

云南祥鹏航空有限责任公司
旅客、行李国际运输总条件

**General Conditions of
International Carriage for Passengers and Baggage
Lucky Air Company Limited**



Lucky Air
祥鹏航空

声 明

根据《中华人民共和国合同法》、《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》的规定，结合中国民航运行惯例，为明确旅客与云南祥鹏航空有限责任公司（以下简称“祥鹏航空”）之间的各项权利、义务，特制定《云南祥鹏航空有限责任公司旅客、行李国际运输总条件》。

特别提示：

《云南祥鹏航空有限责任公司旅客、行李国际运输总条件》已于2019年7月向民航云南安全监督管理局报备，并于2019年8月1日起施行。现予以公布。我司2018年公布实施的《旅客、行李国际运输总条件》同时废止。

特此声明

云南祥鹏航空有限责任公司

2019年07月22日

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第一章 定义

第一条 《云南祥鹏航空有限责任公司旅客、行李国际运输总条件》（以下简称“条件”）中的下列用语，除具体条文中另有要求或另有规定外，含义如下：

（一）“公约”是指根据合同规定适用于该项运输的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》（简称华沙公约）和一九五五年九月二十八日在海牙签订的《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）以及一九九九年五月二十八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 1999 年蒙特利尔公约）。

（二）“国际运输”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、目的地点或者约定的经停地点之一不在中华人民共和国境内的运输。

（三）“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。

（四）“代码共享或代码共享航班”指承运人通过协议在另一承运人实际承运的航班上使用自己公司航班号或多家公司通过协议在同一个航班上使用各自的航班号的航班。

（五）“缔约承运人”是指以本人名义与旅客或旅客的代理人订立航空运输合同的人。

（六）“实际承运人”是指根据缔约承运人授权，履行全部或部分运输合同的人。

（七）“出票承运人”指其数字代码在客票票联中出现的承运人。

（八）“祥鹏航”指云南祥鹏航空有限责任公司的简称。

（九）“祥鹏航规定”指祥鹏航为对旅客及其行李的运输进行管理，依法制定而公布的并于填开客票之日对合同双方有效的规定，包括有效的适用票价及适用条件。

（十）“授权销售代理人”指被承运人指定并代表该承运人，为其航班并经其授权后为其他航空承运人的航班销售航空旅客运输的销售代理人。

（十一）“授权地面服务代理人”指被祥鹏航指定为其航班提供地面服务的地面服务代理人。

(十二) “旅客”指除机组成员以外经承运人同意在航空器上载运或已经载运的任何人。

(十三) “儿童”指旅行开始之日已满两周岁但不满十二周岁的人。

(十四) “婴儿”指旅行开始之日满 14 天但不满两周岁的人。

(十五) “客票”指承运人或其授权代理人销售或认可并赋予运输权力的有效文件，包括纸质客票和电子客票。纸质客票是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。电子客票是普通纸质客票的电子替代产品。

(十六) “电子客票”是纸质机票的替代，是将普通纸质机票的信息以电子数据的方式存储在系统数据库中，并作为销售、结算、运输依据的客票形式。

(十七) “电子客票行程单”是记录旅客姓名、旅程路线、票价等信息的纸质凭证。

(十八) “连续客票”指填开给旅客与另一本客票连在一起，共同构成一个单一运输合同的客票。

(十九) “旅客联”指纸质客票中标明“旅客联”的部分，始终由旅客持有。

(二十) “乘机联”指纸质客票中标明“适用于运输”的部分，表示该乘机联适用于指定的两个地点之间的运输。

(二十一) “日”指日历日，包括每周的七日。用于给旅客发通知时，通知发出日不计算在内；用于确定客票有效期限时，客票填开日和航班飞行开始日，均不计算在内。

(二十二) “行李”指旅客在旅行中为了穿着、使用、舒适或方便的需要而携带的物品。除另有规定外，包括旅客的托运行李和非托运行李。

(二十三) “托运行李”指旅客交由承运人负责照管和运输并填开行李票的行李。

(二十四) “非托运行李”指除旅客托运行李以外的由旅客自行照管的行李。

(二十五) “行李牌”指识别行李的标志和旅客领取托运行李的凭据。

(二十六) “行李票”指由承运人发行的专用于托运行李鉴明的文件。

(二十七) “逾重行李”指超过计重或者计件免费行李额的部分。

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

(二十九) “中途分程”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，且间断时间在 24 小时（含）以上。

（三十）“损失”指在承运人提供的运输或与运输有关的其它服务中因旅客死亡或者身体伤害而产生的损失，及因行李毁灭、遗失或者损坏而产生的损失或其它损失。

（三十一）“法国金法郎”是指含有千分之九百成色的六十五点五毫克黄金的货币单位。此项金额可折合为任何国家的货币，取其整数。

（三十二）“正常票价”是在适用期内的头等、公务、经济各舱位等级中承认的最高票价，也包括与之相适应的儿童和婴儿票价。

（三十三）“特种票价”是指不属于正常票价的其他票价。

（三十四）“特别提款权”是指由国际货币基金组织定义的特别提款权。

第二章 适用范围

第一条 一般规定

（一）除本条第（二）款、本章第二条、第三条另有规定外，本条件适用于祥鹏航以民用航空器运送旅客、行李而收取报酬的国际运输。祥鹏航以民用航空器运送旅客、行李而收取报酬的港澳台地区运输参照本条件执行。

（二）除祥鹏航运输规章或相关合同、票证另有规定外，本条件也适用于减免费运输。

（三）除另有规定外，在祥鹏航的规定中如含有与本条件不一致的条款，则本条件优先适用。

第二条 包机

根据祥鹏航包机合同提供的运输，接受包机运输的旅客及行李应遵守祥鹏航包机合同条款规定，包机合同未约定的内容，以本条件规定为准。

第三条 与法律不相抵触

在本条件中如果含有与公约、国家法律、政府规定、命令或要求不一致的条款，以公约、国家法律、政府规定、命令或要求为准；本条件的其余条款仍然有效。

第三章 客票

第一条 客票是运输合同的初步证据

客票是客票上所列承运人和旅客之间航空运输合同订立和运输合同条件的初步证据。承运人只向持有承运人或其授权代理人填开的客票的旅客提供运输并按本运输条件承担适用的责任。客票始终是出票承运人的财产。客票中的合同条件是本运输条件部分条款的摘述。

第二条 客票使用规定

(一) 持纸质客票的旅客未能出示根据祥鹏航规定填开的并包括所乘航班的乘机联和所有其它未使用的乘机联和旅客联的有效客票，无权要求乘机。旅客出示残缺客票或非祥鹏航或其销售代理人更改的客票，也无权要求乘机。

(二) 电子客票旅客应出示有效身份证件，并经祥鹏航或其地面服务代理人验证电子客票状态有效后，方可要求乘机。电子客票行程单仅是记录旅客旅行信息的单据，不作为机场办理乘机手续和安全检查的必要凭证。

第三条 客票的遗失

以下规定适用于祥鹏航或其授权销售代理人填开的客票及行李票的遗失。

(一) 一般规定

如果客票全部或部分遗失，或旅客出示的客票未包括旅客联和所有未使用的乘机联，责任应由旅客本人承担。

(二) 遗失客票的挂失

1、旅客的客票全部或部分遗失，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，旅客应以书面形式向祥鹏航售票处或授权销售代理人申请挂失。

2、旅客申请挂失，必须出示其有效身份证件，并提供原购票日期、地点、行程。如申请挂失者不是旅客本人，还需出示挂失人的有效身份证件以及旅客本人出具的授权书。

3、在旅客申请挂失前，客票如全部或部分已被冒用或冒退，祥鹏航不承担责任，不对遗失客票退还票款或补开票证。

(三) 遗失客票的补开

1、旅客必须填写祥鹏航的《遗失票证补发/退款申请书》。

2、旅客必须声明同意赔偿可能由此造成祥鹏航的一切损失，包括已经或今后被

他人冒用或冒退，以及必要的诉讼费用。祥鹏航将根据旅客请求，在不违反原票价规定的前提下，按照祥鹏航规定收取手续费，并填开新客票以替代上述客票或其部分客票。

3、如遗失客票无相关定座出票记录，祥鹏航有权不予补发新客票，如旅客要求乘机，需另购客票。

4、补开的客票不能办理退款，签转和变更。

（四）重购客票

旅客可按照原行程和日期重新购票并申请办理遗失客票的退款。

（五）遗失客票退款

如旅客直接要求办理遗失客票的退款，旅客应按第三条第二款的规定办理客票挂失，经祥鹏航查证原遗失客票未被冒用、冒退，按祥鹏航规定办理原遗失客票的退款。

第四条 客票不得转让

（一）客票不得转让。

（二）如果客票不是由有权乘机或者退票的人出示的，祥鹏航可向出示该客票的人提供运输或退款。祥鹏航对原客票有权乘机或退票的人不承担责任。

（三）对上述无权乘机人在运输过程中所发生伤亡、延误运输及其行李在运输过程中所发生的损害、遗失、破损、延误到达，祥鹏航不承担责任。

（四）如果客票被无权乘机人冒用或被无权退票人冒退，则祥鹏航对有权乘机人或有权退票人不承担责任。

第五条 客票有效期

（一）客票从旅行开始之日起一年内运输有效，如果客票全部未使用则从填开客票之日起一年内运输有效，但是客票、本运输条件或祥鹏航规章另有规定者除外。

（二）特种票价的有效期限，按照祥鹏航规定的该特种票价的有效期限计算。

（三）客票有效期的计算，从旅行开始或填开客票之日的次日零时起至有效期满之日的次日零时为止。

第六条 客票有效期的延长

（一）由于下列原因，旅客未能在客票有效期内旅行，其客票有效期将延长到祥鹏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：

一取消旅客已经定妥座位的航班；

一未在航班经停地点降停，而该经停地是旅客的出发地、目的地或是中途分程地；

- 一未能合理地按照班期时刻进行航班飞行；
- 一造成旅客错失衔接航班；
- 一替换了不同的座位等级；
- 一未提供事先已确认的座位。

(二) 持正常票价客票或特种票价客票的旅客未能在客票有效期内旅行，是由于祥鹏航在该旅客定座时未能提供该客票舱位等级的航班座位，其客票有效期可以延长至祥鹏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。

(三) 旅客开始旅行后，因病不能在客票有效期内继续旅行，除祥鹏航对所付票价另有适用规定外，该客票有效期可以延长到根据医生证明旅客已恢复适宜乘机之日，或延长到祥鹏航能够按照该客票已付票价的舱位等级提供座位的自恢复旅行地点的第一个航班为止。当客票中未使用的部分含有一个或一个以上中途分程地点时，该客票的有效期则可以按照祥鹏航的规定，根据医生证明适宜乘机之日起延长最多不超过三个月；患病旅客的陪同人员，其客票也可根据祥鹏航的规定予以延长，陪同人员以两人有限。

(四) 如果旅客在旅途中死亡，则可以变更其陪同人员客票的最短停留期限或者延长其客票的有效期；如果旅客开始旅行后，其亲属发生死亡，该旅客及其陪同亲属的客票有效期也可同样予以延长，此种客票的变更必须在收到死亡证明以后才能办理，其客票有效期的延长从死亡之日起最多不超过四十五天，陪同人员以两人有限。以上亲属范围包括：夫妻、父母、子女、兄弟姊妹、祖父母和外祖父母、孙子女和外孙子女、儿媳和公婆、女婿和岳父母、以及其他三代以内的旁系血亲，如伯、叔、姑、舅、姨、侄子女、甥子女、堂兄弟姊妹、表兄弟姊妹。

第七条 票联使用顺序

(一) 客票的乘机联，包括电子客票，必须按照客票上列明的航程，从出发地点开始，按顺序使用。

(二) 如果用于国际运输客票的第一航段未使用，旅客于中途分程地或约定经停地要求开始旅行，祥鹏航有权拒绝运输。

(三) 每一张乘机联或电子客票上必须列明舱位等级，并在航班上定妥座位和日期后方可由祥鹏航接收运输。如果乘机联或电子客票上没有填明定座情况，则应按照有关的票价条件和航班座位可利用情况办理定座。

(四) 如果旅客没能按顺序使用客票的各航段，祥鹏航有权根据规定重新计算上

述已用机票的费用，而旅客有责任补足重新计算的费用与其已付费用间的差额。

第四章 中途分程

第一条 在符合政府和祥鹏航规定的情况下，可允许旅客在约定的经停地中途分程。

第二条 中途分程必须事先安排并填入客票。

第五章 票价和费用

第一条 一般规定

票价指旅客由出发地机场至目的点机场的航空运输价格，不包括机场与机场或者机场与市区之间的地面运输。

第二条 适用票价

适用票价是祥鹏航和祥鹏航的委托机构公布的票价，无公布票价的为祥鹏航按规定组合的票价。除非另有规定，适用票价是客票第一航段的航班运输开始之日有效的票价。旅客购票后，如果变更航程或者旅行日期，应当按照祥鹏航规定由旅客支付相关费用或者给旅客退还差额。

第三条 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，由祥鹏航确定路线。

第四条 税款和费用

政府、有关当局或机场经营人规定的对旅客或由旅客享用的任何服务或设施而按规定征收的税款或者收取的费用，均不包括在适用票价之内。该项税款或者费用由旅客支付。

第五条 货币

旅客应当使用祥鹏航可以接收的货币支付票价和费用。支付的货币不是公布票价货币的，按照购票时的银行兑换率进行兑换或祥鹏航指定的兑换率换算后支付。

第六章 定座

第一条 一般规定

(一) 未经祥鹏航或其授权代理人记录认可，不得认为定座已得到确认。定座只有在旅客按照祥鹏航规定的定座手续和购票时限支付票款，经祥鹏航或其授权代理人填开客票并将定座情况列入有关客票，才能认为定座已经完成并有效。

(二) 按照祥鹏航规定，某些特种票价可以附有限制或免除旅客变更、取消定座权利的条件。

第二条 购票时限

如果旅客未在规定的购票时限内支付票款，祥鹏航或其授权代理人有权取消座位。

第三条 旅客的个人资料

旅客认可向祥鹏航提供的个人资料，旨在用于定座和安排相关的运输服务，以及办理移民和入境手续。为此，旅客授权祥鹏航保留其个人资料且有权将资料传递给地处任何国家的政府机构、祥鹏航有关部门、其他相关承运人或相关服务的提供者。

第四条 座位安排

祥鹏航除按照旅客已定妥的航班和舱位等级提供座位外，不保证旅客所要求的特定位置的机上座位，出于运行、安全或安保的需要，承运人始终保留分配或者重新分配机上座位的权利，即使是在旅客登机之后。

第五条 座位再证实

与其它承运人航班联运的客票，需要按照规定向实际承运人进行座位再证实。旅客未能按要求进行座位再证实的，祥鹏航不承担旅客由此造成的损失。

第六条 承运人对续程座位的取消

如果旅客未使用已定妥的座位又未对后续航段进行再证实，祥鹏航有权取消任何续程座位。

第七条 优先定座

(一) 旅客持未定妥座位的全部或部分航段的客票要求定座，无权要求优先定座。

(二) 旅客持已定妥座位的全部或部分航段的客票要求更改定座的，无权要求优

先定座。

(三) 对非自愿改变航程的旅客，祥鹏航在情况许可时，可给予优先定座。

第七章 乘机

第一条 值机

(一) 旅客应当在规定的时限内到达机场，凭有效旅行文件按时办理客票查验、托运行李、领取登机牌。

(二) 值机部门可直接为已定妥座位的旅客办理值机手续，未定妥座位的旅客需按祥鹏航规定办理候补乘机手续。

第二条 登机

旅客办理完值机并办妥所有政府规定的乘机手续，应当按时到达指定的登机处或登机口。旅客未能及时到达登机处或登机口，或者未出示其有效旅行文件及运输凭证，或者未作好旅行准备，祥鹏航有权为不延误航班而取消旅客预定的座位。对旅客因此所产生的损失，祥鹏航不承担责任。

第八章 拒绝运输和限制运输

第一条 拒绝运输权

祥鹏航出于安全或根据自己合理的判断，确定有下列情况之一时，有权拒绝运输旅客及其行李，由此给旅客造成的损失，祥鹏航不承担责任：

(一) 祥鹏航为了遵守始发地、经停地、目的地或者飞越国家的有关法律、法规和政府规章及其它规范性文件的规定。

(二) 旅客的年龄、精神或身体状况不适合航空旅行；包括但不限于以下情况：

- 1、怀孕 36 周（含）以上的孕妇旅客。
- 2、出生未满 14 天的婴儿和出生不足 90 天的早产婴儿。
- 3、患有传染疾病，且传染疾病对其他旅客的身体健康或安全造成直接威胁，无法通过有效措施控制传染的旅客。
- 4、精神病患者，易于发狂，其行为可能对自身，机组成员或其他旅客造成危险。
- 5、未经妥善处理的面部严重损伤、有特殊恶臭或者有特殊怪癖，可能引起其他

旅客厌倦或者不适者。

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、没有提前申请并获得祥鹏航同意运输许可，到机场后现场临时申请需要使用担架的旅客。

10、经祥鹏航合理判断，在没有额外医疗服务措施情况下，无法安全完成旅行的旅客。

11、处于昏迷状态的吸氧旅客及在地面候机期间也需要用氧的旅客。

12、属于数量受限制的残疾人，但该航班上承运的该类人员数量已经达到限制数量。

（三）旅客不遵守始发地、经停地、目的地或者飞越国家的有关法律、法规和政府规章及其它规范性文件的规定，或不遵守承运人的规定。

（四）拒绝接受对其人身或物品安全检查的旅客以及未通过安全检查的旅客。

（五）旅客未支付适用的票价、费用以及（或）未承兑其与祥鹏航或有关承运人之间的信用付款。

（六）旅客未能出示本人的有效护照、签证或其他旅行证件，或旅客出示的证件与购买客票时使用的不是同一证件。

（七）旅客出示的客票经证明是非法获得或不是在出票承运人或其销售代理企业处购买的、或属已挂失或被盗的、或是伪造的、或不是由祥鹏航或其销售代理企业更改的乘机联或乘机联被涂改的。

（八）交验客票的人不能证明自己是“旅客姓名”栏内列明的人。

（九）旅客不听从机组人员指挥。

（十）旅客的行为影响其他旅客正当权利的实现及对机上安全秩序产生不利影响，或对其自身或其他人员或财产可能造成任何危险或危害。

（十一）携带危险品或致命武器等危险品的旅客。

（十二）其他未经授权携带武器乘机的旅客。

（十三）旅客可能企图在其过境国家非法入境；旅客可能在飞行中销毁其证件；旅客拒绝按照祥鹏航的要求将其旅行证件或复印件交由机组保管。

第二条 由于实际承运的旅客超过了飞机可允许的最大载量，祥鹏航有权决定旅

客及行李的载运安排，对不能成行旅客及行李，祥鹏航将在航班起飞前告知旅客，按照非自愿签转或非自愿退票处理。

第三条 载运限制

（一）无成人陪伴儿童、担架旅客、无自理能力的人、怀孕 32 周(含)-36 周(不含)的孕妇、犯罪嫌疑人、婴儿、在飞行途中需使用呼吸辅助设备旅客、病患旅客、在紧急撤离时需要协助的残疾旅客或需要特殊帮助的旅客等，由于年龄、身体或精神状况在旅途中需要特殊照顾或在一定条件下才能运输，只有在符合祥鹏航规定的条件下，经祥鹏航预先同意并在必要时做出安排后方予载运。

（二）限制运输旅客的数量：出于安全的考虑，祥鹏航对每一航班限制运输旅客的数量进行相应的控制。

（三）祥鹏航遵照民航主管部门关于残疾人航空运输相关法律法规，为具备乘机条件的残疾人提供运输。

（四）祥鹏航遵照《人体捐献器官航空运输管理办法》，为符合携带人体捐献器官的旅客提供运输。

第四条 对被拒绝运输旅客的安排

（一）属本章第一条第（一）、（二）款情形的旅客，已购客票按非自愿退票的规定办理。

（二）属本章第一条（三）、（四）、（六）、（八）、（九）、（十）、（十一）、（十二）、（十三）款情形的旅客，已购客票按自愿退票的规定办理；其中（十一）、（十二）款情形的旅客承运人保留扣留其客票的权利，必要时呈报有关主管部门处理。

（三）属本章第一条第（五）款情形的旅客，由旅客补付不足的票款或税费，或按非自愿退票的规定办理，退还旅客已支付的票款。

（四）属本章第一条第（七）款情形的旅客，承运人保留扣留其客票的权利，必要时呈报有关主管部门处理。

第九章 行李

第一条 禁止和限制作为行李运输的物品

（一）不得作为行李运输的物品

属于可能危及飞机或机上人员、财产安全的物品，例如根据国际民用航空组织《危险物品航空安全运输技术指南》、国际航空运输协会的《危险物品规则》、《中国民

用航空危险物品运输管理规定》及祥鹏航规定中列明的物品,下列物品不得作为行李或夹入行李内托运,也不得作为非托运行李物品带入客舱运输:

1、枪支等武器(包括主要零部件),除警察、军人、国家规定体育比赛团体和法规允许的其他情况外,旅客禁止携带弹药乘机。含军用枪、公务用枪、民用枪、道具枪、发令枪、钢珠枪、境外枪支、各类非法制造的枪支以及上述物品的仿真品等。

2、电击武器(如泰瑟枪)含有诸如爆炸品、压缩气体、锂电池等危险品。

3、爆炸或者燃烧物质和装置,含弹药、爆破器材、烟火制品以及上述物品的仿真品、安全包装的弹药(武器弹药筒、子弹夹)。

4、管制器具,含管制刀具、军警械具以及其他属于国家规定的管制器具。

5、危险物品:

1) 爆炸或燃烧物质和装置。能够造成人身严重伤害或危及航空器安全的爆炸或燃烧装置(物质)或可能被误认为是此类装置(物质)的物品。包括弹药、爆破器材、烟火制品和此类物品的仿真品等。

2) 气体,包括易燃气体、非易燃无毒气体、有毒气体。

3) 易燃液体。

4) 易燃固体、自燃物质、遇水释放易燃气体的物质。

5) 氧化性物质和有机过氧化物。

6) 毒性物质和感染性物质。

7) 放射性物质。

8) 腐蚀性物质。

9) 杂项危险品物质和物品,包括环境有害物质。

10) 祥鹏航规定不得作为行李运输的其他危险物品。

6、其他物品

1) 传染病病原体。

2) 火种(包括各类点火装置),如打火机,火柴。

3) 额定能量值 $>160\text{Wh}$ (瓦特小时)的充电宝、锂电池(除电动轮椅使用的锂电池另有规定)以及燃料电池(除符合祥鹏航规定的为轻便电子设备提供电力的燃料电池外)禁止运输。

4) 安装有不可拆卸锂电池的行李箱,锂金属电池超过 0.3克 或锂离子电池超过 2.7Wh 。

5) 酒精体积百分含量大于 70% 的酒精饮料。

6) 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。

7) 使人丧失行为能力的装置（如催泪瓦斯、胡椒喷雾器）。

7、小型锂电池平衡车，以锂电池为动力，可载人的单轮或多轮移动辅助工具。

8、自发热食品。

9、三星 Galaxy Note7 设备。

10、活体动物，但按照本章第十二条规定办理的除外。

11、内装锂电池和烟火装置等危险品的保险公文箱、现金箱、现金袋等保密设备禁止运输。

12、液体氧气装置。

13、枪式电子干粉灭火器。

14、医用小型氧气瓶或空气瓶（如旅客因病确需在机上使用氧气瓶，需提前 48 小时向祥鹏航提出申请）。

15、任何始发地、经停地、目的地或飞越国家适用的法律、法规或命令所禁运的物品。

16、按照本条件第一章的定义，不属于行李的物品。

17、由于包装、形状、重量、体积、性质不适合航空运输的物品。

18、其他类似物品的详细信息可向祥鹏航查询。

（二）不得作为托运行李运输的物品

旅客不得在托运行李中夹带易碎或易腐物品、货币、珠宝、古玩字画、贵金属、金银制品、流通票据、有价证券、银行卡、信用卡或其它贵重物品、商业或官方或私人文件、护照和其它证明文件或样品、药品或医疗装置和设备、钥匙等，其它需要专人照管的物品不得作为托运行李或夹入行李内托运的物品，在符合祥鹏航关于行李重量、体积限制的情况下，可作为自理行李或免费随身携带物品，由旅客带入客舱并自行保管。对旅客违反上述规定而造成的损失，祥鹏航不承担责任。

（三）限制运输的物品

祥鹏航对运输下列物品有严格的数量限制和包装要求，只有在符合祥鹏航运输条件的情况下，并经祥鹏航同意，方可接受运输：

1、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，必须有符合祥鹏航要求及该类物品应有妥善包装，并且此类物品的重量不得计算在免费行李额内，按逾重行李费收取运费。

2、外交信袋，机要文件。

3、旅客旅行途中使用的电动轮椅。

4、管制刀具以外的利器、钝器，例如菜刀、水果刀、餐刀、工艺品刀、手术刀、

剪刀、镰刀、演出用刀、剑、矛，古董或者作为旅游纪念品的刀、剑以及钢锉、斧子、短棍、锤子等，不能随身携带，应放入托运行李内运输。

5、干冰、液态物品（包括酒类物品及含有酒精的饮料等）、旅客旅行途中所需的烟具、药品、化妆品等。液态物品的容积、容量应符合政府当局、祥鹏航及有关承运人、机场的限制要求，酒类物品含有酒精的饮料不得随身携带须作为托运行李运输。

6、 $100\text{Wh} < \text{额定能量值} \leq 160\text{Wh}$ ， $2\text{g} < \text{锂金属含量} \leq 8\text{g}$ 的个人自用电子设备，经承运人批准后，可以作为手提行李或托运行李运输。

7、医疗所需的气态氧或者空气小型钢瓶；旅客穿在身上供操作机械肢体用的小型二氧化碳气瓶；含有碳氢化合物的催化卷发器，每个旅客不能超过一个。

8、体育运动用器械，包括体育运动用枪支和弹药，必须出具枪支运输许可证或者国家体育行政部门的许可证明，方可作为托运行李运输，枪支必须卸下子弹和扣上保险并妥善包装。

9、导盲犬、助听犬和救助犬等工作犬

10、装入自动充气的个人安全装置（例如救生衣或救生背心）的小型气筒。

11、雪崩救援背包。

12、化学品监视装置。

13、产生热量的物品。

14、野营炉具和燃料罐。

15、非感染性样本。

16、水银气压计或水银温度计。

（四）需要贴挂免责行李牌的物品

收运下列有运输责任争议的行李时，应贴挂“免除责任行李牌”，以免除祥鹏航相应的运输责任。

1、易碎易损坏行李物品；

2、包装不符合要求的行李；

3、小动物、鲜活、易腐物品或者夹带有易腐物品的行李；

4、旅客交运行李过晚；

5、行李有破损和残迹；

6、超过承运人规定托运行李重量和体积限制的超重或者超大行李；

7、无锁或者锁已失效；

8、登机口拉下的超过客舱行李尺寸限制的旅客携带行李。

第二条 拒绝运输权

（一）本章中第一条第(一)款禁止作为行李运输的物品，祥鹏航有权拒绝作为行

李运输；在运输期间一经发现上述任何物品，祥鹏航有权拒绝其继续运输。

(二) 托运行李要用行李箱或其它合适的容器包装，以保证在正常的操作条件下安全运输，否则祥鹏航有权拒绝作为托运行李收运。

第三条 检查权

为了运输安全，祥鹏航可以按规定程序对旅客行李进行检查。为了确定旅客是否携带或其行李内是否夹带本章第一条第(一)、(三)款中所述的物品，即使旅客不在场，祥鹏航也可以对其行李进行检查、扫描或X射线检查。如果X射线或扫描给旅客的行李造成损坏，祥鹏航不承担责任。如果旅客不愿遵守上述规定，祥鹏航有权拒绝该旅客或其行李的运输。

第四条 托运行李

(一) 行李一经托运，即由祥鹏航负责照管，每件托运行李签发一张行李牌识别联。

(二) 旅客应在托运行李的内部或外部标注姓名、联系方式或其他个人识别标志。

(三) 旅客的托运行李尽可能与旅客同机运输。由于安全、安保或运行方面的原因，旅客的托运行李确实不能同机运输的，祥鹏航将向旅客说明，在确保安全及载量许可的情况下，将托运行李安排在后续航班上运输。

(四) 除另有规定外，托运行李每件重量最大不能超过50公斤，体积不能超过40厘米×60厘米×100厘米。超过上述规定的行李，应事先征得祥鹏航的同意才能托运。

第五条 非托运行李（包括自理行李和随身携带物品）

(一) 携带入客舱的行李要妥善安放在旅客前面的座椅下或客舱顶部行李架内。

(二) 除另有规定外，祥鹏航空允许每位经济舱旅客免费携带一件重量不超过5公斤的非托运行李进入客舱，其体积不得超过20×40×55厘米；允许每位公务舱旅客免费携带两件合计重量不超过10公斤的非托运行李进入客舱，每件体积不得超过20×40×55厘米。超过上述规定的行李，应当作为托运行李运输。

(三) 如旅客行李不适合在航空器货舱内运输，例如精致乐器，并且不符合本章第五条第(二)款规定，旅客应提前通知祥鹏航，在获得祥鹏航同意后，方可带入航空器客舱内。

第六条 免费行李额

(一) 在祥鹏航办理的国际运输中，免费行李额分别实行计重制和计件制二种。

旅客应根据祥鹏航规定的条件和限额携带免费运输的行李。

(二) 在一个单一运输合同下组成国际运输的祥鹏航国内航段，旅客适用的免费行李额按行李票上标明的免费行李额为准。

(三) 购买混合等级客票的旅客，其免费行李额可按各该航段票价级别规定的免费行李额分别计算。

(四) 搭乘同一飞机前往同一目的地点或者中途分程地点的两人或两人以上的同行旅客，在同一时间、同一地点办理行李托运手续的，其免费行李额可按各自的票价级别规定的标准合并计算。

(五) 旅客自愿改变航程后的免费行李额，应当按改变航程后客票票价级别所适用的免费行李额的规定办理。旅客非自愿改变航程后的免费行李额，应当按照原客票票价级别所适用的免费行李额的规定办理。

(六) 免费行李额计重制

因祥鹏航空执行行李差异化服务标准，部分航线及舱位无免费托运行李额，具体按照实际下发政策为准。

(七) 免费行李额计件制

因祥鹏航空执行行李差异化服务标准，部分航线及舱位无免费托运行李额，具体按照实际下发政策为准。

第七条 逾重行李

(一) 旅客的托运行李和非托运行李重量，超过该旅客免费行李额的部分，称为逾重行李。逾重行李只有在旅客支付逾重行李费并由祥鹏航填开逾重行李票后才能被承运。

(二) 旅客应当为其逾重行李支付逾重行李费，并由承运人和授权代理人填开逾重行李票后运输。逾重行李费率和计算办法，按祥鹏航空的规定办理。

(三) 超过计件免费行李额的每一件行李按有关规定计收运费。

第八条 声明价值和费用

(一) 旅客在其交运行李每千克价值超过 30 美元，均可以办理行李声明价值。

(二) 托运行李的声明价值不能超过行李本身的实际价值。任何旅客的行李声明价值超过 2500 美元时，声明价值超过承运人规定的最高限额不能按照声明价值的行李进行运输。

(三) 托运行李的声明价值，超过规定限额部分按照每 100 美元申报金额收取 1

美元计算方式来收取（不足 100 美元的部分按 1 美元收取）。

（四）祥鹏航对非托运行李和占用座位的行李、外交信袋以及其他特殊物品（如乐器）不办理声明价值服务，具体咨询祥鹏航或祥鹏航授权代理人。

（五）祥鹏国际航班暂不提供小动物运输服务。

（六）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，祥鹏航有权拒绝提供托运行李的声明价值服务。

第九条 托运行李的收运

（一）旅客必须凭有效的客票托运行李。

（二）旅客将行李托运后收到的行李牌识别联作为认领行李的凭据。

（三）旅客托运有运输争议的行李时，应向祥鹏航做出书面承诺，贴挂免除责任行李牌，以免除祥鹏航相应的责任。

（四）作为行李运输的货物，应经祥鹏航同意后方可与旅客同机运输，但对此类物品的运输要按逾重行李收取费用。

第十条 行李交付

（一）旅客应在目的地点或者中途分程地点凭行李牌识别联尽早领取托运行李，必要时应交验“客票及行李票”。

（二）祥鹏航凭行李牌识别联交付托运行李，对于领取托运行李的人是否确系旅客本人，以及由此造成的损失及费用，祥鹏航不承担责任。

（三）如领取托运行李的人不能出示行李票和行李牌识别联，应提供祥鹏航认可的证明，必要时按祥鹏航的要求，声明同意赔偿由此可能给祥鹏航造成的损失或费用后，方可领取行李。

（四）旅客在领取托运行李时，未提出书面异议，即为该行李已经按照运输合同完好交付的初步证据。

第十一条 占座行李，易碎、贵重物品和外交信袋运输的特殊规定

（一）占座行李

1、行李必须占用座位时，应在定座时提出申请，在取得祥鹏航同意后方可运输。

2、旅客带入客舱的占座行李由其自行照管，占用每一座位的行李重量不得超过 75 公斤，其包装要适当。为了保证飞行安全，旅客及其行李所占用的座位要由祥鹏航指定，在整个旅途中行李用安全带加以固定，必要时须用紧固物系扎牢固。

3、占座行李不计入免费行李额，运费按照旅客购买的成人销售票价计算。

4、如果运输是由连续承运人办理的，则必须取得有关连续承运人的同意。

(二) 易碎、贵重行李，除按照本条件其它有关规定办理外，如需占用座位，按照本条第(一)款的规定办理。

(三) 外交信袋

1、根据外交信使的要求，祥鹏航可以按照托运行李办理，承运人仅承担一般托运行李运输责任。

2、外交信袋如需占用座位，按照本条第(一)款的规定办理。

第十二条 动物

(一) 导盲犬、助听犬等辅助犬

1、导盲犬等辅助犬经祥鹏航同意可以带入客舱运输，但必须系好挽具，不得占用座位。

2、带入客舱的助听犬等辅助犬运输按照出入境国家的相关规定办理，携带辅助犬的旅客应提供相关机构对该犬出具的有效证明。

3、导盲犬或助听犬放置在货舱运输时，必须装入适当容器。

4、经祥鹏航同意携带的导盲犬、助听犬及其容器和食物，可以免费运输，不计入免费行李额。

(二) 旅客应对运输上述的动物的伤亡承担全部责任，除非该伤亡是祥鹏航故意或过失造成的。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，不适宜运输导盲犬或助听犬的，祥鹏航有权不接受运输。如动物因被拒绝入境或者过境而造成受伤、丢失、延误、患病或者死亡，祥鹏航不承担责任。

第十章 班期与时刻

第一条 班期时刻

(一) 祥鹏航应尽力在合理的期限内运送旅客及其行李，遵守公布的在旅行之日内有效的班期时刻。但是，航班时刻表或其他场所所列的时刻仅供参考，并非航空运输合同的组成部分。

(二) 除非损失是由祥鹏航的故意或者明知可能造成损失而轻率地作为或者不

作为所造成的，祥鹏航对班期时刻表或以其它形式公布的时刻表中的差错或遗漏不承担责任。祥鹏航对其雇员、代理人或祥鹏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也不承担责任。

(三) 航班时刻表可以在未给予通知的情况下进行更改，祥鹏航可以在需要的情况下更改时刻表中标明的经停地点，以及在无须给予通知的情况下替换其它的承运人或飞机。

第二条 航班取消及变更

(一) 由于下列情况之一的，祥鹏航可以不经事先通知，改变机型或航线，更换承运人，取消、中断、延期或推迟航班飞行：

- 1、为遵守有关国家的法律、法规和命令；
- 2、为保证飞行安全；
- 3、承运人无法控制或不可预见的原因。

(二) 根据《蒙特利尔公约》，由政治不稳定、天气条件与相关的航班的运营不协调、安全风险、意想不到的飞行安全缺陷和影响承运人经营的罢工等特殊情势导致的航班取消、中断、延期或推迟飞行，即使承运人采取了所有可合理要求的措施都不可能避免该情势的发生，承运人的责任将被减免。

(三) 与特定日期的特定航空器相关的空中交通管制的决定所影响导致长时间的航班延误、整夜的延误，或由该航空器执行的一个或多个航班的取消，这种特殊的事件应被认为是存在的，即使是承运人为了避免航班的延误或取消采取了所有合理的措施。

第三条 后续安排

(一) 由于第二条第(一)款所列的原因之一，祥鹏航取消或延误航班，未能向旅客提供已定妥的座位或事先已分配的座位，或未能在旅客的中途分程地点或目的地点停留，或造成旅客已定妥座位的航班衔接错失，祥鹏航考虑旅客的合理需要采取下列措施之一：

- 1、为旅客安排在第一个能够定妥座位的祥鹏航的后续航班，或协助旅客签转到其他承运人的航班运输。
- 2、按照本条件第十二章第五条的非自愿退票有关规定办理退票。
- 3、协助旅客安排膳宿、地面交通等服务。始发地旅客的费用由旅客自理。对中转和过境旅客的服务安排根据祥鹏航《地面服务手册》规定办理。

4、改变原客票载明的航程，安排祥鹏航空航班或者签转给其他承运人，将旅客运送到目的地点或者中途分程地点。

(二) 由于祥鹏航原因，祥鹏航取消或延误航班，未能向旅客提供已定妥的座位或事先已分配的座位，或未能在旅客的中途分程地点或目的地点停留，或造成旅客已定妥座位的航班衔接错失，祥鹏航考虑旅客的合理需要采取下列措施之一：

1、为旅客安排在第一个能够定妥座位的祥鹏航的后续航班或签转给其他承运人的航班运输，将旅客运达目的地点。

2、按照本条件第十二章第五条的非自愿退票有关规定办理退票。

3、由于机务维护、航班调配、机组等属祥鹏航原因造成的国际航班延误，祥鹏航将根据航班延误时间的实际情况，向旅客提供经济补偿。祥鹏航原因导致航班延误4小时(含)以上，向旅客补偿人民币200元/人，其中婴儿旅客标准为100元/人。多种原因导致航班持续延误，以其中祥鹏航原因所致延误时段计算延误时间，并按照前述标准提供经济补偿。

4、根据祥鹏航的规定协助旅客安排膳宿、地面交通等服务。

5、除采取以上措施外，祥鹏航对旅客不再承担其它任何责任。

第四条 由于祥鹏航的原因造成以下情况之一，造成航班取消、中断、延期或推迟飞行，祥鹏航将按其规定向旅客提供餐饮、住宿或其它祥鹏航认为必要的服务，但祥鹏航不保证向旅客提供超过其规定标准的服务。

(一) 取消旅客已经定妥座位的航班；

(二) 取消的航班约定经停地点中含有旅客的出发地点、目的地点或中途分程地点；

(三) 未能在合理的时间内按照班期时刻进行飞行；

(四) 造成旅客已定妥座位的航班衔接错失；

(五) 未能提供事先已定妥的座位。

第五条 有限责任

以上所列的补救措施是旅客可选择的全部补救措施，除公约另有规定外祥鹏航不再承担其他责任。

第六条 延误免责

祥鹏航应采取一切必要措施避免旅客及其行李的延误，如祥鹏航已经采取了一切必要措施或不可能采取该措施的，祥鹏航不承担延误责任。

第十一章 改变航程和更改客票

第一条 旅客已开始旅行但未到达目的地点前要求改变客票中未使用部分载明的航程、目的地点、承运人、座位等级、航班或者客票有效期，为自愿改变航程。承运人取消旅客已定妥座位的航班，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飞行，或者未能提供事先定妥的座位造成旅客改变航程，为非自愿改变航程。

第二条 自愿改变航程，按下列规定办理：

（一）旅客应当在未到达客票载明的目的地点前提出；

（二）改变航程后，应当适用原客票第一张乘机联载明的运输开始之日所适用的票价和各项费用；

（三）改变航程后的票价和各项费用与原票价和各项费用的差额，应当由旅客支付或者由承运人退还；

（四）改变航程后填开新客票的有效期应当与原客票所适用的有效期相同，并从原客票第一张乘机联载明的运输开始之次日零时起计算。

第三条 因执行本规则第十章第二条第（一）款的规定，造成旅客非自愿改变航程的，承运人应当考虑旅客的合理需要，并按下列规定办理：

（一）为旅客安排第一个能够定妥座位的航班或者签转给其他承运人；

（二）改变原客票载明的航程，安排承运人的航班或者签转给其他承运人，将旅客运送到目的地点或者中途分程地点；

（三）按照本规则第十二章第五条的规定办理；

（四）协助旅客安排膳宿、地面交通等服务。始发地旅客的费用由旅客自理。

第四条 因下列情况之一，造成旅客非自愿改变航程的，承运人应当在按照本章第三条第（一）、（二）、（三）项的规定处理的同时，还应当按照承运人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：

（一）承运人造成旅客已定妥座位的航班取消；

（二）承运人的航班未在旅客目的地点或者中途分程地点降停；

（三）承运人未合理地安排班期时刻飞行；

（四）承运人未提供旅客事先已定妥的座位；

(五) 承运人造成旅客错失已定妥座位的衔接航班。

第十二章 退票

第一条 一般规定

(一) 由于祥鹏航未能按照运输合同提供运输，或由于旅客自愿改变其安排，祥鹏航或其授权代理人将按照本章和祥鹏航其它规定，对未使用的祥鹏航客票或其未使用部分航程办理退票。

(二) 旅客应在客票有效期内申请退票；超过客票有效期而申请退票，祥鹏航可以拒绝其退票申请。

第二条 退票地点

旅客要求退票应当在原购票地点或者经祥鹏航同意的其他地点办理。

第三条 货币

办理退票必须符合原购票地和退票地国家的法律及其它有关规定。用原付货币退款，但也可以用原购票地国家货币或退票地国家货币退款。

第四条 退票对象、所需文件及责任免除

(一) 由于承运人或旅客原因，旅客不在客票有效期内完成部分或全部航程，可以在客票有效期内要求退票。旅客要求退票，应凭客票或客票未使用部分的“乘机联”和“旅客联”办理。退票只限在出票地、航班始发地、终止旅行地的承运人或其销售代理人售票处办理。票款只能退给客票上列明的旅客本人或其委托代理人。

如果申请退票人不是客票上载明姓名的旅客本人，申请退票人必须在出具其身份证明原件的同时，提供该客票上载明姓名的旅客的身份证明原件和其退票授权书。

(二) 除客票遗失的情况外，申请退票人应向祥鹏航空提供旅客联、付款凭据和所有未使用的乘机联方能办理退票。购买电子客票的旅客凭本人有效身份证件办理退票。

(三) 祥鹏航将票款退给持有客票未使用的全部乘机联、旅客联及付款凭据，并符合本条第(一)、(二)款规定的人，被视为正当退款，祥鹏航立即解除责任。

第五条 非自愿退票

由于本条件第三章第六条第(一)款、第十章第二条所列的原因之一，旅客要

求退票，按以下规定办理：

（一）客票全部未使用，退还全部已付票款；

（二）客票已部分使用，从已付票款中扣除已使用航段票款，其余额与从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，但所退票款不得超过已付票款的总额。

第六条 自愿退票

旅客自愿要求退票，按以下规定办理：

（一）客票全部未使用，从已付票款中扣除所有适用的服务费或退票费，退还余额；

（二）客票已经部分使用，从已付票款中扣除已使用的航程部分的适用票价，再扣除所有适用的服务费或退票费，退还余额。

第七条 拒绝退款权

（一）按照适用运价及祥鹏航有关规定不能办理退票的，祥鹏航有权拒绝退票。

（二）提供给祥鹏航或政府作为准备离境证明的客票，祥鹏航不予退票。但如果旅客确已取得居留许可或将改乘其他承运人航班或使用其它运输方式离境的，在旅客提供给祥鹏航认为满意的证明后，祥鹏航可予以退票。

第十三章 飞机上的行为

第一条 旅客如果在飞机上的行为危及飞机或飞机上任何人员或财产的安全，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，祥鹏航有权采取一切必要适当的措施，包括对旅客的管束，以制止这种行为。

第二条 未经祥鹏航许可，旅客不得在飞机上使用便携式收音机、移动电话、电子游戏机或包括无线电操纵的玩具和对讲机在内的发射装置，不得在飞机上使用除助听器 and 心脏起搏器以外的任何电子设备。

第三条 航班禁烟

祥鹏所有航班均已禁烟，机上所有区域禁止吸烟。

第四条 安全带

旅客在机上就座时，应按要求系好安全带。

第十四章 一般服务

第一条 祥鹏航不负责为旅客提供机场区域内、机场与市区之间或在同一城市的机场与机场之间的地面运输。对于此项地面运输服务提供者的行为或疏忽，或销售代理人为旅客取得此项地面运输服务给予的任何帮助，祥鹏航不承担责任。

第二条 旅客在联程航班衔接地点的地面膳宿费用，应由旅客自理。

第三条 空中飞行过程中，祥鹏航按规定向旅客提供饮料或餐食。旅客要求提供超过规定的其他服务，祥鹏航可收取相应的费用。

第十五章 附加服务安排

第一条 如在签订航空运输合同过程中，祥鹏航同意安排附加服务，除非是由于祥鹏航在安排此项附加服务中的过错造成的损失，祥鹏航对旅客不承担任何责任。

第十六章 行政手续

第一条 一般规定

(一) 旅客必须完全遵守有关始发地、经停地、目的地和飞越国家的法律、法规、命令、要求、旅行规定以及承运人的规章和要求，并承担责任；

(二) 祥鹏航对其雇员或代理人为了协助旅客取得必要的证件或签证或遵守上述法律、法规、命令、要求、旅行规定等所提供的无论是书面的或其它形式的任何帮助或信息均不承担责任；对任何旅客因未能取得必要的证件或签证或未能遵守上述法律、法规、命令、要求、旅行规定等而产生的后果，祥鹏航也不承担责任。

第二条 旅行证件

(一) 旅客必须出示有关国家法律、法规、命令或规定所要求的出境、过境、入境、健康和其它证件，旅客也必须允许祥鹏航收存其副本或复印件；

(二) 旅客未能遵守适用法律、法规、命令、要求、规定或所持证件不完备，或

者旅客不允许祥鹏航收存其证件副本或复印件，祥鹏航保留拒绝运输的权利。

第三条 拒绝过入境

（一）由于旅客未获准过境或进入目的地国家，祥鹏航按照有关国家的政府命令将旅客运回其始发地或其它地点时，该旅客应按祥鹏航规定支付其适用票价；

（二）旅客已经支付给祥鹏航的未使用航段的任何款项或者该旅客在祥鹏航手中的任何资金，祥鹏航均可用于支付上述票款；

（三）用于运送至拒绝入境地点或遣返地的客票，祥鹏航不予办理退款。

第四条 罚金、拘留费等

（一）如果由于旅客未能遵守有关国家法律、法规、命令、要求、旅行规定或未能出示所要求的证件而造成祥鹏航支付或垫付罚金、罚款或承担任何费用，旅客必须足额偿还祥鹏航支付或垫付的上述任何款项及承担的任何费用；

（二）旅客已经支付给祥鹏航的未使用航段的任何款项，或者祥鹏航所掌管的旅客的任何款项，祥鹏航均可用于弥补上述支出。

第五条 海关检查

（一）海关或其他政府人员要求检查其托运行李或非托运行李时，旅客必须到场接受检查；

（二）由于旅客未能遵守上述规定，祥鹏航对旅客由此受到的损失或损坏不承担责任。

第六条 安全检查

旅客及其行李必须接受政府或机场行政人员或祥鹏航的任何安全检查。

第七条 法律法规

祥鹏航根据自己对适用法律、政府法规、指令、命令或要求的合理判断决定拒绝或已经拒绝对旅客提供运输服务的，不承担责任。

第十七章 连续承运人

第一条 由数个连续承运人依照一本客票或一本客票及其连续客票提供的运输应被视为一项单一的运输。

第二条 对于旅客损害，除明文约定由第一承运人对全程运输承担责任外，旅客

或者任何行使其索赔权利的人，只能对发生事故或者延误时履行该运输的承运人提出。

第三条 关于托运行李损失，旅客有权对第一承运人提出索赔，有权接受交付的旅客有权对最后承运人提出索赔，旅客也可以对发生毁灭、遗失、损坏或者延误的运输区段的承运人提出索赔。上述承运人应当对旅客承担连带责任。

第十八章 损害责任

第一条 祥鹏航对发生在祥鹏航的班机上或者在上、下班机过程中的旅客伤亡事故承担损害赔偿赔偿责任；但是，旅客的人身伤亡完全是由于旅客本人的健康状况造成的，祥鹏航不承担责任。

第二条 祥鹏航对发生在祥鹏航的班机上或者处于祥鹏航掌管之下任何期间内的托运行李毁灭、遗失或者损坏事件承担损害赔偿赔偿责任。对于非托运行李，包括旅客随身携带物品，祥鹏航对因其过错或者其受雇人或者代理人的过错造成的损失承担责任。但是，行李（包括托运行李、非托运行李和旅客随身携带物品）损失是由于行李的固有缺陷、质量或者瑕疵造成的，祥鹏航不承担责任。另外，祥鹏航对行李的外部损伤和正常磨损不承担责任，例如：行李的外部支出部分如：带子、口袋、拉杆、挂钩、轮子或者其他黏附在行李的部分的损坏和超大/超包装的行李的损坏。

第三条 祥鹏航对旅客或行李在航空运输中因祥鹏航的延误引起的损失承担责任。但是，祥鹏航或者其受雇人、代理人为了避免损失的发生，已经采取一切必要措施或者不可能采取此种措施的，祥鹏航不承担责任。旅客必须在祥鹏航规定的时间内对行李损失提出申报并提供相应单据，否则祥鹏航将不承担责任。

第四条 经祥鹏航证明，损失是由索赔人或者索赔人从其取得权利的人的过错造成或者促成的，应当根据造成或者促成此种损失的过错的程度，相应免除或者减轻祥鹏航的责任。旅客以外的其他人就旅客伤亡提出赔偿请求时，经祥鹏航证明，伤亡是旅客本人的过错造成或者促成的，同样根据造成或者促成此种损失的过错的程度，相应免除或者减轻祥鹏航的责任。

第五条 关于赔偿责任限额的适用

（一）若属于 1999 年《蒙特利尔公约》规定的“国际运输”，则优先适用该公

约关于责任限额的规定。

(二) 若属于 1929 年《华沙公约》及 1955 年《海牙议定书》规定的“国际运输”，但不属于 1999 年《蒙特利尔公约》规定的“国际运输”，则适用《华沙公约》及其《海牙议定书》关于责任限额的规定。

(三) 若不属于公约适用的“国际运输”，则适用双边条约或《中华人民共和国民用航空法》等国内法律、政府法规或命令的相关规定。

第六条 公约关于赔偿责任限额的规定

(一) 《华沙公约》及《海牙议定书》

1、祥鹏航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。

2、祥鹏航对托运行李的赔偿责任限额不超过每公斤二百五十法国金法郎或等值货币；对非托运行李和旅客随身携带物品的责任限额不超过每一旅客五千法国金法郎或等值货币。行李票上如果没有行李重量记录，托运行李的总重量被认为不超过所乘座位等级适用的免费行李额。按照本条件第九章第八条办理声明价值的托运行李，其损害赔偿以该声明价值为限。

(二) 1999 年《蒙特利尔公约》

1、祥鹏航对每名旅客不超过 10 万特别提款权的旅客伤亡赔偿责任适用公约第二十一条第一款和第二十条的规定。

2、祥鹏航对每名旅客超过 10 万特别提款权的旅客伤亡赔偿责任适用公约第二十一条第二款和第二十条的规定。

3、祥鹏航对行李（包括托运行李、非托运行李和旅客随身携带物品）的赔偿责任限额不超过每名旅客 1000 特别提款权或等值货币。按照本条件第九章第八条办理声明价值的托运行李，其损害赔偿以该声明价值为限。

第七条 在与本条件前述各项规定不相抵触的情况下，无论其国际运输是否适用本条件所指定的公约，以下条款均适用：

(一) 祥鹏航仅对本公司航班的运输承担损害责任；祥鹏航为其他承运人航班的运输填开客票或办理行李托运，只能作为该承运人的代理人。

(二) 由于祥鹏航为遵守相关法律或政府法规、命令或规定所产生的任何损失，祥鹏航不承担责任；由于旅客未能遵守上述法律或政府法规、命令或规定而产生的任何损失，祥鹏航也不承担责任。

(三) 祥鹏航的责任以不超过经证实的直接损失数额为限；对于间接损失或后果

性损失，祥鹏航不承担责任。

（四）由于旅客行李中的物品对旅客造成伤害或对其行李造成损害，祥鹏航不承担责任；由于旅客行李中的物品对他人造成伤害或对他人或祥鹏航的财产造成损害，该旅客应赔偿祥鹏航的损失和由此支付的一切费用。

（五）对于旅客在托运行李内夹带的易碎易腐物品、货币、珠宝、贵金属、金银制品、流通票据、有价证券或其它贵重物品、商业文件、护照和其它证明文件或样品的损失，祥鹏航均不承担责任。

（六）由于旅客本人的年龄、精神或健康状况而造成或加重其本人的任何疾病、伤害、残疾或死亡，祥鹏航不承担责任。

（七）本运输条件任何有关祥鹏航的责任免除或限制条款，同样适用于祥鹏航的代理人、雇员和代表以及将其飞机提供给祥鹏航使用的任何人及其代理人、雇员和代表；祥鹏航和上述代理人、雇员、代表以及祥鹏航使用其飞机的任何人及其代理人、雇员和代表所支付的赔偿总额，不得超过依照本条件所适用的责任限额。

第八条 除非本条件中有明确规定，本条件不排除公约或适用法律对免除或限制祥鹏航责任的任何规定的适用。

第十九章 异议和诉讼时限

第一条 异议时限

（一）对于托运行李发生损失的，有权提取托运行李的人必须在发现损失后立即向祥鹏航提出异议，最迟自收到或应当收到托运行李之日起七日内提出；托运行李发生延误的，异议最迟自托运行李交付收件人处置之日起二十一日内提出；

（二）任何异议均必须在前款规定的期间内以书面形式提出或者发出；

（三）有权提取托运行李的人未按以上规定提出异议的，不得向祥鹏航提起诉讼。

第二条 诉讼时限

诉讼应当自飞机到达目的地之日、应当到达目的地之日或者运输终止之日起两年内提起，否则就丧失对任何损失索赔和诉讼的权利。诉讼期限的计算方法根据案件受理法院地的法律确定。

第二十章 修改和生效

第一条 祥鹏航有权依照中国民用航空局规定的程序，不经通知修改其运输条件，但此修改不适用于修改前已经开始的运输。

祥鹏航的工作人员、授权代理人或雇员都无权修改、更改、放弃或违反本运输条件的任何规定。

第二条 本运输条件共有中文和英文两种版本，如发生争议，以中文版本为准。

第三条 本条件已报中国民用航空局备案，自 2019 年 8 月 1 日起生效并施行。祥鹏航 2018 年制定施行的《云南祥鹏航空有限责任公司旅客、行李国际运输总条件》同时废止。

本条件的解释权归云南祥鹏航空有限责任公司。

On 01th Aug, 2019

Lucky Air Company Limited

Declaration

‘General Conditions of International Carriage for Passenger and Baggage , Lucky Air Company Limited’ , based on Contract Law of the People’s Republic of China, Civil Aviation Law of the people’s Republic of China as well as Rules of International Carriage for Passenger and Baggage of CAAC, comes into effect on August 1, 2019. Here is published. And ‘General Conditions of International Carriage for Passenger and Baggage, Lucky Air Company Limited’ published in 2018 is abandoned.

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Article 1 Definition

1. Unless otherwise required or provided for under specific provisions, the following terms in the "*Lucky Air Company Limited General Conditions for International Carriage of Passengers and Baggage*" (hereinafter referred to as the "Conditions") shall have the following meanings:

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

1.2 "International Carriage" means, unless otherwise stipulated by the Conventions, transportation where either the origin or the destination or an agreed stopping place, whether or not there is a break or transfer in the course, is not inside the borders of the People's Republic of China according to the contract of carriage entered into by the parties.

1.3 "Carrier" means the public air transportation corporation who issues the ticket, transports or undertakes to transport the passenger listed on the ticket and his/her baggage.

1.4 "Codesharing or Codeshare Flights" means a carrier uses its flight number on the other operating carrier's aircraft or multiple airlines use their unique flight number on the same aircraft by agreement.

1.5 "Contracting Carrier" means a carrier, which concludes a contract on its behalf with the passenger or an agent of the passenger.

1.6 "Issuing Carrier" means a carrier whose digital code appears on the passenger coupon of the ticket.

1.7 "Validating Carrier" means an air carrier whose Airline Designator Code appears on the Coupon.

1.8 "Lucky Air" means an abbreviation of Lucky Air Company Limited.

1.9 "Lucky Air Regulation" means the regulations (including applicable ticket fares and conditions) legally formulated and published by Lucky Air for the purpose of managing its passengers and the transportation of their baggage, which will be in effect once the ticket is issued.

1.10 "Authorized Sales Agent" means a passenger sales agent who has been appointed by the carrier to represent the carrier in the sale of air transportation and also, having gained its authorization, for other carriers.

1.11 "Authorized Ground Service Agent" means a ground service agent who has been appointed by Lucky Air to provide ground services for Lucky Air's flights.

1.12 "Passenger" means any person other than members of the crew who is to be carried or having been carried by an aircraft pursuant to the agreement of the Carrier.

1.13 "Children" means any person whose age is above two (2) years and below twelve (12) years on the date of the commencement of travel.

1.14 "Infant" means any person whose age is above fourteen (14) days and below two (2) years on the date of commencement of travel.

1.15 "Ticket" means a valid document sold or approved and ensured by the carrier or its authorized agent, including paper tickets and electronic tickets. A paper ticket is proof of the so-called "ticket" and the baggage check, which is issued by the Carrier or its authorized agents. A paper ticket contains information including the conditions of the transport contract, statements, notices, and the flight and passenger coupon. An electronic ticket is an electronic replacement of an ordinary paper ticket.

1.16 "Electronic Ticket" is a replacement for a paper ticket, whereby the information on the paper ticket is stored in the system database in the form of electronic data, and serves as proof of sale, settlement and transportation.

1.17 "Electronic Ticket Itinerary" means a paper document that contains

information such as passenger name, route and fare, etc.

1.18 "Conjunction Ticket" means a ticket issued to a passenger in conjunction with another ticket, which together constitute a single contract of carriage.

1.19 "Passenger Coupon" means that portion of the paper ticket which is marked as such and which is to be retained by the passenger.

1.20 "Flight Coupon" means that portion of the paper ticket that bears the notation "good for passage", indicating that this flight coupon is used for transportation between two appointed places.

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

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

1.23 "Checked Baggage" means any baggage of which the carrier takes sole custody and for which the carrier has issued a baggage check.

1.24 "Cabin Baggage" means any baggage of the passenger other than checked baggage, which the passenger takes sole custody of.

1.25 "Baggage Tag" refers to the label that identifies the baggage and the document that allows the passenger to claim the checked baggage.

1.26 "Baggage Check" means the document released by the carrier to be used specifically for identification of the Checked Baggage.

1.27 "Excess Baggage" means the portion of baggage which exceeds the free baggage allowance calculated by weight or piece.

1.28 "Agreed Stopping Places" means places set out in the Ticket or shown in the carrier's timetables as scheduled stopping places on the passenger's route.

1.29 "Stopover" means a deliberate interruption to the journey by the

passenger, at a point between the origin and the destination, which has been agreed upon in advance by the Carrier.

1.30 "Damage" refers to losses incurred through personal injury or death of a passenger sustained and caused by or in relation to the transportation provided by the Carrier, losses or other damage arising from the destruction, loss, or damage of baggage.

1.31 "French Gold Francs" means francs consisting of 65 milligrams of gold with a fineness of nine hundred thousandths. This amount of money can be converted into any currency of the country in round numbers.

1.32 "Normal Fare" means the highest fare established for the first, business or Economy Class service during the period of applicability, including the corresponding fares of child and infant tickets.

1.33 "Special Fare" refers to fares other than normal fares.

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

Article2 Application

2. 1 General

2.1.1 Except as provided in 2.1.2, 2.2 and 2.3, these Conditions apply to all international carriage by air of passengers and baggage performed by Lucky Air for monetary compensation. These Conditions likewise are valid for the air transport relating to Hong Kong SAR, Macau SAR as well as Taiwan region.

2.1.2 These Conditions also apply to no charge and reduced fare carriage except to the extent that Lucky Air has provided otherwise in its regulations or in the relevant contracts or tickets.

2.1.3 In the event of inconsistency between these General Conditions of Carriage and any Conditions of Contract or any other regulations we may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

2.2 Charter

According to the transportation incorporated in the charter agreement, passenger and carriage are performed pursuant to a charter agreement. These Conditions shall be taken as final when the context is outside the charter agreement.

2.3 No Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, laws, government regulations, orders or requirements, those Conventions, laws, government regulations, orders or requirements shall be taken as final. The other provisions of these Conditions remain valid.

Article 3 Tickets

3.1 A ticket is the preliminary evidence of the transportation contract

A ticket is the preliminary evidence of the transportation contract between the issuing carrier and the passenger. The carrier provides transportation only for passengers holding a ticket issued by the carrier or its authorized agent and assumes liabilities pursuant to these transportation conditions. The ticket remains at all times the property of the issuing carrier. The Conditions of the Contract contained on the ticket are a summary of some of the provisions of these Conditions of Transportation.

3.2 Provisions for Ticket Use

3.2.1 A passenger who uses a paper ticket is not entitled to board a flight unless such passenger presents a ticket that is valid and duly issued in accordance with Lucky Airlines' Regulations, contains the flight coupon for that flight, and all other unused flight coupons and the passenger coupon. A passenger is not entitled to board the plane if the ticket presented is damaged and incomplete or has been altered other than by Lucky Airlines or its authorized agent.

3.2.2 A passenger who uses an electronic ticket is not entitled to board a flight unless such passenger provides valid identification and valid status of the electronic ticket checked by Lucky Airlines or its ground service agent. The electronic ticket itinerary is only a record of the passenger's travel information, and cannot be used as the necessary certificate for the passenger to check in and go through security inspection

3.3 Loss of Tickets

The following regulations apply in the event of loss of tickets and baggage receipts issued by Lucky Airlines and its authorized sales agent.

3.3.1 General

Where all or part of the tickets are lost, or the tickets presented do not contain the passenger coupons and all unused flight coupons, the passenger takes full responsibility.

3.3.2 Reporting the Loss of Tickets

3.3.2.1 Where all or part of the tickets are lost or the tickets presented do not contain the passenger coupon and all unused flight coupons, the passenger shall file a written loss report at a ticket office of Lucky Airlines or its sales agent.

3.3.2.2 When reporting the loss of a ticket, the passenger must show his or her valid identification and provide the date, place, and itinerary of the ticket that was originally purchased. If the person who reports the loss of a ticket is not the passenger, the valid identification card of this person and a power of attorney issued by the passenger must be presented.

3.3.2.3 In the event that all or part of the tickets has been used or returned as a result of fraud before the passenger reports the loss of a ticket, Lucky Airlines shall not be liable and may refuse a refund or replacement for the lost ticket.

3.3.3 Replacement of a lost ticket

3.3.3.1 Passenger should complete an Application for Replacing or Refunding of Lost Ticket of Lucky Air.

3.3.3.2 Lucky Air may at the passenger's request and subject to Lucky Air's Regulations replace such ticket by issuing a new ticket after collecting a charge fee, provided that the passenger agrees in such form as may be prescribed by Lucky Air to indemnify Lucky Air for any loss or damage which Lucky Air may sustain by reason of the use of the lost ticket, and to pay the fare applicable to the new ticket in the event, and to the extent, that the lost or missing ticket is used by any person, or that refund in respect thereof is made to any person.

3.3.3.3 Lucky Air has the right not to reissue a new ticket if no reservation or ticketing record can be located for the lost ticket. Passenger must buy a new ticket if he or she wants to take such flight.

3.3.3.4 The replaced ticket is non-refunded, non-endorsable and non-re routable.

3.3.4 Repurchasing ticket

Passenger can repurchase the ticket according to the original schedule and date and apply for a refund of the lost ticket.

3.3.5 Refund for Lost Tickets

If passenger wants to refund the lost ticket directly, he or she must report the lost ticket according to 3.3.2. The lost ticket will be refunded provided no fraud or use by third party has been confirmed by Lucky Air.

3.4 Ticket not Transferable

3.4.1 Tickets are not transferable.

3.4.2 If the ticket is presented by a person other than the person entitled to board the plane or return the ticket, Lucky Air may provide transportation or refund for such person. Lucky Air shall not be liable to the person with the original right to use or request refund for the ticket..

3.4.3 If a ticket were to be used by any person other than the person entitled to be carried, Lucky Air is not liable for the death or delay in the carriage of such person or for the destruction, loss or damage to or delay in the carriage of such person's baggage.

3.4.4 If a ticket is used or returned by any person other than the person entitled to board the plane, Lucky Air is not liable for the person entitled to board the plane or return the ticket.

3.5 Period of validity of the ticket

3.5.1 A ticket is valid for transportation for one year from the date of commencement of the travel, or if none of the tickets are used, from the date of issuance thereof, except as otherwise provided in the ticket, these Conditions or Lucky Air's Regulations.

3.5.2 The validity of a special fare ticket is calculated according to Lucky Air's Regulations.

3.5.3 The validity of a ticket is calculated from the date of commencement of travel or 0^h clock of the next day upon which ticket is issued to 0^h clock of the next day of expiration date.

3.6 Extension of Validity of the ticket

3.6.1 If for the following reasons, the passenger is prevented from traveling within the validity period of the ticket, the validity period of the passenger's ticket may be extended until Lucky Air's first flight on which a seat is available in the class for which the fare has been paid:

- Lucky Air cancels the flight on which the passenger holds a reservation
- Lucky Air skips a scheduled stop which is the passenger's place of departure, place of destination or a stopover;
- Lucky Air fails to reasonably operate a flight as scheduled;
- The passenger misses a connection flight due to Lucky Air's fault;
- Lucky Air fails to provide the passenger with a previously confirmed seat.
- The carrier changes the seating class.

3.6.2 When a passenger with a normal fare ticket, or a special fare ticket which has the same validity as a normal fare ticket, is prevented from travelling within the period of validity of his ticket because at the time such passenger requests reservations Lucky Air is unable to provide space on

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

3.6.3 When a passenger, after having commenced his/her journey, is prevented from traveling within the validity period of his/her ticket by reason of illness, Lucky Air will extend the validity period of that passenger's ticket until the date when he/she becomes fit enough to travel, or the first date after such date when a seat becomes available on Lucky Air's flight in the class for which the fare has been paid, except where Lucky Air regulations provide otherwise. Passengers shall provide diagnosis certificates issued by a doctor as required by Lucky Air. When the flight coupons remaining in the ticket include one or more stopovers, the validity period of the ticket, subject to Lucky Air's Regulations, will be extended for no more than three months from the date when the passenger becomes fit to travel according to the medical certificate. In such circumstances, Lucky Air will extend similarly the validity period of tickets of other members of his or her immediate family (a maximum of two) accompanying an incapacitated passenger.

3.6.4 In the event of the death of a passenger en route, the Tickets of persons accompanying the passenger may be modified by waiving the minimum stay or extending the period of validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's ticket and those of his or her immediate family who are accompanying the passenger, may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death shown on the death certificate. Accompanying passengers are limited to two. The family members described above include: spouses, parents, offspring, brothers and sisters, grandparents, grandchildren, sons

or daughters in law, parents-in-law, and other blood relatives to three generations, such as aunts and uncles, nephews and nieces and first cousins.

3.7 Coupon sequence

3.7.1 Flight coupons on tickets, including electronic tickets, are used sequentially starting from the departure city in accordance with the segments set forth on the ticket.

3.7.2 Lucky Air may not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his or her journey at any stopover or agreed stopping place.

3.7.3 Each flight coupon on tickets or electronic tickets will set out the cabin class, and specify the seat and date of the flight to be accepted by Lucky Air for transportation. When flight coupons on a ticket or an electronic ticket do not specify a reservation, a seat will be reserved based on the conditions for the relevant fare and the availability of seats on the flight.

3.7.4 If the passenger fails to use the flight coupons in sequence, Lucky Air is entitled to re-compute the fares in accordance with the regulations for the use of said coupons and the passenger is liable to Lucky Air for any difference between the recomputed fares and the fares already paid by or due from the passenger.

Article 4 Stopovers

4.1 Stopovers may be permitted at agreed stopping places but may be subject to government requirements and Lucky Air's Regulations.

4.2 Stopovers may be arranged in advance and provided in the ticket.

Article 5 Fares and Fees

5.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport

service between airports and between airports and town centers.

5.2 Applicable Fare

Applicable fares for carriage are published by Lucky Air or those on behalf of Lucky Air or, if not so published, constructed in accordance with Lucky Air's Regulations. Except where it is otherwise expressly provided, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket. When changing the itinerary or the date of travel after ticketing, the difference shall be paid by the passenger, or, except where it is otherwise expressly provided, refunded by Lucky Air, in accordance with Lucky Air's Regulations.

5.3 Routing

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

5.4 Taxes and Charges

Any tax or charge imposed by government or by municipal or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger.

5.5 Currency

Passengers may pay fares and charges in any currency acceptable to Lucky Air. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange given by the bank in accordance with the date of ticketing or at the prevailing rate of exchange established by Lucky Air.

Article 6 Reservations

6.1 General

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

6.1.2 As provided in Lucky Air' s Regulations, certain fares may have conditions which limit or exclude the passenger' s right to change or cancel reservations.

6.2 Ticketing Time Limit

If the passenger has not paid for his ticket within the ticketing time limit prescribed in Regulations, the reservation may be cancelled by Lucky Air or its Authorized Agent.

6.3 Personal Data

The passenger recognizes that personal data has been given to Lucky Air for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies who may share such personal data with other government agencies which is beyond the control of the Lucky Air .For these purposes the passenger authorizes Lucky Air to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

6.4 Seating

Except when providing seats for passengers who have a reserved flight and class of cabin, Lucky Air does not guarantee to provide any particular seat in the aircraft. Because of the need for operation, safety and security, the carrier will reserve its right to assign or re-assign seats on the plane, even after the passenger has boarded the plane.

6.5 Reconfirmation of Reservation

Ticket which connects with the other carrier' s flight may be subject to the

requirement to reconfirm the reservation in accordance with the operating carrier. In the event of failure to comply with any such requirement, Lucky Air is not liable to the passenger for loss or expense.

6.6 Cancellation of Onward Reservations made by Carrier

If a passenger does not use a reservation and fails to reconfirm the follow-up segments, Lucky Air may cancel any onward or return reservations.

6.7 Precedence Reservation

6.7.1 A passenger does not have the priority if he wants to make a precedence reservation when he presents a ticket partly or wholly without reserving a seat at the very beginning.

6.7.2 Passenger does not have the priority if he wants to make a precedence reservation when he changes his partly or wholly reserved ticket.

6.7.3 In case of Lucky Air' s permission, passenger who changes an itinerary involuntarily can make a precedence reservation.

Article 7 Check-in and Boarding

7.1 Check-in

7.1.1 Cut-off times for check in are different at each airport. The passenger shall arrive at the airport within the prescribed time limit to complete ticket inspection, baggage checking, and boarding pass issuance with valid personal identification.

7.1.2 The passenger(s) with a reservation can check-in directly at the check-in counter, while those who haven't made a reservation shall be processed as standby at check-in according to Lucky Air' s regulations

7.2 Boarding

The passenger shall arrive in sufficient time at the designated gate for boarding after check-in and completing all government formalities. If the passenger fails to arrive on time or cannot produce a valid travel document or certificate of travel, Lucky Air may cancel the reserved space for the

purpose of not delaying the flight's departure, and is not liable for any of the passenger's losses or expenses due to the passenger's failure to comply with the provisions of this article.

Article 8 Refusal and Limitations of Carriage

8.1 Right to Refuse Carriage

Lucky Air may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion. Lucky Air is not liable to the passenger for loss or expense due to following circumstances:

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

8.1.2 The passenger who are not fit for travel because of the conduct, age, or mental or physical state, or cause discomfort or make himself objectionable to other passengers, or involve any hazard or risk to himself or to other persons or to property.

8.1.2.1 Expectant mothers having more than 9 months (36 weeks and above) of pregnancy.

8.1.2.2 Infants less than 14 days old and the preemie less than 90 days old.

8.1.2.3 The passenger has known of being attacked by a heavy infectious disease and fails to give a medical certificate fully proves that necessary preventive measures have been taken for infection prevention.

8.1.2.4 Psychopaths prone to go mad may cause danger to themselves, crewmen or other passengers.

8.1.2.5 The person is seriously facially injured without proper treatment, has special odor or has quirks, which may arouse aversion or discomfort to other passengers.

8.1.2.6 The person whose healthy condition may endanger itself or influence safety of other passengers.

- 8.1.2.7 The person shows a sign of alcohol or drugs use.
- 8.1.2.8 Poisoned or suspected poisoned person.
- 8.1.2.9 Did not apply in advance and obtained the consent of Lucky Air for transportation, and temporarily apply for the passengers who need to use the stretcher after the airport.
- 8.1.2.10 According to Lucky Air' s reasonable judgment, passengers who cannot travel safely without additional medical service measures.
- 8.1.2.11 Oxygen passengers in a coma and passengers who need oxygen during the ground waiting period.
- 8.1.2.12 Restricted number of persons with disabilities, but the number of such persons on the flight has reached the limit.
- 8.1.3 Passengers do not comply with the relevant laws, regulations and government regulations and other regulatory documents of the origin, transit, destination or overflight, or do not comply with the carrier' s regulations.
- 8.1.4 The passenger has refused to submit to a security check.
- 8.1.5 The applicable fare or any fares, charges or taxes payable have not been paid by the passenger.
- 8.1.6 The passenger does not show his passport, visa and other valid travel documents or the documents presented by the passengers are not the same documents used when purchasing the tickets.
- 8.1.7 The ticket has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or has been reported as being lost or stolen, or is a counterfeit ticket, or any flight has been altered by anyone other than Carrier or its Authorized Agent, or a flight coupon, has been mutilated. Lucky Air reserves the right to retain such paper ticket.
- 8.1.8 The person presenting the ticket cannot prove that he is the person named in the ticket.
- 8.1.9 The person who not taking Lucky Air crews arrangement and advice.
- 8.1.10 The behavior of the passenger affects the realization of the legitimate

rights of other passengers and adversely affects the safety order of the aircraft, or may cause any danger or harm to itself or other personnel or property.

8.1.11 Passengers carrying dangerous goods such as dangerous goods or deadly weapons.

8.1.12 Other passengers who carry weapons without authorization.

8.1.13 The passenger may seek to enter a country illegally through which he is in transit, or may destroy his documentation during flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by Lucky Air

8.2 Lucky Air has the right to determine the carriage of passenger and baggage when the actual passengers exceed the maximum load of the aircraft. Lucky Air will inform such passenger before the airplane takes off and the ticket will be dealt as involuntary endorsement or involuntary refund.

8.3 Limitations on Carriage

8.3.1 Adults without accompanying children, stretchers, people who are not self-care, pregnant women, pregnant women, suspects, infants who are pregnant for 32 weeks (inclusive) – 36 weeks (excluding), respiratory assist equipment passengers, patient passengers during flight, Disabled passengers who need assistance during emergency evacuation or passengers who need special assistance may need special care or transportation under certain conditions due to their age, physical or mental condition, only if they meet the requirements of Lucky Air. Lucky Air agreed in advance and made arrangements after necessary to carry it.

8.3.2 Number for passengers of limitation on carriage: for safety, Lucky Air will make restrictions of the number for passengers of limitation on carriage on each flight.

8.3.3 Lucky Air complies with the relevant laws and regulations of the civil aviation authorities on air transportation for persons with disabilities, and provides transportation for disabled persons with flight conditions.

8.3.4 Lucky Air complies with the “Administrative Measures for the Air Transport of Human Donated Organs” to provide transportation for passengers who carry organs donated by the human body.

8.4 Arrangements for Passengers Refused to be Carried

8.4.1 The passenger who is denied to carriage or whose seat is cancelled on the grounds for 8.1.1 and 8.1.2 under this chapter, may apply for refund in accordance with the rules of involuntary refund.

8.4.2 Passengers who are in the circumstances of Articles 8.1. (3), (4), (6), (8), (9), (10), (11), (12), (13) of this Chapter shall have purchased tickets as voluntarily The provisions for refunding the ticket shall be handled; in the case of (11) and (12), the passenger carrier shall retain the right to withhold the ticket and, if necessary, report it to the relevant competent department for handling.

8.4.3 Passengers who are in the circumstances of Article 8.1. (5) of this Chapter shall be paid by the passengers for the insufficient payment of the fare or taxes, or by the involuntary refund, and refund the fare paid by the passenger.

8.4.4 For passengers who are in the case of paragraph (7) of Article 8.1 of this Chapter, the carrier reserves the right to withhold the ticket and, if necessary, submit it to the relevant competent department for handling.

Article 9 Baggage

9.1 Items Prohibited and Restricted as Baggage

9.1.1 Items which are prohibited as baggage

9.1.1. Items which are likely to endanger the aircraft, or the persons and property on board the aircraft specified by the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the Dangerous Goods Regulations of the International Air Transport Association (IATA), the Transport of Dangerous Goods Regulations of Civil Aviation Administration of China (CAAC) and in Lucky Air’s Regulations. The following articles are especially prohibited:

9.1.1.1 Firearms and main parts (including those for military, civilian and official uses, pistol, rifle, submachine gun, machine gun, baton gun, air gun, tranquilizer gun, sample gun, property gun, ball gun, tear gas gun and stun gun); ordnance, police instruments and main parts (such as spontoon, military or police dagger and bayonet); instruments prohibited by the state (defibrillator and defensive tool); other similar instruments and the duplicates of the above articles are not allowed for carriage as carry-on baggage, except for athletic equipment.

9.1.1.2 Electric shock weapons (such as tasers) contain dangerous goods such as explosives, compressed gases, lithium batteries, etc.

9.1.1.3 Explosive or burning substances and devices, including ammunition, blasting equipment, pyrotechnic articles, and simulations of the above items, safely packaged ammunition (weapon cartridges, bullet cartridges).

9.1.1.4 State controlled instruments that may cause personal injury or greatly endanger the air safety and transport order (crossbow, dagger, three-square knife, three-square tool for machining, knife with self-lock device and dagger-shaped single-edged knife with a length less than the real dagger, double-edged knife and other similar single-edged knife, double-edged and three-square pointed knives).

9.1.1.5 dangerous item:

1) Explosives or combustible materials and devices that may cause heavy personal injury or endanger safety of aircraft or the articles may be mistaken as such devices or materials, including ammunition, explosive equipment, firework products and the duplicates of such articles.

2) Gases, including flammable gases, non-flammable non-toxic gases, toxic gases.

3) flammable liquid.

4) Flammable solids, pyrophoric substances, substances that release flammable gases in contact with water.

5) Oxidizing substances and organic peroxides.

6) Toxic substances and infectious substances.

7) Radioactive material.

8) Corrosive substance.

9) Miscellaneous dangerous goods and articles, including environmentally hazardous substances.

10) Lucky Air stipulates that other dangerous goods that are not allowed to be transported as luggage.

9.1.1.6 Other items:

1) Infectious pathogen.

2) Fire (including all types of ignition devices), such as lighters, matches.

3) Charges with a rated energy value of >160WH (watt hours), lithium batteries (except for lithium batteries used in electric wheelchairs), and fuel cells (except for fuel cells that provide power for portable electronic devices in accordance with Lucky Air) are prohibited. Transport.

4) A luggage compartment with a non-removable lithium battery, a lithium metal battery of more than 0.3 grams or a lithium ion battery of more than 2.7Wh.

5) Alcoholic beverages with an alcohol content greater than 70%.

6) Strong magnetized material, a substance with a strong pungent odor or a tendency to cause passengers to panic, and an item that cannot be identified as potentially dangerous.

7) a device that disables people's ability (such as tear gas, pepper spray).

9.1.1.7 Small lithium battery balance car, powered by lithium battery, can carry human single or multi-wheel mobile auxiliary tools.

9.1.1.8 Self-heating food.

9.1.1.9 Samsung Galaxy Note7.

9.1.1.10 Living animals, except in accordance with the provisions of Article 12 of this Chapter.

9.1.1.11 Insurance equipment such as lithium batteries and pyrotechnic devices, such as insurance cases, cash boxes, cash bags, etc.

9.1.1.12 Liquid oxygen device.

9.1.1.13 Gun type electronic dry powder fire extinguisher.

9.1.1.14 Medical small oxygen cylinders or air bottles (if the passengers need to use oxygen cylinders on the machine due to illness, they must apply to Xiangpeng Airlines 48 hours in advance).

9.1.1.15 Any embargoed by any law, regulation or order applicable to the origin, place of stop, destination or overflying country.

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

9.1.1.17 Items that are not suitable for air transportation due to packaging, shape, weight, volume, and nature.

9.1.1.18 Detailed information on other similar items can be obtained from Lucky Air.

9.1.2 Items which are not transported as checked baggage

The passenger shall not include in checked baggage fragile or perishable items, money, jewelry, antiques, precious metals, silverware, negotiable papers, securities, bank cards, credit cards or other valuables, business, government or private documents, passports and other identification documents, samples, medicine or medical devices or equipment, keys, and etc. Lucky Air is not liable for loss or expense made by passenger's failure to comply with this.

9.1.3 Items which are restricted in transportation

The following items are permitted to be transported only with consent of Lucky Air and when they comply with Lucky Air's Conditions of Transportation.

9.1.3.1 Precision instruments, electrical appliances and other items shall be consigned as cargo. If transported by checked baggage, it must meet the requirements of Lucky Air and such items should be properly packed, and the weight of such items shall not be counted in the free baggage allowance. Excess baggage fees are charged for shipping.

9.1.3.2 Diplomatic letter bag, confidential documents.

9.1.3.3 An electric wheelchair used by passengers during their travels.

9.1.3.4 Tools and blunt instruments other than knives, such as kitchen knives, fruit knives, table knives, handicraft knives, scalpels, scissors, sickles, performance knives, swords, spears, antiques or knives, swords and steel shovel, axes as tourist souvenirs, short sticks, hammers, etc., can not be carried with you, should be placed in the checked baggage.

9.1.3.5 Dry ice, liquid items (including alcoholic items and alcohol-containing beverages, etc.), smoking equipment, medicines, cosmetics, etc. required for passenger travel. The volume and capacity of liquid articles shall comply with the restrictions imposed by the government authorities, Lucky Air and relevant carriers and airports. Alcoholic beverages containing alcohol shall not be carried with them as checked baggage.

9.1.3.6 $100\text{Wh} < \text{Rated energy value} \leq 160\text{Wh}$, $2\text{g} < \text{Lithium metal content} \leq 8\text{g}$
Personal self-use electronic equipment, after approval by the carrier, can be used as hand luggage or checked baggage.

9.1.3.7 Gaseous oxygen or air small cylinders for medical use; small carbon dioxide cylinders for passengers to wear on the body of machinery; catalytic hair curlers containing hydrocarbons, no more than one per passenger.

9.1.3.8 Sports equipment, including sports guns and ammunition, must be issued with a gun transport permit or a national sports administration permit to be transported as checked baggage. The firearm must be unloaded and insured and properly packaged.

9.1.3.9 Working dogs such as guide dogs, hearing dogs and rescue dogs.

9.1.3.10 Small air pump fitted with an automatically inflated personal safety device such as a life jacket or life vest.

9.1.3.11 Avalanche rescue backpack.

9.1.3.12 Chemical monitoring device.

9.1.3.13 Heat generating item.

9.1.3.14 Camping stove and fuel tank.

9.1.3.15 Non-infectious sample.

9.1.3.16 Mercury barometer or mercury thermometer.

9.1.4 Items that shall have an exemption baggage tag attached

Due to the value, nature of contents or possible passenger negligence which would lead to controversy, when accepting baggage, Lucky Air shall attach an exemption baggage tag to exempt the corresponding responsibility of Lucky Air. Such baggage may include:

9.1.4.1 Fragile and easily damaged baggage;

9.1.4.2 Improperly packed baggage;

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

- 9.1.4.4 The passenger was late in checking the baggage;
- 9.1.4.5 Damaged baggage;
- 9.1.4.6 Overweight and oversize checked baggage exceeding the carrier's limitation on weight and volume;
- 9.1.4.7 Unlocked baggage or baggage with a broken lock;

9.1.4.8 Cabin baggage whose size exceeds the limitation of cabin baggage and was checked at the boarding gate.

9.2 Right to Refuse Carriage

9.2.1 Lucky Air may refuse carriage as baggage of such items described in 9.1.1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

9.2.2 Lucky Air may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.

9.3 Right of Inspection

To ensure safe carriage, Lucky Air can inspect passengers' baggage in accordance with regulations. For the purpose of determining whether a passenger is carrying or smuggling in their baggage the items described in 9.1.1 and 9.1.3 above, Lucky Air may check, scan or X-ray check the passenger's baggage even if he or she is not present. If any damage occurs due to the X-ray check or scan, Lucky Air takes no responsibility unless the damage arises as a result of Lucky Air's negligence. If the passenger is unwilling to comply with such a request, Lucky Air may refuse to carry the passenger and/or the baggage.

9.4 Checked Baggage

9.4.1 After being checked, baggage is under the care of Lucky Air. Lucky Air shall issue a baggage identification tag for each piece of checked baggage.

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

9.4.3 Best efforts should be made by Lucky Air for checked baggage to be carried on the same aircraft as the passenger. However, in the event that a

passenger's checked baggage cannot be transported on the same aircraft due to safety, security or transportation reasons, Lucky Air should explain to the passenger that the checked baggage will be carried on the next flight where the security is ensured and space is available.

9.4.4 Unless otherwise specified, the weight allowance of checked baggage cannot exceed 50Kg and the maximum volume should not exceed 40cm x 60cm x 100cm. The baggage which exceeds above regulations should be transported as previously determined by Lucky Air.

9.5 Unchecked (Carry-On) Baggage

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

9.5.2 Unless otherwise specified, the weight of free carry-on baggage into the cabin for each economy class passenger should not exceed 5Kg, and the maximum volume should not exceed 20cm x 40cm x 55cm. The weight of free carry-on baggage into the cabin for each first class or business class passenger should not exceed 10Kg, and the maximum volume should not exceed 20cm x 40cm x 55cm. That baggage which exceeds above regulations should be transported as checked baggage.

9.5.3 If the weight or size of the passenger's baggage, such as a delicate musical instrument, fails to meet the requirements under 9.5.2, and is unsuitable to be transported in the cargo compartment, the passenger shall inform Lucky Air in advance if he or she wants to carry it as unchecked baggage. Only after receiving consent from Lucky Air may the baggage be carried into the cabin. The unchecked baggage will be charged as cabin baggage occupying a seat.

9.6 Free Baggage Allowance

9.6.1 In international transportation managed by Lucky Air, free baggage allowance can be calculated by weight and piece. Passengers should comply with the free baggage allowance according to the conditions and limits regulated

by Lucky Air.

9.6.2 As for 8L domestic sectors of international transportation under a single transportation contract, the free baggage allowance of the passenger should subject to the allowance listed in the ticket.

9.6.3 For passengers purchasing different classes for different segments on Lucky Air's itinerary, their free baggage allowance shall be subject to the allowance for each segment..

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

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

9.6.6 Weight calculation of free baggage allowance

Due to the implementation of the baggage differentiated service standard by Xiangpeng Airlines, some routes and cabins have no free checked baggage, which is subject to the actual policy.

9.6.7 Free baggage piece counting

Due to the implementation of the baggage differentiated service standard by Xiangpeng Airlines, some routes and cabins have no free checked baggage, which is subject to the actual policy.

9.7 Excess Baggage

9.7.1 The weight of the checked baggage and unchecked baggage of the passenger, which exceeds the free baggage allowance of the passenger, is called excess

baggage. Excess baggage can only be carried if the passenger pays the excess baggage fee and the excess baggage ticket is filled by Lucky Air.

9.7.2 Passengers should pay excess baggage fees for their excess baggage, and the carrier and authorized agent will fill the excess baggage and transport it. Excess baggage rates and calculation methods shall be handled in accordance with the regulations of Lucky Air.

9.7.3 Each piece of baggage exceeding the piece of free baggage allowance shall be charged and charged according to relevant regulations.

9.8 Value Declaration and Charge

9.8.1 Passenger may declare a value for checked baggage if the value of the baggage is more than USD30.00 per kilogram or its equivalent currencies.

9.8.2 The value declared cannot be in excess of the real value of the checked baggage. The highest value declared is limited to a maximum of USD2500.00 or its equivalent currencies.

9.8.3 The declared value of the checked baggage is charged in excess of the prescribed limit amount of US\$1 per 100 USD declared amount (the portion less than US\$100 is charged at USD 1).

9.8.4 Lucky Air does not apply value declaration to unchecked baggage, seat baggage, diplomatic pouches and other special items, for example a musical instrument. More information, please contact Lucky Air or its authorized agent.

9.8.5 Lucky Air does not apply value declaration to any animal carried by a passenger.

9.8.6 If partial transportation of the baggage with value declaration is carried by other carriers which do not offer value declaration service, Lucky Air has the right to refuse to offer value declaration service.

9.9 Collection and Delivery of Baggage

9.9.1 Passenger shall check his baggage with a valid ticket.

9.9.2 After baggage delivery, the passenger takes the baggage identification

Tag for each piece of Checked Baggage as proof for baggage collection.

9.9.3 If passenger checks through baggage, which is disputable, he or she shall make a written promise to indemnify Lucky Air and attach an exemption baggage tag to exempt the corresponding responsibility of Lucky Air.

9.9.4 After obtaining permission of Lucky Air, passengers can check through cargo as carry-on baggage, but passenger will be charged according the excess baggage rate.

9.10 Delivery of Baggage

9.10.1 Passengers shall claim their baggage with their checked baggage identification tag as early as possible, and when necessary, the ticket and baggage check will be verified.

9.10.2 Lucky Air delivers the checked baggage by the baggage identification tag and has no responsibility for the damage and expense caused by the case that the person who claims the baggage is not the right passenger.

9.10.3 If the person who claims the baggage could not show the baggage check and identification tag, only when he offers a proof approved by Lucky Air and, when necessary, declares that he will compensate the possible damage or expensed for Lucky Air, he can claim the baggage.

9.10.4 When passengers claim baggage and do not offer a written objection, it will be basic proof that the baggage has been delivered according to the transportation abstract.

9.11 Special regulations about the transportation of seat baggage, fragile or valuable articles, and diplomatic pouches.

9.11.1 Seat Baggage

9.11.1.1 If the baggage has to take up a seat, passenger shall request space when reserving the seat, and the baggage can only be transported within the permission of Lucky Air .

9.11.1.2 Passenger takes responsibility for the seat baggage he or she carries. The weight of seat baggage for each seat may not be in excess of 75 kg and the package should be proper. To guarantee the safety of the flight, the seats

of the passengers and their seat baggage shall be designated by Lucky Air and for the entire trip the baggage should be secured by safety belt. When necessary, the baggage should be fastened by a cross arm brace.

9.11.1.3 Seat baggage is not included in free baggage allowance and the fare is charged according to the adult ticket fare of passenger.

9.11.1.4 If the transportation is managed by successive carriers, agreement of relative successive carriers should be obtained.

9.11.2 Fragile or valuable baggage will be dealt in addition to the regulations in this condition; if the baggage requires a seat, management should follow 9.11.1.

9.11.3 Diplomatic pouches

9.11.3.1 According to the request of diplomatic couriers, Lucky Air handles it and the carrier bears the responsibility as checked baggage.

9.11.3.2 If diplomatic pouches require seats, 9.11.1 is applied.

9.12 Animals

9.12.1 Seeing-eye dogs, hearing-ear dogs and other assistance dogs

9.12.1.1 Seeing-eye dogs and other assistance dogs may be taken into the cabin with the permission of Lucky Air, but they have to be secured adequately and may not occupy a seat.

9.12.1.2 Hearing-ear dogs and other assistance dogs may be taken into the cabin with the same regulation in (a) of this 9.12.2.1. The passenger carrying assistance dog shall provide its valid certificates issued by an appropriate institution.

9.12.1.3 When seeing-eye and hearing-ear dogs are carried in the cargo compartment, they must be in suitable containers.

9.12.1.4 Seeing-eye dogs, hearing-ear dogs and their containers and food may be transported free of charge and shall not be counted in free baggage allowance.

9.12.2 Passengers are completely liable for the injury or death of the animals above, except the case that Lucky Air is clearly responsible for the injury

or death either intentionally or by accident. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry seeing-eye or hearing-ear dogs and Lucky Air has the right to refuse the carriage of the animals. Lucky Air bears no responsibility for the injury, loss, delay, disease or death of the animals when the animals cannot be accepted.

Article 10 Schedules, Delays, Cancellation of Flights

10.1 Schedules

10.1.1 Lucky Air undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch. Times shown in the ticket, timetables or elsewhere are not guaranteed and do not form part of the Contract of Carriage.

10.1.2 Lucky Air will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Lucky Air, unless the errors or omissions are caused by Lucky Air's intentional or knowing reckless act or omission. Timetables or other publications of schedules or statements and representations made by employees, agents or representatives of Lucky Air as to the dates or times of departure and arrival or the operation of any flight are just for reference.

10.1.3 Schedules are subject to change without notice. Lucky Air may when circumstances so require alter or omit stopping places shown on the ticket or in schedules and may without notice substitute alternate carriers or aircraft.

10.2 Cancellation and Changes of Flights

10.2.1 In one of the following conditions, Lucky Air may cancel, terminate, modify, extend or delay the flights without prior notification:

10.2.1.1 To abide by the laws, regulations and orders of the state;

10.2.1.2 To guarantee the safety of flight;

10.2.1.3 A factor the carrier cannot control or predict.

10.2.2 According to Montreal Convention, if the flight is canceled, terminated, diverted, postponed or delayed because of some special circumstances such as unstable politics, weather conditions affecting the operation of flights, safety risks, unexpected flight safety defects, certain labor disputes or strikes influencing the management of the carrier, the Carrier takes no responsibility if the Carrier has tried its best to take all reasonable measures to avoid the damage.

10.2.3 If the decision of traffic control about the relative specific aircraft on some specific date causes an extended flight delay, whole-night delay or one or more flight cancellations related to the aircraft, this special event is considered to exist, though the carrier will take all reasonable measures to avoid the delay or cancellation of the flight.

10.3 Subsequent Arrangement

10.3.1 If Lucky Air cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation and reasons listed in 10.2.1, we shall, with due consideration to the passenger's reasonable interests, either:

10.3.1.1 Re-book the passenger on another of its scheduled passenger services on which space is available or assist the passenger in re-booking on another carrier.

10.3.1.2 Provide a refund according to the relative regulations about involuntary refund in 12.5 of Article 12.

10.3.1.3 Assist the passenger in certain services such as accommodations and ground transportation. A passenger at his or her point of origin will pay his own expense. The service provided for the transfer and transit passenger will be managed according to the Ground Service Manual of Lucky Air (Volume 1).

10.3.2 If Lucky Air cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation because of Lucky Air, Carrier shall, with due consideration to the passenger's reasonable interests, either:

10.3.2.1 Re-book the passenger on another of its scheduled passenger services on which space is available or assist the passenger in re-booking with another Carrier to carry him or her to their destination.

10.3.2.2 Provide a refund according to the relative regulations about involuntary refund in 12.5 of Article 12.

10.3.2.3 Due to the maintenance of international flights caused by maintenance, flight allocation, and crew, etc., Lucky Air will provide economic compensation to passengers according to the actual situation of flight delay time. Due to the reasons of Lucky Air, the flight delay was more than 4 hours (inclusive), and the passengers were compensated by RMB 200 /person, of which the infant passenger standard was RMB 100 /person. The flight continued to be delayed due to various reasons, and the delay time was calculated based on the delay period caused by Lucky Air, and the economic compensation was provided according to the aforementioned criteria.

10.3.2.4 Assist the passenger in certain services such as accommodation and ground transportation. The passengers at the original point bear the expense thereof.

10.3.2.5 In addition to those measures above, Lucky Air takes no further responsibility to the passenger.

10.4 If Lucky Air cancels, terminates, postpones or delay the flights because of reasons caused by Lucky Air, Lucky Air will provide the passenger with services such as meals, accommodations and certain other services Lucky Air considers necessary but it does not promise to offer services over the regulated standards.

10.4.1 Cancellation of the flight on which the passenger has made a reservation.

10.4.2 Cancellation of the flight on which the stops include the departure, the destination or stopovers of the passengers.

10.4.3 Not flying in reasonable time according to the timetable.

10.4.4 Causing the passenger to miss the subsequent flight in which he has made a reservation.

10.4.5 Not providing the reserved seat.

10.5 Limited liability

In addition to those measures above, Lucky Air takes no further responsibility to the passenger unless otherwise stated in the Convention.

10.6 Delay of exemption

Lucky Air will take all necessary measures to avoid delay of passengers and baggage. Lucky Air does not assume responsibility if it has taken all necessary measures or it is impossible to adopt the measures.

Article 11 Change Itineraries and Tickets

11.1 When a passenger who has started his or her travel but has not reached their destination asks for changing the specified unused flight, destination, carrier, seat class, flight or the validity of the Ticket, it is defined as a voluntary itinerary change. When the Carrier, which cancels the flight in which space is reserved, cancels the landing at the destination or stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, causes the passengers to change the itinerary, it is defined as an involuntary itinerary change.

11.2 Handling the voluntary itinerary change in accordance with the following regulations:

11.2.1 Passenger shall request it before reaching the destination.

11.2.2 After the itinerary change, the fare and charges for the original

routing shall still be applicable to the revised routing.

11.2.3 If the fare and charges for the revised routing is lower than what the passenger has paid, the Carrier shall refund the difference; if it is higher, the passenger shall pay the difference.

11.2.4 After the itinerary change, the validity period of the new ticket shall be the same as the original one and it will be counted from the midnight of the next day after the transportation specified on the first flight coupon of the original ticket.

11.3 If the execution of 10.2.1 in Article 10 causes the passenger to have an involuntary itinerary, the Carrier shall, with due consideration to the passenger' s reasonable needs, either:

11.3.1 Re-book the passenger on the first flight where space is available or endorse the ticket to another Carrier.

11.3.2 Change the passenger' s flight and arrange the passenger or endorse his or her ticket to another Carrier to send the passenger to the destination or stopover.

11.3.3 Handle the problem according to the regulations 12.5 of Article 12 of these conditions.

11.3.4 Assist the passenger in services such as accommodations and ground transfers. The expenses of the passenger from departure are the responsibility of the passenger.

11.4 When the Carrier causes the passenger to change his flight involuntarily; the Carrier should handle the problem according to the regulations of 11.3.1, 11.3.2 and 11.3.3 in this article. In addition, such services as a rest area, beverages, meals, accommodations and some other necessary services shall be provided to the passenger at no charge.

11.4.1 The Carrier causes the passenger to cancel his reserved flight.

11.4.2 The Carrier' s flight does not stop at the destination or stopover of the passenger.

11.4.3 The Carrier does not reasonably arrange the schedule of the flight.

11.4.4 The Carrier does not provide the travelers with preserve seats.

11.4.5 The Carrier causes the passenger miss the reserved connecting flight.

Article 12 Refunds

12.1 General

12.1.1 On failure by Lucky Air 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 Lucky Air and its authorized agent in accordance with this Article and with Lucky Air' s Regulations.

12.1.2 Passenger should request a refund within the validity period of the Ticket. Lucky Air may refuse a refund where application is made after the expiry of the validity of the Ticket.

12.2 Place for refund

A refund should be made in the place where the ticket is issued or another place agreed by Lucky Air.

12.3 Currency

All refunds will be subject to government laws, and related regulations of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will be made in the currency in which the ticket was paid for, or, at the option of Lucky Air, in the currency of the country where the ticket was purchased or where the refund is being made.

12.4 Person to Whom Refund Will Be Made, Document needed and Discharge

12.4.1 If not all flights on the passengers' tickets are completed within the valid period because of the passengers themselves or the carriers, the passengers may request a refund within the valid period of the tickets. To request a refund, the passenger should present the tickets or the "Carrier

Coupon" and "Passenger Coupon" of the unused tickets. Refund could be handled only in the ticket office of carriers or agents in the ticket issuing cities, the departure cities, or the destination cities. The refund should only be given to the person whose name is on the ticket (meaning the passenger himself/herself) or the person whom the passenger has designated as the refund receiver.

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

12.4.2 Except in the case of lost tickets, refunds will only be made on surrender to Lucky Air of the passenger coupon or passenger receipt and surrender of all unused flight coupons. The passenger who buys an electronic ticket should show his or her valid identity card.

12.4.3 A refund made to anyone presenting the flight coupons, the passenger coupon and payment voucher in terms of 12.4.1, 12.4.2 and 12.4.3 shall be deemed a proper refund and shall discharge Lucky Air from liability.

12.5 Involuntary Refunds

Because of one of the reasons listed in 3.6.1 of Article 3 and 10.2 of Article 10, refund will be made according to following regulations:

12.5.1 If no portion of the Ticket has been used, refund the entire paid fare.

12.5.2 If a portion of the Ticket has been used, as provided in Lucky Air -Regulations, the refund amount is equal to the **higher fare between the ones shown below for the part of the journey not completed:**

-the unused one way fare for the interruption point to the destination

-the unused one way fare for the interruption point to the next stopover

The applicable discount and the costs are deducted from the fare above. The refund amount shall not be in excess of the entire paid fare. No cancellation charge will be collected.

12.6 Voluntary Refunds

If the passenger wishes a refund of his ticket, the amount of refund shall be calculated in following regulations:

12.6.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation (refund) fees.

12.6.2 If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

12.7 Right to Refuse Refund

12.7.1 Lucky Air may refuse refund when a ticket is not permitted to be refunded according to applicable fares or Lucky Air Regulations.

12.7.2 Lucky Air may refuse a refund on a ticket which has been presented to Lucky Air or to government officials of a country as evidence of intention to depart therefore, unless the passenger establishes to Lucky Air's satisfaction that he has permission to remain in the country or that he will depart therefore by another carrier or another means of transport.

Article 13 Conduct Aboard Aircraft

13.1 If passengers' behavior and/or conduct aboard have endangered the aircraft or any person or property on board, or obstructed the crew in the performance of their duties, or failed to comply with any instruction of the crew, or been in a manner to which other passengers may reasonably object, Lucky Air may take all measures that it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

13.2 Passengers are prohibited from operating portable radios, mobile phones, inter-phones, electronic devices that can be remotely controlled, and other radio transmitters which Lucky Air considers will jeopardize security of

flight on board. Without Lucky Air's permission, passengers cannot use any electronic devices except hearing aids and heart pacemakers.

13.3 Non Smoking On Board

All flights of Lucky Air are non-smoking, and smoking is prohibited in all areas of the aircraft.

13.4 Safety belt

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

Article 14 Common Services

14.1 Lucky Air is not responsible for the ground transportation service in the airport area or between airport and city downtown area or between the airport and another in the same city. Lucky Air is not liable for the actions or negligence of providers of ground transportation service.

14.2 Passengers' accommodation fees at a connecting point shall be borne by themselves..

14.3 During the flight Lucky Air provides passengers with drinks and meals as prescribed. Lucky Air can charge passengers accordingly for additional services in excess of those prescribed.

Article 15 Additional Services Arrangements

If in the course of concluding the contract of carriage by air, Lucky Air agrees to make arrangements for the provision of additional services, Lucky Air is not liable to the passenger for any damage, loss or expense whatsoever arising from or in connection with such arrangements.

Article 16 Administrative Procedures

16.1 General

16.1.1 The passenger shall fully comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through and with Lucky Air's regulations and instructions;.

16.1.2 Lucky Air shall not be liable for any aid or information given by any agent or employee of Lucky Air to any passenger in connection with obtaining necessary documents or visas or complying with aforementioned laws, regulations, orders, demands, and travel requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his/her failure to obtain such documents or visas or to comply with aforementioned laws, regulations, orders, demands, and travel requirements.

16.2 Travel Documents

16.2.1 The passenger shall present all exit, transit, entry, health and other documents required by laws, regulations, orders, and requirements of the countries concerned, and permit Lucky Air to take and retain copies or photocopies thereof;

16.2.2 Lucky Air reserves the rights 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 Lucky Air to take and retain copies or photocopies thereof.

16.3 Refusal of Entry

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

16.3.2 Lucky Air may apply to the payment of such fare any funds paid to Lucky Air for unused carriage, or any funds of the passenger in the possession of Lucky Air.

16.3.3 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Lucky Air.

16.4 Fines, Detention Costs, etc

16.4.1 If Lucky Air 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 Lucky Air any amount so paid or deposited and any expenditure so incurred.

16.4.2 Lucky Air may use towards such expenditure any funds paid to Lucky Air for unused carriage, or any funds of the passenger in the possession of Lucky Air .

16.5 Customs Inspection

16.5.1 If required, the passenger shall be present at the inspection of his baggage, checked or unchecked, by customs or other government officials

16.5.2 Lucky Air is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with above-mentioned requirement.

16.6 Security Inspection

The passenger shall submit to any security checks by government or airport officials or by Lucky Air.

16.7 Laws and Regulations

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

Article 17 Successive Carrier

17.1 Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith is regarded as a single operation.

17.2 for passengers damage, except expressly regulated that the first Carrier

takes full responsibility for the whole flight, passenger or any person is entitled to file claim only to the Carrier of which flight an accident happens or delays.

17.3 Passenger has the right to make a claim against the first Carrier for the damage of checked baggage. The person entitled to delivery the baggage has the right to make a claim against the last Carrier. Passenger also can make a claim against the Carrier in whose transport segment destruction, loss, damage or delay is occurred. The Carriers above should be jointly liable to the passenger.

Article 18 Liability for Damage

18.1 Lucky Air will liable for the damage of the passenger occurring on the aircraft or boarding or descending the aircraft but is not liable for the death of the passenger totally caused by the passengers health condition.

18.2 Lucky Air will be liable for any destruction, loss or damage occurring during carriage in flight or within a period controlled by Lucky Air . Lucky Air will liable for the damages of unchecked baggage and hand baggage because of Lucky Air employee or agent mistakes. But Lucky Air will not liable for the damage of baggage (including checked baggage, unchecked baggage and hand baggage) if it caused by the defect, quality and flaw of the baggage. Lucky Air does not assume liability for normal wear and tear to baggage, which includes: damage to or loss of protruding baggage parts such as straps, pockets, pull handles, hanger hooks, wheels and feet, or other items attached to the baggage as well as damage to over sized/over packed bags.

18.3 Lucky Air will be liable for the damage of the passenger and baggage caused by Lucky Air delay in the transportation. But Lucky Air will not liable for the damage if Lucky Air employee or agent has taken all measures to avoid damage or it is impossible for him to take such measure. Damaged or delayed property

must be reported to Lucky Air according to regulations and time limits, otherwise Lucky Air are not liable for responsibility.

18.4 If it is confirmed that the losses are caused or facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Lucky Air will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If confirmed by Lucky Air that other person rather than the passenger requires compensation for the passengers injury or death and such injury or death is caused or facilitated by the passengers own faults, Lucky Air will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

18.5 on the limitation of liability

18.5.1 International Carriage as defined in the 1999 Montreal Convention, is subject to the liability rules of such Convention.

18.5.2 International Carriage as defined in the 1929 Warsaw Convention and 1955 Hague Protocol but not in 1999 Montreal Convention, is subject to the liability rules of Warsaw Convention and Hague Protocol.

18.5.3 Where International Carriage is not subject to the liability rules of the Convention, is subject to the bilateral agreement or Civil Aviation Law of The People's Republic of China and related regulations about applicable laws, government regulations or orders.

18.6 on the limitation of liability regulated in Convention

18.6.1 Warsaw Convention and Hague Protocol

18.6.1.1 The compensation for injuries or deaths paid by Lucky Air to passenger will not exceed two hundred fifty thousand French francs or its equivalent.

18.6.1.2 The compensation for checked baggage paid by Lucky Air is no more than two hundred and fifty French francs per kilogram or its equivalent. The compensation for unchecked baggage or hand baggage paid by Lucky Air is no more than five thousand French francs per passenger or its equivalent. If no

baggage weight record in the baggage check, the weight of the checked baggage will be regarded as not exceed the free baggage allowance to the related class of cabin. The compensation for checked baggage, which has declared its value subject to 9.8 of Article 9 shall be within the value declaration.

18.6.2 1999 Montreal Convention 0

18.6.2.1 The compensation for injuries or deaths paid by Lucky Air to passenger who has no more than one hundred thousand SDRs is subject to the regulations in sub-paragraph 1 paragraph 21 and paragraph 20 of the Convention.

18.6.2.2 The compensation for injuries or deaths paid by Lucky Air to passenger who has more than one hundred thousand SDRs is subject to the regulations in sub-paragraph 2 paragraph 21 and paragraph 20 of the Convention.

18.6.2.3 The compensation for baggage (including checked baggage, unchecked baggage and hand baggage) paid by Lucky Air to passenger is no more than one thousand SDRs or its equivalent. The compensation for checked baggage, which has declared its value subject to 9.8 of Article 9 shall be within the value declaration.

18.7 The following clauses apply, under the circumstance that such clauses are not against the foregoing provisions, no matter whether the international air transport is compliant with the Convention or not:

18.7.1 Lucky Air is liable only for damage occurring on its own line. Lucky Air issuing a ticket or checking baggage over the lines of another carrier does so only as agent for such other carrier.

18.7.2 Lucky Air 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.

18.7.3 Lucky Air' s liability shall not exceed the amount of proven damages. Lucky Air shall furthermore not be liable for indirect or consequential damages.

18.7.4 Lucky Air is not liable for injury to a passenger or for damage to a passenger' s baggage caused by property contained in such passenger' s baggage.

Any passenger whose property causes injury to another person or damage to another person's property or to the property of Lucky Air shall indemnify Lucky Air for all losses and expenses incurred by Carrier as a result thereof.

18.7.5 Lucky Air is not liable for damage to fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines or drugs, which are included in the passenger's checked and carry-on baggage.

18.7.6 If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Lucky Air shall not be liable for any illness, injury, disability or death.

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

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

Article 19 Time Limitation on Claims Complaints and Actions

19.1 Time Limitation on Claims Complaints

19.1.1 In the case of damage to checked baggage, the person entitled to delivery should file a complaint to Lucky Air forth with after the discovery of the damage, and, at the latest, within seven days from the date of receipt.

In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal.

19.1.2 No action shall lie if the person entitled to delivery does not file

a complaint to Lucky Air according to regulations above.

19.2 Time Limitation on Actions

Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

Article 20 Modification and Effectiveness

20.1 According to Regulations made by Civil Aviation Administration of China (CAAC), Lucky Air has the right to modify these regulations of carriage without prior notice. This kind of modification does not apply to carriage that has already begun prior to such modification.

No agent, employee or representative of Lucky Air has authority to alter, modify or waive any provision of these Conditions of Carriage.

20.2 These conditions are written in both Chinese and English. In the event of any discrepancy between the meanings, the Chinese version shall prevail.

20.3 These conditions will come into effect on August 1, 2019.

Lucky Air Company Limited has the right to interpret these conditions.