictable reasons as weather, air traffic control, aircraft maintenance, flight readjustment.

(2) Involuntary refund abides by the following rules:

1. If no portion of the ticket has been used, an amount equal to the fare paid including taxes and charges will be refunded, without charging refund fee.

2. If a portion of the ticket has been used, subtract the amount of individual or group fare on the used sectors and subtract the amount of used taxes and charges, and refund the remaining amount. the refund will be the higher of the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover and the difference between the fare paid and the fare for the transportation used. The refunded amount shall not be higher than the amount paid. No refund fee shall be charged.

3. If the flight lands at an airport other than the appointed stopover and flight of the same day is cancelled, and if the passenger demands for refund, fare from the landed airport to the destination at the same discount rate or sub-class with the original paid fare shall be refunded, but the refunded amount shall not be higher than the paid amount; no refund fee shall be charged. Applicable carrier fare from landed airport to destination shall be chosen on priority. If there are no published fares from landed airport to destination, fare of other refers to of transportation from landed airport to destination shall be refunded. Where there are more than one applicable fares of a same refers to of transportation, the medium one shall be chosen.

4. Change fee shall be paid by passenger who requires flight change of his/her own will. When the changed flight is not performed as scheduled, the ticket can be refunded free of charge while the previously paid change fee shall not be refunded.

Article 64 Voluntary refund

(1) Refund beyond the limitations in Article 64 belongs to voluntary refund.

(2) Voluntary refund abides by the following rules:

1. If no portion of the ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees.

2. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, and subtract refund fees and no-show fees if any.

3. Special regulations will be applied to the ticket with a special fare paid.

Article 65 Refund to Credit Card or Debit Card Accounts

Refund for Tickets paid with credit cards or debit cards can only be credited to the card account originally used for the ticket purchase. The refundable amount to be paid by SCAL will be in accordance with the rules within this article only, on the basis of the amount originally paid by passenger and the currency entered in the ticket. If there's any difference of amount caused by currency exchange, passenger is not entitled to claim damages to SCAL.

Article 66 Refusal of refund

Except for involuntary refund, departments concerned shall refuse to refund in any one or more of the following situations:

(1) Refund is applied for after the time limit of refund;

(2) Passenger fails to present valid certificates or tickets or proofs on applying for refund;

(3) When the applicable fare of used sectors is equal to or higher than that of the whole journey, the unused sectors cannot be refunded;

(4) Ticket is annotated non-refundable.

Article 67 Refunding

On refunding, passenger's paid but unused taxes and charges shall be refunded together. Taxes and charges of ticket which is non-refundable or has no applicable remaining amount for refund can also be refunded alone without extra charge, but must be refunded before the time limit of refund.

Article 68 Refund due to passenger's illness shall be processed as voluntary refund.

Article 69 Unless otherwise specified, children shall be charged the same refund fee as adults, and infants are exempt from refund fee.

Chapter 12 Conduct aboard Aircraft

Article 70 If passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, SCAL may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger. Passenger may be disembarked and refused onward carriage at any point and passenger may be prosecuted for offences committed on board the aircraft.

Article 71 Prohibition and Restriction on Portable Electronic Device (PED)

Passengers are prohibited from using lithium battery mobile power source (power bank) on board during the whole flight. Prohibition and application restriction on PED refer to SCAL official website.

Article 72 Non-Smoking Flights

All SCAL flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft. E-cigarette and synthetic steam smoking device are also prohibited.

Article 73 Restriction on Alcoholic Drinks

While aboard aircraft, passenger is not allowed to drink any alcoholic drinks other than those provided by SCAL.

Article 74 Seat Belts

While in seat on board the aircraft, passenger shall fasten his or her seat belt as required.

Chapter 13 Refusal and Limitation of Carriage

Article 75 SCAL may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, SCAL determines that:

(1) The carriage is prohibited by any applicable laws, regulations, or orders of the State of departure, stopover, destination or flying over; or,

(2) The conduct, age, or mental or physical state of the passenger is such as to unsuitable for air travel, or cause discomfort or make himself or herself objectionable to other passengers or involve any hazard or risk to himself or herself or to other persons or to property:

1. Passenger is over 9 months (36 weeks) pregnant; or,
2. Passenger is less than 14 days old; or,
3. Passenger has been diagnosed with serious infectious disease, and fails to present any medical proof that necessary measure have been taken to prevent infecting others; or,
4. SCAL determines that passenger may be unable to comprehend or operate

safety instructions under their physical or mental conditions without assistance from flight attendants; or,

5. Passenger's conduct may endanger themselves, cabin crew or other passengers due to mental disability; or

6. Passenger has traces of being drunk or having drug abuse; or,

7. Passenger is or appears to be intoxicated; or,

8. Passenger requires intravenous injection; or,

9. Stretcher passenger does not meet the safety requirements of passenger carriage; or,

10. Passenger's conduct, on purpose or not, may endanger the safety of aircraft or passengers on board; or,

11. There have been misconducts in the air transport before and it is reasonable for SCAL to consider that these misconducts may happen again; or

(3) Passenger fails to pay applicable fare, fee and tax; or

(4) Passenger does not abide by the laws, regulations, or orders of the State, or does not abide by SCAL's regulations; or,

(5) Passenger refuses to submit to security check conducted by government, airport or carrier; or,

(6) Passenger fails to obey orders on safety or security; or

(7) Passenger fails to obey rules on no-smoking or use of electronic device; or

(8) Passenger refuses to comply with the crew instructions; or,

(9) Passenger fails to be properly documented according to concerned laws, regulations, orders, requests, or requirements of travel conditions; or,

(10) Passengers do not present effective travel certificate; or the effective travel certificate presented is not the same certificate used for purchasing electronic ticket; or passengers seek to enter the transit country or region without effective travel certificate; or passengers destroy travel certificates during flight; or passengers refuse to submit their travel certificates to crews for signature and storage as per the requirements of crews; or,

(11) The ticket presented by the passenger has been acquired unlawfully or has been purchased from an entity other than SCAL or the agents authorized by SCAL, or has been reported as being lost or stolen, or is counterfeited, or the passenger cannot prove that he/she is the person whose name is listed on the ticket; or,

(12) Passengers fail to follow the regulation of these conditions on the use of coupons as per sequence, or the ticket presented is not issued or changed by SCAL or the sales service agents authorized by SCAL, or the ticket has been destroyed.

Article 76 Arrangement for passengers whose carriage has been refused

(1) For passenger requests refund after being refused for carriage due to Article 76 (1) and (2), SCAL will process according to Article 64.

(2) For passenger being refused for carriage due to Article 76 (3), he/she shall make up the inadequate fare, fee and tax, and SCAL will make arrangement for carriage; if passenger requests refund, it will refund at the original ticketing place according to Article 64.

(3) For passenger requests refund after being refused for carriage due to Article 76 (4), (5), (6), (7), (8), (9) and (10), SCAL will process according to Article 65 and deduct the fee of service provided.

(4) For passenger being refused for carriage due to Article 76 (11) and (12), SCAL remains the right to detain ticket.

Article 77 Limitation on Carriage

Unless otherwise stipulated by government documents or documents or sports meeting for the disabled, infants, ill passengers, pregnant women, handicapped passengers or passengers in need of special service under judicial and administrative mandatory measures can only be carried when SCAL's concerned regulations are met, and when it has been agreed by SCAL and SCAL has made arrangements when necessary.

Chapter 14 Arrangement of Additional Service

Article 78 If we arrange you the service (except for the air transport) provided by the third party or provide you with the receipt of the service of ground transport; hotel reservation or car rental, which are provided by the third party (which are not the airlines), we will only act as the agency which will not be liable for the case whether you can obtain such services or the quality of such services. The items and conditions of the third party are applicable for this service.

If we provide you with ground transport, this condition is not applicable for the ground transport.

Chapter 15 Administrative Formalities

Article 79 The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with SCAL's Regulations and instructions. SCAL shall not be liable for any aid or information given by any agent or employee of SCAL to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

Article 80 The passenger shall present all exits, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit SCAL to take and retain copies thereof. SCAL reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit SCAL to take and retain copies thereof.

Article 81 The passenger agrees to pay the applicable fare whenever SCAL, on Government order, is required to return a passenger to his or her point of origin or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit

or of destination. SCAL may apply to the payment of such fare any funds paid to SCAL for unused carriage, or any funds of the passenger in the possession of SCAL. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by SCAL.

Article 82 If SCAL is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to SCAL any amount so paid or deposited and any expenditure so incurred. SCAL may use towards such expenditure any funds paid to SCAL for unused carriage, or any funds of the passenger in the possession of SCAL.

Article 83 If required, the passenger shall attend inspection of his or her baggage by customs or other government officials. SCAL is not liable to passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

Article 84 The passenger shall submit to any security checks by government or airport officials or by SCAL.

Chapter 16 Passenger Services

Article 85 Unless otherwise specified, in-flight meals shall be provided by SCAL free of charge. However, SCAL may not guarantee services beyond the stipulated varieties and quantity accordingly.

Article 86 Except as otherwise specified, SCAL does not provide ground transfer service within airport areas or between airports or between airports and town terminals. SCAL is not liable for liable for the acts of the provider of such ground transfer services or anything done by an agent or representative of SCAL in assisting the passenger to make arrangements for such transfer service.

Article 87 Passenger shall pay for expenses of hotel accommodation at the connection point.

Article 88 If illness happens to passenger during air carriage, SCAL shall take active measures and do its best to save the passenger.

Article 89 Services for abnormal flights

(1) If flights are delayed or cancelled at origin due to such reasons as aircraft maintenance, flight readjustment, or flight crew, SCAL shall provide accommodations to passengers according to regulations concerned.

(2) If flights are delayed or cancelled at origin due to non-SCAL reasons including but not limited to weather, accidents, air traffic control, airport, or passengers, SCAL shall assist passengers arrange accommodations on passengers' own expenses.

(3) If flights are delayed or cancelled at transit point due to any reason, SCAL shall provide accommodations to transit passengers.

(4) When flights are delayed or cancelled, SCAL and SCAL's ground service agencies shall explain and inform passenger promptly about the latest information of flights' delay or cancellation.

Chapter 17 Successive Carrier

Article 90 Carriage to be performed by several successive carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation.

Chapter 18 Liability for Damage

Article 91 SCAL's carriage responsibility for passenger is subject to the carriage conditions, and the carriage responsibility of other carriers concerned is subject to their carriage conditions respectively.

Article 92 During carriage, SCAL only is liable for damage occurring on flights exercised by SCAL. SCAL only acts as an agent to issue a ticket or handle the checked baggage over the lines of another carrier (including the code sharing flight which is not exercised by SCAL) and is responsible for notifying the passenger about the actual carrier. But, with respect to checked baggage, passenger may make a claim against the first or last carrier shown on the ticket or baggage check. For the flight

which is not actually exercised by SCAL (including the code sharing flight), if the case that the flight is changed, delayed, cancelled, overbooked or baggage is damaged or loss or human injuries and etc occurred, the actual carrier is liable for corresponding compensation and SCAL can assist the passengers to contact the actual carrier,

Article 93 SCAL 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.

Article 94 Unless otherwise specified, according to the applicable provisions of the Convention, SCAL's liability shall not exceed the amount of proven damages.

Article 95 If the damage is caused or contributed by passenger fault, it shall exempt or reduce SCAL's liability according to the applicable laws.

Article 96 SCAL carriage contract includes the Conditions and articles exempting or limiting liability, and is also applicable to SCAL's authorized agents and employees. In any case, the sum of compensation from SCAL, SCAL's authorized agents and employees may not exceed the liability limit of SCAL.

Article 97 Unless clearly specified, the Conditions will not render SCAL to give up the provisions of the Convention or applicable laws on exemption or limitation of SCAL liability.

Article 98 SCAL is not liable for any illness, injury or disability, including death, if the passenger's physical condition is attributable to such condition or for the aggravation of such condition.

Article 99 SCAL is not liable for damage caused by passenger's baggage or 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 SCAL shall indemnify SCAL for all losses and expenses incurred by SCAL as a result thereof.

Article 100 If items listed in Article 29 are carried in checked baggage, SCAL shall not be liable for its damage.

Article 101 The application of the limit of liability compensation

The international flight defined in the Convention should follow the responsibilities applicable for the Convention. The international flight which is not defined in the Convention, we should follow related regulations of Montreal Convention to compensate the damage caused to the passengers and baggage.

Article 102 The regulations from the conventions on the limit of liability compensation

(1) Warsaw Convention and Hague Protocol

The amount of the liability compensation for casualty of passenger shall not exceed 250,000 gold francs or equivalent price.

(2) The Montreal Convention of 1999

1. For those casualty compensations that not exceed 113,100 special drawing rights per passenger are applicable for the item 1 of Article 20 and Article 21 of the convention.

2. For those damage compensation part that exceed 113,100 special drawing rights, if one of the following conditions is satisfied, then the carrier should not take the responsibility:

(1) the loss is not caused by the misstep or improper conduct or nonfeasance of carrier or its employees or agent;

(2) or the lose are completely caused by the misstep or improper conduct or nonfeasance of the third part.

Chapter 19 Effectiveness and Modification

Article 103 The Conditions come into effect and is implemented on the date of publication.

Article 104 SCAL may modify these Conditions without notice according to the routing procedure of CAAC. This modification will not apply to the carriage that starts before of such modification.

Article 105 No agent, employee or representative of SCAL has authority to alter, modify or waive any provision of the Conditions.

Article 106 SCAL reserves the right of interpretation of the Conditions.